

APPENDIX B

Infrastructure Funding Agreement (IFA)

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the Bangor One-Stop Comprehensive Center, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and
- Technology to facilitate access to the One-Stop Comprehensive Center, including technology used for the Center's planning and outreach activities.

The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan including terms and conditions to fund the service and operating costs of the Northeastern Workforce Development Area's one-stop network. The Parties to this IFA agree joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Northeastern Area's high standards. All Parties to this IFA recognize that infrastructure costs are applicable to all Parties, whether they are physically located in the One-Stop Comprehensive Center or not. Each Party's contributions to these costs, however, may vary as these contributions are based on the proportionate use and relative benefit received, consistent with the programs' authorizing laws and regulations, and the Uniform Guidance.

A. Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) (sec. 29 USC §3151) requires the local board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 29 USC §3151, concerning the operation of the one-stop delivery system in a local area.

The sharing and allocation of infrastructure costs is governed by WIOA Sec. 29 USC §3151, and the Federal Cost Principles contained in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance at 2 CFR part 200).

B. Components of the IFA

Pursuant to 20 CFR 678.755, 34 CFR 361.755, and 34 CFR 463.755, each local IFA must (at a minimum) include the following components:

1. The period of time in which the IFA is effective (which may be a different time period than the duration of the MOU);
2. Identification of the infrastructure costs budget, which is a component of the one-stop operating budget;
3. Identification of all one-stop partners, CEO(s), and the Local WDB participating in the IFA;
4. A description of the periodic modification and review process to ensure equitable benefit among one-stop partners;
5. Information on the steps the Local WDB, CEO(s), and one-stop partner used to reach consensus or the assurance that the local area followed the State Funding Mechanism (SFM) process; and

6. A description of the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.

C. Duration

This IFA is entered into on May 21, 2021. The IFA will remain in effect until June 30, 2021 at which time the annual WIOA-required local area cost sharing agreement will be entered into for a one-year period from July 1, 2021 through June 30, 2022. This herein becomes part of the Northeastern Workforce Development Board’s One-Stop System MOU executed on May 21, 2021.

The infrastructure cost sharing agreement will be reviewed and revised annually thereafter and must be in place by July 1, of each succeeding year.

D. The Parties to this IFA

PROGRAM	ORGANIZATION	AUTHORIZATION	SIGNATORY OFFICIAL	CONTACT INFORMATION
WIOA Adult, Dislocated Worker, and Youth Programs	Northeastern Workforce Development Board	WIOA Title I Adult, Dislocated Worker, and Youth Programs	Joanna Russell NWDB Executive Director Lee Umphrey EMDC President Peter Baldacci Chief Elected Official	jrussell@northeasternwdb.org 207-951-2549 lumphrey@emdc.org 207-942-6389 pkbaldacci@gmail.com 207-942-0076
Wagner-Peyser Employment Services	Maine Department of Labor, Bureau of Employment Services (MDOL/BES)	Wagner-Peyser Employment Services program	Kimberley Moore, Bureau Director	Kimberley.Moore@maine.gov (207) 623-7996
Trade Adjustment Assistance (TAA)	MDOL/BES	Trade Adjustment Assistance, authorized under chapter 2 of Title II of the Trade Act of 1974	Kimberley Moore, Bureau Director	Kimberley.Moore@maine.gov (207) 623-7996
Jobs for Veterans State Grants (JVSG)	MDOL/BES	Jobs for Veterans State Grants authorized under chapter 41 of title 38, U.S.C.	Kimberley Moore, Bureau Director	Kimberley.Moore@maine.gov (207) 623-7996
Bureau of Rehabilitation Services (BRS)	MDOL, Bureau of Rehabilitation Services,	State Vocational Rehabilitation program authorized under title I of the Rehabilitation Act of 1973, as	Karen Fraser, Bureau Director	Karen.D.Fraser@maine.gov (207) 637-7961
Division of Vocational Rehabilitation (DVR)	Division of Vocational Rehabilitation	Act of 1973, as	Libby Stone-Sterling Director	Libby.stone-sterling@maine.gov (207) 623-7943

Division of Blind and Visually Impaired (DBVI)	MDOL Division of Blind and Visually Impaired	amended by title IV of WIOA	Drummond, Division Director	Brenda.G.Drummond@maine.gov (207) 623-7954
Unemployment Insurance Tax, and Unemployment Compensation services, Unemployment Insurance Call Center	MDOL Bureau of Unemployment Compensation	WIOA designates the state UI agency as a required one-stop partner (section 121(b)(1)(B)(xi), WIOA).	Laura Boyette	Laura.Boyette@maine.gov
Adult Education	Maine Adult Education	WIOA Title II Adult Education and Family Literacy	Daniel Chuhta	daniel.chuhta@maine.gov 207-624-6620

The Parties to this IFA are defined as the organizations listed in section D of the IFA. In collaboration with the One-Stop Operator, the Parties to this IFA will develop a work plan that will include conversations with the other One-Stop Partners around service integration and future commitment to resources for the One-Stop Comprehensive Center.

