



northeastern
WORKFORCE DEVELOPMENT BOARD

**MAINE'S NORTHEASTERN WORKFORCE
DEVELOPMENT SYSTEM INFRASTRUCTURE FUNDING
AGREEMENT
MEMORANDUM OF UNDERSTANDING**

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Local Area Introduction

The Workforce Innovation and Opportunity Act (WIOA) calls for an integrated and coordinated service delivery system that leverages and maximizes resources in a way that reduces unnecessary duplication of services; Memorandums of Understanding (MOU) serve as the blueprint for how this will occur at each local level. One of the main goals of WIOA is to strengthen the ability of the public workforce system to align investments in workforce education and economic development in support of local and regional in-demand industry sectors and jobs. Another key goal is providing customers with access to high-quality one-stops that are customer-centered and provide access to a full range of services.

It is the role of the local boards to negotiate and facilitate the MOU with required partners. The MOU development process can be viewed in two stages: stage one addresses service coordination and collaboration amongst the partners (as outlined in the NWDB One Stop Partner (OSP MOU)); stage two addresses how to sustain the unified system through cost sharing.

Infrastructure Funding Agreement Memorandum of Understanding

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 Area one-stop network. The Parties to this IFA MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Northeastern Workforce Area’s high standards.

Among other items found herein, the Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget and Infrastructure Funding Agreement outlined reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Northeastern Workforce Area community.

A. Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the local board, with the agreement of the Chief Elected Officials (CEOs), to develop and enter into a Memorandum of Understanding between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the WIOA Joint Rule for Unified and Combined Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA Sec. 121(h), its implementing regulations, 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 MOU

- 1. Agreement on funding the costs of the services and operating costs of the system, including:
 - i. Funding of infrastructure costs of the one-stop centers in accordance with 20 CFR 688.700 through 678.55; and,
 - ii. Funding of the shared services and operating costs of the one-stop delivery system.

C. Duration

The NWDB and all required partners will develop an Infrastructure Funding Agreement by the first of July, 2024. All Parties agree that the local cost sharing agreement provision of this MOU shall be reviewed and renewed not less than once per year (annually) to ensure appropriate funding of the one-stop center system. All Parties agree that the local cost sharing agreement will be reconciled on at least a quarterly basis to assure that costs contributed are reasonable based on the Partner’s proportionate share relative to benefit received.

D. Amendment Procedures

- 1. Notification: When a Partner wishes to amend the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed amendments(s).
- 2. Discussion/Negotiation: Upon notification, the local board Chair (or Designee) must ensure that discussions and negotiations related to the proposed amendment(s) take place with partners in a timely manner as appropriate. Depending upon the type of amendment(s), this can be accomplished through email communications to all the Parties. If the proposed amendment(s) is extensive and is met with opposition, the

Local Board Chair (or Designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties the amendment(s) will be processed.

3. Substituted Party: If the amendment(s) involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into this MOU with local board approval.

As may be appropriate, if determined that a Partner is unwilling to sign the MOU, then the local board Chair (or designee) must ensure that the dispute resolution process is followed.

E. Dispute Resolution

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the local area Customer Grievance and Complaint Management Policy.)

A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the local board Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are resolved appropriately. Any party to the MOU may seek resolution under this process.

All Parties are advised to actively participate in local 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 dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the local board Chair (or Designee) and Parties to the MOU regarding the conflict within 108 business days. The local board Chair (or designee) shall place the dispute on the agenda of a special meeting of the local board's Executive Committee and/or Appeals Committee and such committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved according to the local board Executive or Appeals Committee decision process or by a 2/3 majority consent of the committee.

The decision of the Executive or Appeals Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure. The Executive or Appeals Committee must provide a written response and dated summary of the proposed resolution to Parties to the MOU.

