

MEMORANDUM OF AGREEMENT

Made Pursuant to the Workforce Innovation and Opportunity Act of 2014

BETWEEN

County of Penobscot, ME

AND

Northeastern Workforce Development Board

AND

Aroostook, Hancock, Penobscot, Piscataquis and Washington Counties Chief Elected Officials

- I. **AUTHORITY:** In accordance with the Workforce Innovation and Opportunity Act of 2014 (the "Act") a Local Workforce Development Board (WDB) must be established, and certified by the Governor, in each local area of the state to set policy for the portion of the statewide workforce investment system within the local area. Pursuant to Section 107 subsection 12 (B)(i)(II) the Chief Elected Officials (CEOs) may designate an entity to serve as a local grant sub-recipient/fiscal agent to assist in the administration of grant funds.
- II. **BACKGROUND:** The WDB is a federally designated private/public sector board, appointed by the Chief Elected Officials in Hancock, Penobscot, Piscataquis, Aroostook and Washington Counties, Maine. The mission of the Northeastern Workforce Development Board (NWDB) is to engage and promote workforce development in the five-county area and to develop program policy and oversee the workforce development system in Aroostook, Hancock, Penobscot, Piscataquis and Washington Counties.

Penobscot County was designated by the CEOs on March 28, 2016 as the local grant sub-recipient or entity designated under sub-clause (II).

Penobscot County was incorporated in 1816 and the county seat is Bangor. The county is governed by a board of commissioners comprised of five commissioners representing the different districts of the county. Commissioner Peter Baldacci represents District 1. Commissioner Tom Davis represents District 2. And Commissioner Laura Sanborn represents District 3.

The CEOs, NWDB, and Penobscot County will work collaboratively to ensure the programmatic and financial requirements of the Workforce Innovation and Opportunity Act (WIOA) are carried out in accordance with laws, rules and regulations set forth by the Act.

- III. **PURPOSE:** The CEOs, NWDB and Penobscot County agree to cooperatively work together to effectively carry out the roles and responsibilities of the NWDB. Penobscot County agrees to

provide management and support services necessary to administer the workforce funds allocated to the NWDB. Penobscot County will provide general administrative support, office equipment and secretarial/clerical support services. PENOBSOT COUNTY agrees to manage and administer all grant and other funds dedicated to workforce development activity and to provide financial management as the grant sub recipient for Workforce Investment Act and Workforce Innovation and Opportunity Act funding as outlined in the Local Area 2 Grant Sub-recipient agreements for Aroostook, Hancock, Penobscot, Piscataquis and Washington Counties dated March 28, 2016 and executed by the CEOs.

PENOBSOT COUNTY will hire, in consultation with the CEOs and NWDB and Executive Director for the NWDB whose job will be to manage and conduct the day-to-day operations of the NWDB under the direction of the NWDB.

IV. FINANCIAL INFORMATION: PENOBSOT COUNTY will assist the NWDB in developing an annual budget for administrative and service provider services. PENOBSOT COUNTY will provide monthly revenue and expenditure statements for all programs and functions of the NWDB. PENOBSOT COUNTY will ensure compliance with all state and federal financial accounting regulations and appropriate Office of Management and Budget (OBM) Circulars, all NWDB funds will be annually audited under the Single Audit Act as part of PENOBSOT COUNTY's financial records. All administrative charges must be approved by the NWDB Executive Director.

PENOBSOT COUNTY will provide all necessary supporting materials to the NWDB for review and approval including, but not limited to, policy and procedures manual, procurement procedures, conflict of interest and disclosure policy, internal control policies and contracting procedures.

PENOBSOT COUNTY will charge the NWDB rental fee for 26 Franklin Street, Bangor, Maine.

PENOBSOT COUNTY will charge the NWDB an indirect cost of no greater than 10% of salary and fringe benefits of all NWDB employees.

PENOBSOT COUNTY will charge the NWDB contracts for the NWDB staff parking fees.

PENOBSOT COUNTY will disburse funds for workforce investment activities at the direction of the NWDB and its executive director, pursuant to the requirements and provisions of the Act.

PENOBSOT COUNTY will administer the solicitation and acceptance of grants and donations from sources other than federal funds made available under the Act.

PENOBSOT COUNTY's contracted Certified Public Accountant or accounting consultant will **NOT** submit any draw requests that have not been approved by the NWDB executive director first. All charges must be verified for fiscal soundness and allow ability under WIOA.