E. One-Stop Operating Budget

Refer to the One-Stop Operating Budget in Attachment A.

F. Cost Allocation Methodology

The following allocation bases are used for cost allocation: 50% of shared costs are represented by the FTE's of resident and non-resident partners and 50% of shared costs are represented by partner's customer traffic.

Direct Space: This calculation is based on the square footage of office space dedicated to each resident partner located within the One-Stop Comprehensive Center. Direct space includes cubicles, hallways, walls, and any rooms occupied by a resident, not shared with other residents.

Shared Tenant Space: This refers to the square footage of shared tenant space represented in the storage areas (includes janitor's closet, telco room, electrical closet, and storage areas), breakroom, and the Kenduskeag conference room.

Shared Space: This refers to the square footage of all shared partner (resident and non-resident) space represented in the information center, restrooms, two (2) client interview rooms, the reception

area, and Conference Rooms Piscataquis A & B (large conference room that may be divided into two conference rooms).

G. Cost Reconciliation

All Parties agree reconciliation of budgeted and actual costs will be completed every six months to assure that costs contributed are reasonable based on proportionate share relative to benefit received. The Maine Department of Labor will provide an annual cost allocation plan to the partners including any increased facility costs on or before May 15 of each year so that the Parties can review budgeted to actual costs for each category of the operating budget.

H. Invoicing

The MDOL Department of Administrative and Financial Services (DAFS) will invoice all Parties to this IFA on a quarterly basis. An invoicing schedule will be sent to all Parties of this IFA within 30 days of execution of the IFA. Refer to Attachment B for the quarterly payment amount for each Party.

I. Steps to Reach Consensus

All Parties will make a concerted effort to negotiate the IFA, including the overall operating budget for the One-Stop Comprehensive Center. All Parties agree that the IFA shall be reviewed bi-annually and renewed annually to ensure appropriate funding of the One-Stop Comprehensive Center. The annual budget will be presented each year to all Parties and the allocation bases will be reviewed and modified, as necessary.

J. Dispute and Impasse Resolution

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the Dispute Resolution section of the MOU must be followed. If the Parties to this IFA have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared, and the State Funding Mechanism (SFM) is triggered. For the SFM, refer to State Workforce Board Policy 19-04 (https://www.maine.gov/swb/laws/policies/PY19-04_Infrastructure_Cost_Sharing.pdf).