The local board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

F. Termination

This MOU will remain in effect until the end date specified in the Duration section, unless:

1. All Parties mutually agree to terminate this MOU prior to the end date.
2. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to the MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
3. WIOA is repealed or superseded by subsequent federal law.
4. Local area designation is changed under WIOA.
5. A party breaches any provision of this MOU, and such breach is not cured within thirty (30) days after receiving written notice from the local board specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately. In the event of termination pertaining to a breach, the Parties to the MOU must convene within thirty (30) after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.
6. Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

Parties agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchasers after termination of this agreement.

System Structure and Services

Maine's workforce development system is made up of multiple partners and workforce boards responsible for developing and implementing workforce strategies at both the State and local levels. The State Workforce Development Board is an advisory board to the Governor that provides leadership to the education and workforce

system and which sets and communicates the vision for Maine’s workforce system, convenes key strategic partnerships to achieve the vision, and uses data and accountability systems to ensure the system is on track.

Local boards take on similar strategic roles but have somewhat different functions pertaining to implementation of workforce programs and services. Maine has three local workforce development areas overseen by the following local boards:

- ✚ Northeastern WDB, covering Aroostook, Hancock, Penobscot, Piscataquis, and Washington Counties.
- ✚ Central Western Maine WDB, covering Androscoggin, Franklin, Kennebec, Oxford, and Somerset Counties.
- ✚ Coastal Counties WDB, covering Cumberland, Lincoln, Knox, Sagadahoc, Waldo, and York Counties.

Local area governance begins with the chief elected official (CEO) a County Commissioner from each local area who on behalf of all the counties in the local area, takes on financial liability for WIOA funds allocated by the State to each local area through sub-awards. The chief elected officials (CEOs) are also responsible for appointing local workforce development board members, approving the local board’s local workforce plan and budget, and serving as the local grant recipient and who may designate an entity to serve as a fiscal agent on their behalf.

Local workforce development boards are responsible for defining and overseeing strategies, goals, objectives, and requirements for the use of grant funds. Local boards are made up primarily of business members representing employers from the local area and leads from agencies that serve job seekers and workers. Local boards are facilitated by a chairperson, selected from among the business membership of the board. Local boards have many functions and are responsible for convening industry partners and educational institutions to identify career pathways within key industry sectors in the local area. Local boards hire staff to assist in grant administration and implementation. Local board staff conducts monitoring and oversight of local service providers that deliver WIOA programs, create and submit required performance reports and disseminate information to local area stakeholders and more.

The goal of Maine’s workforce development system is to enhance the range, integration, and quality of workforce development services available to job seekers and businesses through a coordinated approach among partner agencies through a network of physical sites known as the one-stop system.

Local boards establish strategic direction for their local areas through contracts with service providers, by generating policies and through establishing a One-Stop Operator to coordinate the integration of services provided by the partner agencies that make up the local one-stop system.

A. American Job Centers

System services are delivered through various kinds of physical centers referred to nationally as American Job Centers and referred to in Maine as CareerCenters, Workforce Solutions Centers, and in this MOU as one-stop centers. There are three levels of one-stop centers as follows:

- 1. Comprehensive One-Stops (COS)** Each local area must have one comprehensive one-stop center from which all partner programs can be accessed. The Bangor one-stop center is the Comprehensive One-Stop for the Northeastern Workforce Area. Partner programs are required to provide “access” to their services from the COS in the local area at a minimum but are encouraged to provide access to services at any or all the centers in the local one-stop delivery system. Ways to provide “access” to partner services includes:
Option 1: Having a partner program staff member physically present at the comprehensive one-stop center;
Option 2: Having a staff member from a different partner program physically present at the comprehensive one-stop center who is appropriately trained to provide information to customers about the partner’s programs, services, and activities; or
Option 3: Making available a “direct linkage” through technology to a program staff member who can provide meaningful information or services.
 - A “direct linkage” means providing direct connection at the comprehensive one-stop center, within a reasonable time, by phone or through a real-time Web-based communication, to a partner program staff member who can provide program information or services to the customer.
 - A “direct linkage” cannot exclusively be providing a phone number or a Web site address or printed pamphlets, or materials; it means a direct linkage to a partner program staff person.
- 2. Affiliate One-Stops (AOS)** Local boards may also choose to operate other access points to service in addition to comprehensive one-stops. Such access points are called affiliate or specialized one-stop centers and are established to supplement and enhance customer access to partner services. Affiliate sites may make one or more of the one-stop partner’s program services and activities available to job seekers, workers and employers.
- 3. Specialized One-Stop Centers (SOC)** Local boards may establish specialized centers for a variety of reasons depending on local workforce needs. The local board, in conjunction with the partners and one-stop operator may determine that a specialized center is warranted. Specialized are not required to provide access to every