V. **PERIODS OF PERFORMANCE:** This Memorandum of Agreement (MOA) will remain in full force and effect until any party gives the other parties a ninety (90) day notice to terminate the MOA. This MOA will be reviewed on an annual basis by all parties and any revisions or modifications will be in accordance with Section VII of this MOA.

VI. **RESPONSIBILITIES:** PENOBSCOT COUNTY will assist (where identified) the CEOs and NWDB with its responsibilities under the Act in the following NWDB functions:

- A.) Development and submittal of local plan to the Governor
NWDB Executive Director, NWDB and CEOs
- B.) Selection of Operators and Providers
NWDB Executive Director, NWDB and CEOs
- C.) Payroll, Staff Supervision, Budgets, Financial Reports and Administration and Oversight of all Fiscal Activities
Penobscot County
- D.) Program Oversight
NWDB Executive Director and NWDB
- E.) Negotiation of Local Performance Measurers
NWDB Executive Director
- F.) Employment Statistics Systems
NWDB Executive Director and NWDB
- G.) Employer Linkages and Economic Development Strategies
NWDB Executive Director and NWDB
- H.) Connecting, Brokering, and Coaching to Assist Employees
NWDB Executive Director and NWDB
- I.) Other functions as directed by the Board – To be discussed

PENOBSCOT COUNTY will provide the following for the benefit of the NWDB and its partners:

- A.) A Certified Public Accountant or financial consultant to perform all financial management for the NWDB including, but not limited to: accounts payables and receivables, bank reconciliation, account research, monthly and quarterly reporting, assisting with budget preparation, contract administration, processing draw down requests, and more.
- B.) Support staff and resources.
- C.) Office space at 26 Franklin Street, Bangor, Maine 04401.
- D.) All necessary office furniture, equipment, telecommunications/video capabilities, signage and any other necessary hardware or software.
- E.) Obtain board and directors liability insurance on NWDB's behalf (board funded and paid from NWDB Admin. Award).

During the term of this agreement, PENOBSCOT COUNTY agrees as follows:

PENOBSCOT COUNTY will not discriminate against any employee or application for employment relating to this agreement because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, or physical handicap, unless related to a bona fide occupational qualification.

PENOBSCOT COUNTY will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, age, ancestry, national origin, or physical handicap. Such action shall include, but not limited to, the following: employment upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; rate of pay or other forms of compensation; and, selection for training, including apprenticeship.

PENOBSCOT COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

PENOBSCOT COUNTY will adhere to the Maine Human Rights Act §4571. Right to freedom from discrimination in employment and provides the following protections.

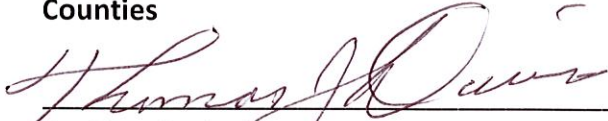
The opportunity for an individual to secure employment without discrimination because of race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin is recognized as and declared to be a civil right.

PENOBSCOT COUNTY will, in all solicitations or advertising for employees placed by or on behalf of PENOBSCOT COUNTY relating to this agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, national origin, ancestry, age or physical handicap.


- VII. **MODIFICAITON OR TERMINATION:** This MOA may be modified at any time by the mutual agreement of the parties hereto. This MOA may be terminated by one of the parties by giving the other parties a ninety (90) day notice to terminate. Notices shall be in writing and delivered to the signatories to this MOA by personally delivering the notice of termination or by certified mail with return receipt.

In witness thereof, the parties have executed this agreement at Bangor, Maine this March 28, 2016.


Chief Elected Officials of Aroostook, Hancock, Penobscot, Piscataquis and Washington Counties



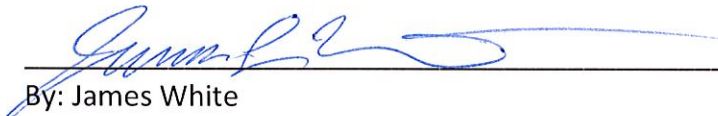
By: Tom Davis
County: Penobscot




By: Norm Fournier
County: Aroostook



By: Percy L. Brown, Jr.
County: Hancock




By: James White
County: Piscataquis



By: Vinton Cassidy
County: Washington

County of Penobscot



By: William Collins
Its: Administrator

Northeastern Workforce Development Board



By: Nicole Fletcher

Its: Chairman



By: Joanna Russell

Its: Executive Director