AMENDMENT
TO
INFRASTRUCTURE FUNDING AGREEMENT
OF THE
MEMORANDUM OF UNDERSTANDING
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD,
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,
and
SIOUXLAND HUMAN INVESTMENT PARTNERSHIP

Reentry Employment Opportunities

THIS AMENDMENT (Amendment) is entered into between the Greater Nebraska Workforce Development Board (GNWDB), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the Siouxland Human Investment Partnership (PARTNER), upon the date of signature by all such parties.

WHEREAS, GNWDB, GNCEOB, and PARTNER previously entered into a Memorandum of Understanding (MOU) with an effective date of July 1, 2017, which was executed by the parties in August of 2017.

WHEREAS, Attachment F to the original MOU is an Infrastructure Funding Agreement (IFA), which was incorporated into and made part of the original MOU.

WHEREAS, the parties wish to amend the IFA to address financial commitment applicable to the period of July 1, 2019 through June 30, 2020, and address other applicable requirements.

AGREEMENT:

Premised on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

The following provisions, which are applicable to the period of July 1, 2019 through June 30, 2020, entirely replace the agreed-upon provisions of the IFA (Attachment F) of the original MOU.

I – Overview.

In general, Section 121 of the Workforce Innovation and Opportunity Act (WIOA) requires establishment of one-stop delivery systems, which includes developing and entering into memorandum(s) of understanding with one-stop partners providing services in the one-stop delivery system. Such memorandum(s) of understanding must include provisions describing agreed upon funding of infrastructure costs in accordance with Section 121(h) of WIOA. Provisions on Legal Authority are included in the original MOU, and this IFA is prepared in accordance with such provisions.

II – Infrastructure Costs.

As provided in applicable law and policy, infrastructure costs include non-personnel costs that are necessary for the general operation of the one-stop center. These non-personnel costs include, but are not limited to: applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

III – One-Stop Partners.

One-stop partners are identified in the "Parties to the MOU" section of the original MOU (One-Stop Partners).

IV – Term and Termination.

This IFA is effective July 1, 2019 through June 30, 2020. This IFA may terminate upon the occurrence of any or all of the following: (a) upon notice from PARTNER of loss of funding source designated to pay costs under this IFA; (b) upon

thirty (30) days written notice from one party to the others; or (c) should the IFA be declared void or unenforceable by final order of a court of competent jurisdiction.

V – Amendments.

The IFA may be amended or extended by mutual, written agreement of the parties.

VI – Cost Allocation Methodology.

The parties agree that the cost allocation formula will be based on customers served as reported by PARTNER in the American Job Center (AJC) in Beatrice and Grand Island, Nebraska. The funds contributed support the resource rooms in the AJC, and comprise the costs of lease, facility maintenance, property and casualty insurance, cleaning services, utilities, and equipment.

VII – Costs to PARTNER or Financial Commitment.

The financial commitment of PARTNER shall be as follows: **$3.97 each quarter beginning July 1, 2019, for a total financial commitment of $15.88 for the twelve month period (July 1, 2019 to June 30, 2020), subject to cost reconciliation in Part XI herein.** The cost allocation formula which produced this amount is included in the attached document, labeled Funding Matrix, which is incorporated herein, by this reference. The original MOU identifies One-Stop partners, and the Funding Matrix provides the Infrastructure Cost applicable to each One-Stop partner for the period covered by this IFA.

VIII – Eligible Contributions.

Contributions may be made in the form of cash, non-cash, or third-party in-kind, as provided and defined in applicable law. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with 2 CFR 200.306.

IX – Method of Payment of Contributions.

PARTNER shall make payment of contributions to GBWDB through the Administrative Entity, Nebraska Department of Labor, Office of Finance (Administrative Entity).

X – Schedule of Contributions.

PARTNER's payments shall be submitted quarterly, unless a different schedule of PARTNER's payments is coordinated with the Administrative Entity.

XI – Cost Reconciliation and Update.

Costs to PARTNER, as set out in section VII above, will be reviewed and reconciled against actual costs periodically (preferably quarterly). Adjustments to contributions will be submitted to PARTNER for review and approval. If requested by a party to this IFA, adjustments to contributions may be incorporated into an amendment to the IFA.

XII – Consensus.

The parties will actively participate in IFA negotiations in a good faith effort to reach agreement.

XIII – Dispute and Impasse Resolution; Appeal.

20 CFR §678.755 requires identification of the process to be used among One-Stop partners to resolve issues when consensus cannot be reached. The parties agree that all disputes and impasses shall first be attempted to be resolved informally. Should informal resolution efforts fail; the parties agree to follow the most recent effective State WIOA Policy on Memorandums of Understanding and Funding Agreements (Policy). The GNCEOB will set a Benchmark Date from which dates will be measured in accordance with the Policy.