partner service; however, partner services provided through specialized one-stop centers must be determined through partner negotiations at the local level and incorporated into this MOU.

See **Appendix-C** for a map of the Northeastern workforce area one-stops.

B. One-Stop Operator

The NWDB selected the one-stop operator (Eastern Maine Development Corporation) through a competitive process (i.e.: Request for Proposal (RFP)) in accordance with OMB Uniform Guidance, WIOA, and its implementing regulations, and procurement laws and regulations. The primary function of the one-stop operator (OSO) is to coordinate the One Stop Partners’ meetings, services of the required partners, and to implement the Northeastern Workforce Area OSP MOU and IFA MOU. Coordinating in partnership with the NWDB staff the one-stop delivery system integration ensuring the engagement of all required WIOA partners.

The OSO will increase use of all required services and assure that they are accessible and being effectively delivered in the local area and collect and report on shared cost within the one stop career centers by using the report template provided by the NWDB to report to the NWDB quarterly.

C. Partners

Per 20 CFR 678.415, the partners required to enter this MOU with NWDB are those partner entities that act as the grant recipient / administrative entity responsible for administering the program grant funds. The term “entity” does not include service providers that the grant administrators contract with, nor does it include subrecipients of the local administrative entity.

Some of these entities are the required partner for all three local areas in the State and some are required partners only in the local area in which their program is physically located. WIOA required partners in Maine are the administrators of the following national grant-funded programs:

- 1. NWDBs, Adult, Dislocated Worker and Youth programs;
 - 2. Maine Department of Education, Adult Education and Family Literacy Act programs;
 - 3. Maine Department of Labor, Bureau of Employment Services, Employment Services programs;
 - 4. Maine Department of Labor, Bureau of Employment Services, Trade Adjustment Assistance programs;
 - 5. Maine Department of Labor, Bureau of Employment Services, Jobs for Veteran’s State Grant programs;
 - 6. Maine Department of Labor, Bureau of Unemployment Compensation, Unemployment programs;
 - 7. Maine Department of Labor, Bureau of Rehabilitation Services, Vocational Rehabilitation programs;
 - 8. Maine Community College System and Campuses, Postsecondary Carl B. Perkins Act grants;
 - 9. Maine Department of Health and Human Services, Community Services Block Grant;
 - 10. Associates for Training and Development (A4TD), Senior Community Services Employment Programs;
 - 11. PathStone Corporation, National Farmworker Jobs Program;
 - 12. Housing and Urban Development, HUD Employment and Training Programs; ①
 - 13. Career Systems Development for Loring Job Corps Program; ②
 - 14. Equus Workforce Solutions for Penobscot Job Corps Program; ②
 - 15. Penobscot Indian Nation, Native American Programs; ③
 - 16. Goodwill Industries of Northern New England, YouthBuild Lewiston grant; ④
 - 17. Learning Works, YouthBuild Portland grant; ④
- ①HUD Employment and Training Programs serve customers in the towns in which each housing authority is located.
- ②Job Corps programs serve state and national customers regardless of their physical location and are required partners for all three local areas.
- ③Native American programs serve customers in the local area in which their program is physically located; per WIOA Native American programs are not required to contribute to infrastructure cost sharing.
(Penobscot Indian Nation)
- ④YouthBuild grantees serve customers in the locality in which their program is physically located.