		BES Wagner- Peysner	BES Trade	BES Veterans (JVSG)	BES Subtotal	BUC	DBVI	DVR	EMDC	Adult Ed	Subtotal Dedicated	Shared (Tenants Only)	Shared (All Partners)	Total
Statistics														
SF		1,721			1,721	5,560	877	1,926	1,614	-	11,698	5,611	4,436	21,745
# FTE's		4.0	0.5	1.5	6.0	28.0	6.0	15.0	12.0	-	67.0			
# FTE's for IFA		4.0	0.5	1.5	6.0	28.0	6.0	10.0	12.0	0.2	62.2			
% of FTE's for IFA		6.43%	0.80%	2.41%	9.65%	45.02%	9.65%	16.08%	19.29%	0.32%	100.00%			
Estimated % of Traffic		51.81%	0.00%	0.00%	51.81%	14.31%	0.00%	13.88%	20.00%	0.00%	100.00%			
Infrastructure Costs														
Rent														
Base	\$ 15.00	25,815			25,815	83,400	13,155	28,890	24,210	-	175,470	84,165	66,540	326,175
Escalator	\$ 0.45	774			774	2,502	395	867	726	-	5,264	2,525	1,996	9,785
Total		26,589	-	-	26,589	85,902	13,550	29,757	24,936	-	180,734	86,690	68,536	335,960
Utilities		2,771			2,771						2,771	10,834	7,142	20,746
Building Maintenance					-						-			-
Cleaning		2,134			2,134						2,134	8,344	5,501	15,979
Building Security		-			-	100					100		-	100
Insurance		-			-						-		-	-
Telephone Costs		2,031			2,031		807	2,405	7,109		12,352	676	2,031	15,059
Computer/Internet		12,023			12,023	3,369	8,147	24,087	1,082		48,709		18,035	66,744
Office Supplies		500			500				1,800		2,300		1,400	3,700
Equipment- New purchases, maintenance, and repair					-						-		1,192	1,192
Assistive Technology for individuals with disabilities					-						-			-
Printing/printers					-	100			1,026		1,126		1,917	3,043
Postage					-				200		200	339		539
Shredding					-				150		150			150
Other - Interpreting Services					-	1,000					1,000			1,000
Other - Travel					-		18,324	14,999			33,322			33,322
Other - Professional Services					-		5,003	13,500			18,503			18,503
Other - (blank)					-		2,788	1,034			3,822			3,822
Total Infrastructure Costs		46,049	-	-	46,049	89,471	22,504	56,249	36,303	-	250,576	106,882	105,754	463,212
Allocation of Shared (All Partners) Costs														
50% based on FTE	52,877	3,400	425	1,275	5,101	23,803	5,101	8,501	10,201	170	52,877		(52,877)	-
50% based on Traffic	52,877	27,395	-	-	27,395	7,567	-	7,339	10,575	-	52,877		(52,877)	-
		30,796	425	1,275	32,496	31,370	5,101	15,840	20,777	170	105,754	-	(105,754)	-
Total Costs per Partner														
Direct		46,049	-	-	46,049	89,471	22,504	56,249	36,303	-	250,576	106,882	105,754	463,212
Shared (Tenants Only)		15,724	-	-	15,724	50,801	8,013	17,597	14,747	-	106,882	(106,882)	-	-
Shared (All Partners)		30,796	425	1,275	32,496	31,370	5,101	15,840	20,777	170	105,754	-	(105,754)	-
Total		92,569	425	1,275	94,269	171,641	35,618	89,687	71,827	170	463,212	-	-	463,212
% of Total		20%	0%	0%	20%	37%	8%	19%	16%	0%	100%			

ATTACHMENT B

Sum of SF	Column Labels				
Row Labels	Dedicated - Office	Dedicated - Other	All Tenants	All Partners	Grand Total
BES	1,055	666			1,721
BUC	3,444	2,116			5,560
DBVI	420	457			877
DVR	1,466	460			1,926
EMDC	841	773			1,614
(blank)			5,611	4,436	10,047
Grand Total	7,226	4,472	5,611	4,436	21,745

	Column Labels						
	BES	BUC	DBVI	DVR	EMDC	(blank)	Grand Total
Sum of SF	1,721.00	5,560.00	877.00	1,926.00	1,614.00	10,047.00	21,745.00

Authority and Signature Page



northeastern
WORKFORCE DEVELOPMENT BOARD

Maine's Northeastern Workforce Development Area One Stop Partners
Memorandum of Understanding

With The

Northeastern Workforce Development Board
26 Franklin Street
Bangor, Maine, 04402-0737

On Behalf of the **WIOA Title IB Adult, Youth and Dislocated Worker Programs and the Local Area**

By signing my name below, I **Joanna Russell**, **Lee Umphrey**, and **Commissioner Peter Baldacci** certify that I
Board Director EMDC President & CEO Chief Elected Official

understand and agree to the full contents of Appendix B of the attached MOU and that all of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- The Infrastructure Funding Agreement

By signing this agreement, I also certify that I have the legal authority to bind my agency (outlined above) to the terms of:

- The Infrastructure Funding Agreement

I understand this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a. Annually,
- b. Upon amendment, modification or termination, or
- c. On June 30, 2022, whichever occurs earlier

Joanna Russell
Joanna Russell (May 14, 2021 14:20 EDT)

Joanna Russell, NWDB Executive Director
JRussell@northeasternwdb.org

5 / 14 / 21
Date
Phone: 207-992-0770

lee umphrey
lee umphrey (May 17, 2021 11:11 EDT)

Lee Umphrey, EMDC President & CEO
LUmphrey@emdc.org

5 / 17 / 21
Date
Phone: 207-942-6389

P. Baldacci
Peter Baldacci (May 19, 2021 10:24 EDT)

Peter Baldacci, Chief Elected Official
PKBaldacci@gmail.com

05 / 19 / 2021
Date
Phone: 207-942-0076

Authority and Signature Page



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WORKFORCE DEVELOPMENT BOARD

With The

**Bureau of Employment Services
Maine Department of Labor
55 State House Station
Augusta, Maine 04330-0055**

On Behalf of the Following Programs & Services:

