

Facility Cost Agreement

Purpose

The purpose of this Facility Cost Agreement (the “Agreement”) is to establish the terms and conditions under which the Madera County Workforce Investment Corporation (“MCWIC”), and Madera Unified School District, Adult School (“MUSD/MAS”) will allocate costs and share resources at the comprehensive One-Stop Center, Workforce Assistance Center (“WAC”), AKA America’s Job Center of California (“AJCC”), as outlined in the Workforce Innovation and Opportunity Act (WIOA).

Through this Agreement, mutual benefit costs related to the operation and maintenance of the WAC have been determined, as well as an allocation method of such costs.

Term of Agreement

Agreement is made effective, by and between MCWIC and MUSD/MAS, as of _____ until terminated or amended.

Termination of Agreement

Withdrawal from the Agreement requires written notice and must be submitted at the same time, and in alignment with, the termination of the partner’s Master Lease agreement to Landlord. Copy of such Lease Termination Notice to Landlord must be submitted with the Termination Notice of Facility Cost Agreement.

Definitions

Agreement Manager

A specified staff within the agency named to be responsible for the oversight, management and review of functions outlined within the Facility Cost Agreement. All invoices processed on behalf of the Facility Cost Agreement will be charged a 6% administrative fee. The administration fee will cover all tracking and reporting of all partner shared costs within the One-Stop Infrastructure as outlined in NPRM Section 678.305 and in alignment with each agencies MOU. All information will be kept in a secure location and will be reported to the Workforce Development Board on an annual basis.

Shared Costs

Cost allocation is used if a cost benefits two or more partners, it must be charged in accordance with its benefits to each partner respectively. Charges split between two or more partners must be split on the basis of proportional benefit or other reasonable method.

Allocation Methods

Allocation methods used for the purpose of this Agreement will be Square Footage (SF), Direct Use (DU), and Occupancy. The following are examples of how methods are used:

Examples:

Square Footage Allocation Method			
Cost to be allocated: Reception Staff			\$ 30,000.00
	Sq Ftg Occupied	% of Sq Ftg	Agency Proportionate Share
Agency A	1500	21.43%	\$ 6,428.57
Agency B	2500	35.71%	\$ 10,714.29
Agency C	3000	42.86%	\$ 12,857.14
Total Sq Footage	7000	100.00%	\$ 30,000.00
Direct Use Allocation Method			
Cost to be allocated: Phone service			\$ 500.00
	#'s of Phones Assigned	% of Sq Ftg	Agency Proportionate Share
Agency A	2	20.00%	\$ 100.00
Agency B	5	50.00%	\$ 250.00
Agency C	3	30.00%	\$ 150.00
Total Sq Footage	10	100.00%	\$ 500.00

Utilities Allocation by Occupancy						
Potential Occupants	Agency	Activity	Core Common Suite A & B	Suite B	Suite A	TOTAL
398.00	Suite A	Direct Occupancy	0.00	0.00	398.00	398.000
200.00	Suite B	Direct Occupancy	0.00	200.00	0.00	200.000
20.00	Core Common	Front Lobby Customers	20.00	0.00	0.00	20.000
618.000		Subtotal	20.000	200.000	398.000	618.00
0.00000		Adjustments (leverage)	0.000	0.000	0.000	0.00
618.00		Subtotal	20.000	200.000	398.000	618.00
		% total based on direct occupied	3.236%	32.362%	64.401%	100%
		% of Core common based on occupied		33.445%	66.555%	100%
		Spread of Potential Common Occupants		6.689	13.311	20.00
						0.00
	Final Occupancy Load Allocation			206.69	411.31	618.00
	% of Allocation			33.45%	66.56%	100%
	PGE Annual Est.	\$ 60,168.48		\$ 20,123.35	\$ 40,045.13	\$ 60,168.48
	Monthly Est.	\$ 5,014.04		\$ 1,676.95	\$ 3,337.09	\$ 5,014.04

Suite

The building is separated by two sections, Tenant A and Tenant B. Tenant B is on the south side of the building and will be occupied by MAS and also contains shared space (break room,

restrooms, IT server room). Tenant A is on the North side of the building and will be occupied by the MCWIC and other AJCC partner agencies.

Allocated Shared Costs Identified

Custodial/Janitorial – Due to the Custodial Labor requirements with the school district, the Adult School being open in the evening, and Adult School customers having access to the south side restrooms, custodial services will be split. Per Exhibit A, MUSD/MAS will provide services for the area outlined in blue, and MCWIC will provide custodial services outlined in orange.

Facility Utilities – MCWIC will be the responsible entity for the utilities (power, city utilities, etc.) to the building. MCWIC will be responsible for the tracking of data and invoicing of utility costs on a monthly basis. Power (PGE) will be allocated between Tenant A and B and the method will be based on occupancy. All other utilities will be allocated between Tenant A and B and the method will be based on SF.

Front Reception/Lobby Area Repairs – General repair costs in front reception/lobby area, which are not directly associated with staff in any agency, invoiced to partners their proportionate share of benefit based on SF allocation. Any damage caused directly by staff will be charged to the agency responsible for such staff.

Telecommunications – Each Lease holder will be responsible for maintaining their own telecommunications systems. The front lobby and resource room areas, as well as the breakroom, and server room will have phones connected to MCWIC phone system.

Common Space – Common space such as hallways, break room, IT server room, lobby/resource room, conference room will be allocated out based on actual direct space occupied by all partners located within the facility and allocated out accordingly. All excess of SF will be billed accordingly.

Additional Costs – Any other additional costs not common to monthly operational costs will be submitted to MUSD for prior approval before ordering or contracting.

Leveraged/In-Kind Costs Identified

Reception (2 FTE) at the Point of Entry – MCWIC will provide staff to greet customers of all Partners, take incoming telephone calls, answer inquiries or direct caller to appropriate personnel, and provides information to customers. Proportionate share of benefit based on SF allocation. (leveraged estimated cost \$98,478)

Reception/Lobby Area chairs – MCWIC will provide and leverage costs of front lobby chairs and partner materials to be provided to public.

Resource Room – MCWIC will provide and leverage costs of resource room computers, tables, and staffing which will be open and available to the public.

Staff Entry

MCWIC shall maintain the key card secure entry for all staff within the facility, and track by agency name. Reports are available to partner agency management upon request.

Modifications

This Agreement may be modified at any time with written approval of both MCWIC and MUSD/MAS. All contributing to a particular cost must approve any changes to the cost of its allocation. Intent to request modification must be provided in writing to the Agreement Manager at least two (2) weeks in advance.

Invoicing

MCWIC will submit invoice to MUSD/MAS on monthly basis for all reimbursable costs.

Signatures

By our signatures, we agree to the terms and conditions of this Agreement and certify that we have the authority to commit our organization or agency to this Agreement.

Madera County Workforce Investment Corporation

Tracie Scott-Contreras, Executive Director

Date

Madera Unified School District

Authorized Representative Signature

/

Title

Date