D. Partner Roles and Responsibility

Under 678.420 the role of required partners is identified as follows:

- a) Provide access to its programs or activities through the comprehensive one-stop center and as able throughout the one-stop system;
- b) Use a portion of funds made available to the partners’ program, to the extent consistent with Federal law authorizing the partner’s program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring among other things, that costs are allowable, reasonable, necessary, and allocable) to:

1. Provide applicable career services; and
2. Work collaboratively with the State and local boards to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure through partner contributions that are based upon:
 - i. A reasonable cost allocation methodology by which infrastructure costs are charged to each partner based on proportionate use and relative benefit received;
 - ii. Federal cost principles; and
 - iii. Any local administrative cost requirements in the Federal law authorizing the partner's program;
- c) Enter into an MOU with the local board relating to the operation of the one-stop delivery system that meets all the requirements contained herein;
- d) Participate in the operation of the one-stop delivery system consistent with the terms of this MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; and
- e) Provide representation on the State and Local boards as required and participate on board committees as needed.

System Operating Costs

One-stop infrastructure cost sharing as required under WIOA Section 121(h) is negotiated at the local area level through methods agreed upon by the local board, chief elected officials, and one stop partners. WIOA guidance has provided additional time for partners to work on cost sharing agreements.

The State will soon publish guidance for local areas to use to negotiate infrastructure cost sharing and shared service costs, in addition, it the State will publish the State Funding Mechanism (SFM) that identifies the percentage of funds each required partners will be required to allocate toward infrastructure costs sharing should the local area be unable to establish agreement on infrastructure cost sharing.

The Local Funding Mechanism (i.e.: infrastructure cost sharing agreement) effective beginning July 1, 2024 (date signatories approve) and will remain in place until one year from July 1, 2024 until June 30, 2025.

Local Area Operating Costs

The IFA MOU must identify information about the full one-stop system operating costs of each local area. Operating costs include costs such as facilities rent, utilities, equipment and interactive technologies, staff costs salaries, fringe and benefits, insurances, and service delivery costs such as materials. In addition, to clear identification of operating costs, the MOU must include a copy of the infrastructure cost sharing agreement in place.

Northeastern Workforce Development Board

Infrastructure Funding Agreement

By signing this form, I certify that I understand and agree:

- With the contents of the attached **Infrastructure Funding Agreement (IFA)**, which goes into effect **July 1, 2024** and remains in effect for one year **through June 30, 2025**;
- That customers of the one-stop system will have direct access from the Bangor CareerCenter to the programs and services identified above;
- With the overall operations budget identified for the Bangor CareerCenter;
- Cash and/or in-kind contribution amounts assigned to each of the programs listed above;
- That the contributions identified will be evaluated and reconciled semi-annually;
- With the allocation formulas identified in the attached IFA;
- That should any changes in available program funding from the above programs occur, that I will notify the NWDB to ensure adjustments are made in a timely manner.

ORGANIZATION

On Behalf of **Program(s)**

Name	Title	Email Address	Phone Number
Signature: _____ Date: _____			

APPENDIX A

Local Areas Operating Costs and Cost Sharing Agreement
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 July 1, 2024. The IFA will remain in effect until June 30, 2025 at which time the annual WIOA-required local area cost sharing agreement will be entered into for a one-year period from July 1, 2025 through June 30, 2026. This herein becomes part of the Northeastern Workforce Development Board’s One-Stop System MOU executed on July 1, 2024.