The parties understand that if an impasse occurs, the State Funding Mechanism (SFM) will take effect, as detailed in the Policy. As stated in the Policy, if the SFM takes effect, written appeals of contribution amounts may be made in accordance with such Policy.

All other provisions of the original MOU remain in effect.

ACCEPTANCE PROVISIONS:

IN WITNESS WHEREOF, the parties have executed this Amendment, each duly authorized to do so, effective on the date of signature.

10/24/2019
Date

LISA WILSON, Chair
Greater Nebraska Workforce Development Board

10-24-2019
Date

PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

9/3/2019
Date

MATT OHMAN, Executive Director (PARTNER)
Siouxland Human Investment Partnership

REVIEWED AND APPROVED BY ADMINISTRATIVE ENTITY:

KIM SCHREINER, Controller
Nebraska Department of Labor

9-5-19
Date

JOHN H. ALBIN, Commissioner of Labor
Nebraska Department of Labor

9-5-2019
Date

FUNDING MATRIX

Partner Allocation	Customers Served New (July 1, 2019 - June 30, 2020 Agreements)			Percentage		Infrastructure Cost		Total (12 Months)				
Partner Program	**Grand Island**	**Beatrice**	**Total**	**Grand Island**	**Beatrice**	**Grand Island**	**Beatrice**	**Grand Island**	**Beatrice**	**Total**	**Jul-Sept 2019**	**Oct- Dec**
Blue Valley Community Action Partnership	0	109	109	0.00%	2.39%	$0.00	$19.62	$0.00	$235.40	**$235.40**	$58.85	
Central Community Action Partnership	18	0	18	0.22%	0.00%	$1.53	$0.00	$18.31	$0.00	**$18.31**	$4.58	
Central Community College (CTE)	1461	0	1461	17.57%	0.00%	$123.84	$0.00	$1,486.13	$0.00	**$1,486.13**	$371.53	$
Ponca Tribe	9	9	9	0.00%	0.00%	$0.00	$0.00	$0.00	$0.00	**$0.00**	$0.00	
National Able Network	36	12	48	0.43%	0.26%	$3.05	$2.16	$36.62	$25.92	**$62.54**	$15.63	
Nebraska Department for Education, CCC/SCC (Adult Ed)	91	16	107	1.09%	0.35%	$7.71	$2.88	$92.57	$34.55	**$127.12**	$31.78	
Nebraska Department of Health and Human Services (TANF)	962	428	1390	11.57%	9.39%	$81.55	$77.03	$978.55	$924.34	**$1,902.89**	$475.72	$
Nebraska Department of Labor (WIOA Title 1)	199	196	395	2.39%	4.30%	$16.87	$35.27	$202.42	$423.30	**$625.72**	$156.43	$
Nebraska Department of Labor (W/P, UI, TRADE, JVSG)	4700	2889	7589	56.51%	63.36%	$398.40	$519.94	$4,780.86	$6,239.30	**$11,020.16**	$2,755.04	$2,
Nebraska VR/ Nebraska Commission for the Blind and Visually Impaired	828	262	1090	9.96%	5.75%	$70.19	$47.15	$842.24	$565.83	**$1,408.08**	$352.02	$
Pine Ridge Job Corps	6	4	10	0.07%	0.09%	$0.51	$0.72	$6.10	$8.64	**$14.74**	$3.69	
Proteus	11	15	26	0.13%	0.33%	$0.93	$2.70	$11.19	$32.40	**$43.58**	$10.90	$
Siouxland Human Investment Partnership	5	5	10	0.06%	0.11%	$0.42	$0.90	$5.09	$10.80	**$15.88**	$3.97	
Southeast Community College (CTE)	0	624	624	0.00%	13.68%	$0.00	$112.30	$0.00	$1,347.64	**$1,347.64**	$336.91	$
Total	**8317**	**4560**	**12877**	**100.0%**	**100%**	**$705.01**	**$820.68**	**$8,460.08**	**$9,848.12**	**$18,308.20**		

	(July 1, 2019- June 30, 2020 Agreements)		
Infrastructure Cost (1 Month)	**Grand Island**	**Beatrice**	**Total**
Common Area	$0.00	$0.00	$0.00
Resource Room	$564.16	$369.32	$933.48
Dedicated Phone Lines	$140.85	$451.36	$592.20
Total	$705.01	$820.68	$1,525.68
Total (1 Month)	**$705.01**	**$820.68**	**$1,525.68**
Grand Total (12 Months)	**$8,460.08**	**$9,848.12**	**$18,308.20**