- Wagner-Peyser Labor Exchange and Employment Services
- Trade Adjustment Assistance Services
- Jobs for State Veterans Grant Services

By signing my name below, I **Kimberley Moore**, certify that I understand and agree to the full contents of Appendix B of the attached MOU and that all of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- The Infrastructure Funding Agreement

By signing this agreement, I also certify that I have the legal authority to bind my agency (outlined above) to the terms of:

- The Infrastructure Funding Agreement

I understand this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- d. Annually,
- e. Upon amendment, modification or termination,
or
- f. On June 30, 2022, whichever occurs earlier

Kimberley Moore, Bureau Director
Kimberley.Moore@maine.gov

05, 24, 2021

Date
Phone: 207-623-7996



Authority and Signature Page

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WORKFORCE DEVELOPMENT BOARD

With The
Bureau of Rehabilitation Services
Maine Department of Labor
54 State House Station
Augusta, Maine 04330-0055

On Behalf of the **Bureau of Rehabilitation Services:**

- Division of Vocational Rehabilitation
- Division for the Blind and Visually Impaired

By signing my name below, **I Karen Fraser, Libby Stone-Sterling, Brenda Drummond,** certify that I understand and agree to the full contents of Appendix B of the attached MOU and that all of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- The Infrastructure Funding Agreement

By signing this agreement, I also certify that I have the legal authority to bind my agency (outlined above) to the terms of:

- The Infrastructure Funding Agreement

I understand this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- g. Annually,
- h. Upon amendment, modification or termination, or
- i. On June 30, 2022, whichever occurs earlier

Karen Fraser
Karen Fraser (May 27, 2021 13:54 EDT)

Karen Fraser, Bureau Director
Karen.D.Fraser@maine.gov

05 / 27 / 20

Date
Phone: 207-637-7961

Libby Stone-Sterling
Libby Stone-Sterling (May 27, 2021 13:27 EDT)

Libby Stone-Sterling, DVR Director
Libby.Stone-Sterling@maine.gov

05 / 27 / 21

Date
Phone: 207-623-7942

Brenda Drummond
Brenda Drummond (May 25, 2021 12:38 EDT)

Brenda Drummond, DBVI Director
Brenda.G.Drummond@maine.gov

05 / 25 / 21

Date
Phone: 207-623-7945



Authority and Signature Page

northeastern
WORKFORCE DEVELOPMENT BOARD

With The

**Bureau of Unemployment Compensation
Maine Department of Labor
57 State House Station
Augusta, Maine 04330-0055**

On Behalf of the **Unemployment Compensation Program:**

By signing my name below, I **Laura Boyett**, certify that I understand and agree to the full contents of Appendix B of the attached MOU and that all of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The Infrastructure Funding Agreement

By signing this agreement, I also certify that I have the legal authority to bind my agency (outlined above) to the terms of:

The Infrastructure Funding Agreement

I understand this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a. Annually,
- b. Upon amendment, modification or termination,
or
- c. On June 30, 2022, whichever occurs earlier

Laura Boyett, Bureau Director

Laura.Boyett@maine.gov

6 / 01 / 2021

Date

Phone: 207-621-5156

Authority and Signature Page



northeastern
WORKFORCE DEVELOPMENT BOARD

With The

Office of Adult Education and Family Literacy
Maine Department of Education
23 State House Station
Augusta, Maine 04330-0023

On Behalf of the **Adult Education and Family Literacy Programs**

By signing my name below, I **Daniel Chuhta** certify that I understand and agree to the full contents of Appendix B of the attached MOU and that all of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:


The Infrastructure Funding Agreement

By signing this agreement, I also certify that I have the legal authority to bind my agency (outlined above) to the terms of:

The Infrastructure Funding Agreement

I understand this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a. Annually,
- b. Upon amendment, modification or termination,
or
- c. On June 30, 2022, whichever occurs earlier


Daniel A. Chuhta (Jun 4, 2021 09:34 EDT)

Daniel Chuhta, Deputy Commissioner
Daniel.Chuhta@maine.gov

06 / 04 / 2021

Date
Phone: 207-624-6620












APPENDIX B NWDB IFA Final










Final Audit Report

2021-06-04

Created:	2021-05-14
By:	Rebecca Bryant (rbryant@northeasternwdb.org)
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 Agreement completed.

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