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

E. 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.

PROGRAM	ORGANIZATION	AUTHORIZATIO N	SIGNATORY OFFICIAL	CONTACT INFORMATION
WIOA Adult, Dislocated Worker, and Youth Programs	Northeastern Workforce Development Board	WIOA Title I Adult, Dislocated Worker, and Youth Programs	Galan Williamson NWDB Executive Director Scott Adkins Chief Elected Official	gwilliamson@northeasternwdb.org 207-992-0771 sadkins@penobscot-county.net 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) Division of Vocational Rehabilitation (DVR) Division for the Blind and Visually Impaired (DBVI)	MDOL, Bureau of Rehabilitation Services, Division of Vocational Rehabilitation MDOL Division for the Blind and Visually Impaired	State Vocational Rehabilitation program authorized under title I of the Rehabilitation Act of 1973, as amended by title IV of WIOA	Libby Stone-Sterling, Division Director Elissa Rowe, Director DBVI Samantha Fenderson, Director DVR	Libby.Stone-Sterling@maine.gov (207) 623-7943 Elissa.Rowe@maine.gov (207) 623-7954 Samantha.J.Fenderson@maine.gov (207) 754-1726
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).	Suzan McKechnie, Interim Bureau Director	Suzan.C.McKechnie@maine.gov (207) 287-3531
Adult Education	Maine Adult Education	WIOA Title II Adult Education and Family Literacy	Daniel Chuhta, Deputy Commissioner	daniel.chuhta@maine.gov 207-624-6620
Senior Community Employment Service Program (SCSEP)	Associates for Training and Development (A4TD)		Pat Elmer, President and CEO	pelmer@a4td.org 802-524-3200 x 112
National Farmworker Jobs Program (NFJP)	PathStone Corporation		Elizabeth Grout, Regional Administrator	egrout@pathstone.org 207-307-6174
Job Corps	Penobscot Job Corps		Molly Ginn, Director	Ginn.Molly@jobcorps.org 207-561-8512
Job Corps	Loring Job Corps		Kristi Moir, Director	Moir.Kristi@jobcorps.org 207-328-4701
Community Services Block Grant	Maine Department of Health and Human Services Office of Child and Family Services (OCFS)		Bobbi Johnson, Director	Bobbi.Johnson@maine.gov (207) 624-7989
Temporary Assistance for Needy Families (TANF)	Maine Department of Health and Human Services Office of Family Independence (OFI)		Ian Yaffe, Director	Ian.Yaffe@maine.gov (207) 624-4103

Postsecondary Carl Perkins Career and Technical Education Programs	Maine Community College System: Northern Maine Community College; Washington County Community College Eastern Maine Community College		Angela Buck, NMCC President; Susan Mingo, WCCC President; Elizabeth Russell, EMCC President	nabuck@nmcc.edu (207) 768-1128 smingo@wccc.me.edu 207-454-1001 erussell@emcc.edu 207-974-4691
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F. One-Stop Operating Budget
Refer to the One-Stop Operating Budget in Attachment A.

G. Cost Allocation Methodology
The following allocation bases are used for cost allocation: Resident share is 89% of all partner space and non-resident share 11%.

H. 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.

I. 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).

J. 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.

K. Invoicing
The MDOL Department of Administrative and Financial Services (DAFS) will invoice NWDB for non-resident portion totally \$6983.00. NWDB will invoice each non-resident party to this IFA on a quarterly basis. Payments should be sent to Northeastern Workforce Development Board, 26 Franklin Street, PO Box 737, Bangor, ME 04401.

