

MEMORANDUM OF AGREEMENT

Made Pursuant to the Workforce Innovation and Opportunity Act of 2014

BETWEEN

County of Penobscot, ME

AND

The Northeastern Workforce Development Board

AND

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

- I. **AUTHORITY:** In accordance with the Workforce Innovation Opportunity Act, (WIOA) 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 the grant funds.
- II. **BACKGROUND:** The WDB is a federally designated private/public sector board, appointed by the CEOs in Penobscot, Hancock, 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 the local area.

The County of Penobscot 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 three commissioners representing the different districts of the county. Commissioner Peter Baldacci represents District 1, Commissioner Andre Cushing represents District 2, and Commissioner Laura Sanborn represents District 3.

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

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

County of Penobscot agrees to provide management and support services necessary to administer the workforce funds allocated to the NWDB. The County of Penobscot will provide general administrative support, office equipment and secretarial/clerical support services. The County of Penobscot 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 the WIOA funding as outlined in the NWDB grant sub-recipient's active and future agreements for Aroostook, Washington, Penobscot, Piscataquis and Hancock counties.

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

The County of Penobscot 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.

The County of Penobscot will charge the NWDB rental fee for 26 Franklin Street, Bangor, ME.

The County of Penobscot will charge the NWDB and indirect cost of no greater than 10% of salary and fringe benefits of all NWDB employees.

The County of Penobscot will charge the NWDB contracts for NWDB staff parking fees.

The County of Penobscot will directly charge the NWDB contracts for the cost of financial consultant fees.

The County of Penobscot will disburse funds for workforce investment activities at the discretion of the NWDB and its executive director pursuant to the requirements and provisions of the Act. The County of Penobscot will administer the solicitation and

acceptance of grants and donations from sources other than federal funds made available under the Act.

The County of Penobscot'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 allowability under WIOA.

V. **PERIOD 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 revision or modification will be in accordance with Section VII of this MOA.

VI. **RESPONSIBILITIES:** The County of Penobscot will assist (where identified) by the CEOs and NWDB with its responsibilities under the Act in the following NWDB functions:

A.) Development and submittal of a 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
County of Penobscot

D.) Program Oversight
NWDB Executive Director and NWDB

E.) Negotiations of Local Performance Measures
NWDB Executive Director

F.) Employment Statistics System
NWDB Executive Director and NWDB

G.) Employer Linkages and Economic Development Strategies
NWDB Executive Director and NWDB

H.) Connecting, Brokering, and Coaching to Assist Employers
NWDB Executive Director and NWDB

I.) Other Functions as Directed by the Board- To be discussed

The County of Penobscot 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, accounts 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 for from the NWDB administrative award)

During the term of this agreement, the County of Penobscot agrees as follows:

The County of Penobscot will not discriminate against any employee or application for employment relating to this agreement because of race, color, religion, sex, national origin, ancestry, age, or physical handicap, unless related to a bona fide occupational qualification. The County of Penobscot will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, 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; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.

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

The County of Penobscot 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 an declared to be a civil right.

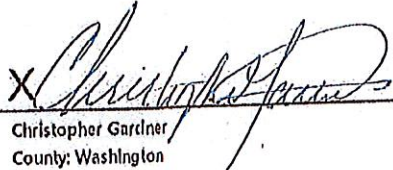
The County of Penobscot will, in all solicitations or advertising for employees placed by or on behalf of the County of Penobscot relating to this agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, national origin,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


VII. MODIFICATION 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.

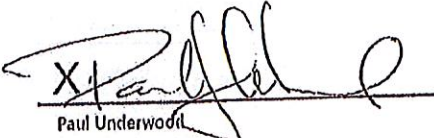
In witness thereof, the parties have executed this agreement at Bangor, Maine, this 31st day of March 2021.

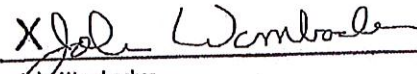
Chief Elected Officials of Penobscot, Piscataquis, Hancock, Aroostook, and Washington Counties.

X 
Peter Baldacci
County: Penobscot

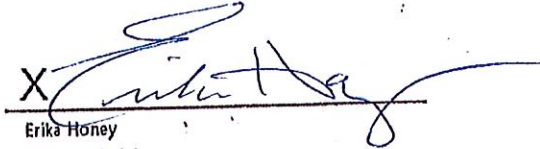
X 
Christopher Gardner
County: Washington

X 
James White
County: Piscataquis

X 
Paul Underwood
County: Aroostook

X 
John Wombacher
County: Hancock

County of Penobscot

X 
Erika Honey
County Administrator

Northeastern Workforce Development Board

X *Nicole Fletcher*
Nicole Fletcher
NWDB Chairman

X *Joanna Russell*
Joanna Russell (Apr 28, 2021 16:10 EDT)
Joanna Russell
NWDB Executive Director









Updated Fiscal Agent MOA 6

Final Audit Report

2021-04-28

Created:	2021-04-28
By:	Rebecca Bryant (rbryant@northeasternwdb.org)
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"Updated Fiscal Agent MOA 6" History

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