L. 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.

M. 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.

Assumptions

Common Areas				SF	Square Footage Summary				Non-Resident Partners distribution (from Galan)				now	difference	
% Based on Square Footage	87%	\$	380,190	Rest Room 1	all partners	431	Dedicated	#####	245,162			0%	-	-	
% Based on Traffic	13%	\$	56,810	Rest Room 2	all tenants	527	Common - All Tenants	3,407	74,272	EMCC	1,400	20%	1,377	(23)	
Expenses				Break Room	all tenants	438	Common - All Partners			WCCC	500	7%	492	(8)	
				Telco Room	all tenants	124	Residents	2,467	89%	53,773	NMCC	900	13%	885	(15)
	Rent	360,000		Electrical	all tenants	144	Non-Residents	320	11%	6,983	TANF	700	10%	689	(11)
	Utilities	51,000		Janitor's Closet	all tenants	65	Common - All Partners subtotal	2,787	60,756	Penobscot Job Corps	700	10%	689	(11)	
	Tech	26,000		Storage	all tenants	119	Total Square Footage	17,440	380,190	Adult Ed Hub 3	700	10%	689	(11)	
	Total Expenses	\$ 437,000		Conf rm 3	all partners	228				Adult Ed Hub 1	500	7%	492	(8)	
				Stick Built 2	all partners	120				Adult Ed Hub 2	500	7%	492	(8)	
				Stick Built 3	all partners	120				National Farmworker Jobs Program	500	7%	492	(8)	
				Reception Area	all partners	1,388				SCSEP	400	6%	393	(7)	
				Information Center	all partners	500				Community Services Block Grant (CSBG)	300	4%	295	(5)	
			Conf rm 1	all tenants	1,350						7,100	100%	6,983	(117)	
			Conf rm 2	all tenants	640										
			Conf rm 4	all tenants	256										
			Halls/Walls		3,853										
			Subtotal Common Areas		10,303										
			Total Square Footage		21,549										

Allocation

87% based on SF										13% based on Traffic						
		Dedicated Office SF	Dedicated Other SF	Limited Shared SF	Total Dedicated SF	% Dedicated	Dedicated	Common - All Tenant	Common - All Partner	Allocated Expense (SF)	Number	%	Allocated Expense (Traffic)	Total		
Resident Partners	EMDC	dedicated	641	773	39	1,453	12.92%	31,675	9,596	6,948	48,219	329	8%	4,456	\$ 52,675.32	12.05%
	DBVI	dedicated	420	405	52	877	7.80%	19,118	5,792	4,193	29,104	21	1%	284	\$ 29,388.33	6.73%
	DVR	dedicated	1,354	252	208	1,814	16.13%	39,545	11,980	8,674	60,199	266	6%	3,603	\$ 63,802.00	14.60%
	BES	dedicated	1,175	588	39	1,802	16.02%	39,283	11,901	8,616	59,801	3,049	73%	41,300	\$ 101,101.01	23.14%
	BUC Consort	dedicated	362	-	-	362	3.22%	7,892	2,391	1,731	12,013	359	9%	4,863	\$ 16,876.08	3.86%
	UC Tax	dedicated	466	80	-	546	4.86%	11,903	3,606	2,611	18,119	-	0%	-	\$ 18,119.40	4.15%
	BUC Call Center	dedicated	2,352	1,840	-	4,192	37.28%	91,385	27,685	20,044	139,115	-	0%	-	\$ 139,114.51	31.83%
	Loring Job Corps	dedicated	200	-	-	200	1.78%	4,360	1,321	956	6,637	170	4%	2,303	\$ 8,939.88	2.05%
	Admin Hearings	dedicated	-	-	-	-	0.00%	-	-	-	-	-	0%	-	\$ -	0.00%
	Subtotal, Resident Partners		6,970	3,938	338	11,246	100%	245,162	74,272	53,773	373,207	4,194	100%	56,810	\$ 430,017	98.40%
Non-Resident Partners																
		-	-	-	-	-	-	-	-	-	-	0%	-	-	\$ -	0.00%
EMCC		-	-	-	-	0%	-	-	1,377	1,377	-	0%	-	-	\$ 1,377.02	0.32%
WCCC		-	-	-	-	0%	-	-	492	492	-	0%	-	-	\$ 491.79	0.11%
NMCC		-	-	-	-	0%	-	-	885	885	-	0%	-	-	\$ 885.23	0.20%
TANF		-	-	-	-	0%	-	-	689	689	-	0%	-	-	\$ 688.51	0.16%
Penobscot Job Corps		-	-	-	-	0%	-	-	689	689	-	0%	-	-	\$ 688.51	0.16%
Adult Ed Hub 3		-	-	-	-	0%	-	-	689	689	-	0%	-	-	\$ 688.51	0.16%
Adult Ed Hub 1		-	-	-	-	0%	-	-	492	492	-	0%	-	-	\$ 491.79	0.11%
Adult Ed Hub 2		-	-	-	-	0%	-	-	492	492	-	0%	-	-	\$ 491.79	0.11%
National Farmworker Jobs Program		-	-	-	-	0%	-	-	492	492	-	0%	-	-	\$ 491.79	0.11%
SCSEP		-	-	-	-	0%	-	-	393	393	-	0%	-	-	\$ 393.44	0.09%
Community Services Block Grant (CSBG)		-	-	-	-	0%	-	-	295	295	-	0%	-	-	\$ 295.08	0.07%
Subtotal, Non-Resident Partners		-	-	-	-	0%	-	-	6,983	6,983	-	0%	0%	6,983	1.60%	
TOTAL		6,970	3,938	338	11,246	100%	\$ 245,162	\$ 74,272	\$ 60,756	\$ 380,190	\$ 4,194	100%	\$ 56,810	\$ 437,000	100.00%	

before
difference

8,915
(1,931)

ok

ok

APPENDIX B

Authority and Signature Pages

Northeastern Workforce Development Board

Infrastructure Funding Agreement

By signing this form, I certify that I understand and agree:

- With the contents of the attached **Infrastructure Funding Agreement (IFA)**, which goes into effect **July 1, 2024** and remains in effect for one year **through June 30, 2025**;
- That customers of the one-stop system will have direct access from the Bangor CareerCenter to the programs and services identified above;
- With the overall operations budget identified for the Bangor CareerCenter;
- Cash and/or in-kind contribution amounts assigned to each of the programs listed above;
- That the contributions identified will be evaluated and reconciled semi-annually;
- With the allocation formulas identified in the attached IFA;
- That should any changes in available program funding from the above programs occur, that I will notify the NWDB to ensure adjustments are made in a timely manner.

The Maine Department of Labor – Bureau of Employment Services

On Behalf of the Following Programs & Services:

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

Kimberley Moore, Bureau Director

Kimberley.Moore@maine.gov

207-620-0183

Signature:  Date: 03/06/2025

The Maine Department of Labor – Bureau of Unemployment Compensation

Suzan McKechnie, Acting Director

Suzan.C.Mckechnie@maine.gov

(207) 287-3531

Signature:  Date: 03/04/2025

The Maine Department of Education – Adult Education

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

Daniel Chuhta, Deputy Director

Daniel.Chuhta@maine.gov

207-624-6620

Signature:  Date: 03/04/2025
Daniel Chuhta (Mar 4, 2025 13:12 EST)

The Maine Department of Labor – Bureau of Rehabilitation Services

On Behalf of the **Maine Vocational Rehabilitation Programs** and services provided through the **Division of Vocational Rehabilitation (DVR)** and the **Division for the Blind and Visually Impaired (DBVI)**

Libby Stone-Sterling, Bureau Director Libby.Stone-Sterling@maine.gov 207-623-7943

Signature: libby stone-sterling Date: 03/07/2025

Elissa Rowe, Director DBVI Elissa.Rowe@maine.gov 207-623-7954

Signature: *Elissa Rowe*
Elissa Rowe (Mar 4, 2025 14:36 EST) Date: 03/04/2025

Samantha Fenderson, Director DVR Samantha.J.Fenderson@maine.gov 207-754-1726

Signature: *Samantha Fenderson*
Samantha Fenderson (Mar 4, 2025 16:12 EST) Date: 03/04/2025

WIOA Title IB Adult, Dislocated Worker, and Youth Programs and Services

Galan Williamson, NWDB Executive Director GWilliamson@northeasternwdb.org 207-907-0014

Signature: *Galan Williamson* Date: 03/13/2025

Scott Adkins, Penobscot County Administrator sadkins@penobscot-county.net 207-942-0076

Signature: *Scott A Adkins*
Scott A Adkins (Mar 7, 2025 13:47 EST) Date: 03/07/2025

Lee Umphrey, EMDC President & CEO lumphrey@emdc.org 207-262-4947

Signature: *Lee Umphrey* Date: 03/05/2025

Associates for Training and Development (A4TD)

On Behalf of the **Senior Community Employment Service Program (SCSEP)**

Pat Elmer, President and CEO pelmer@a4td.org 802-524-3200 x 112

Signature: *Pat Elmer* Date: 03/04/2025

PathStone Corporation

On Behalf of the **National Farmworkers Jobs Program (NFJP)**

Elizabeth Grout, Director egrout@pathstone.org 207-307-6174

Signature: *Elizabeth Grout*
Elizabeth Grout (Mar 10, 2025 09:54 EDT) Date: 03/10/2025

Penobscot Job Corps

On Behalf of **Job Corps Programs**

Molly Ginn, Center Director

Ginn.Molly@jobscorps.org

207-561-8512

Signature:  Date: 03/04/2025
Molly Ginn (Mar 4, 2025 12:07 EST)

Loring Job Corps

On Behalf of **Job Corps Programs**

Kristie Moir, Director

Moir.Kristie@jobcorps.org

207-328-4212

Signature:  Date: 03/13/2025

Maine Department of Health and Human Services Office of Child and Family Services (OCFS)

On Behalf of the **Community Services Block Grant (CSBG)**

Bobbi Johnson, Director

Bobbi.Jonhnson@maine.gov

207-624-7989

Signature: Bobbi L. Johnson, LMSW Date: 03/04/2025

Maine Department of Health and Human Services Office of Family Independence (OFI)

On Behalf of **Temporary Assistance for Needy Families (TANF)** program

Ian Yaffe, Director

Ian.Yaffe@maine.gov

207-624-4103

Signature:  Date: 03/05/2025

Maine Community College System

On Behalf of **Postsecondary Carl Perkins Career and Technical Education Programs**

Angela Buck, NMCC President

nabuck@nmcc.edu

207-768-1128

Signature:  Date: 03/11/2025
Angela R. Buck (Mar 11, 2025 16:51 EDT)

Susan Mingo, WCCC President

SMingo@wccc.me.edu

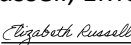
207-454-1001

Signature:  Date: 03/04/2025

Elizabeth Russell, EMCC President

ERussell@emcc.edu

207-974-4691

Signature:  Date: 03/04/2025

Signature: *Libby Stone-Sterling*

Email: libby.stone-sterling@maine.gov

Signature: *Bobbi L. Johnson, LMSW*

Email: bobbi.johnson@maine.gov












IFA MOU 2024

















Final Audit Report

2025-03-13

Created:	2025-03-04
By:	Galan Williamson (gwilliamson@northeasternwdb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd-fHfcmoVhw-5hGMz53Ee1jJB6DrjAw

"IFA MOU 2024" History

-  Document created by Galan Williamson (gwilliamson@northeasternwdb.org)
2025-03-04 - 3:35:15 PM GMT
-  Document emailed to Kimberley Moore (kimberley.moore@maine.gov) for signature
2025-03-04 - 3:35:23 PM GMT
-  Document emailed to Suzan Mckechnie (suzan.c.mckechnie@maine.gov) for signature
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-  Document emailed to Daniel Chuhta (daniel.chuhta@maine.gov) for signature
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-  Document emailed to Libby Stone-Sterling (libby.stone-sterling@maine.gov) for signature
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-  Document emailed to elissa.rowe@maine.gov for signature
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-  Document emailed to samantha.j.fenderson@maine.gov for signature
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-  Document emailed to Galan Williamson (gwilliamson@northeasternwdb.org) for signature
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-  Document emailed to sadkins@penobscot-county.net for signature
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-  Document emailed to Lee Umphrey (lumphrey@emdc.org) for signature
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-  Document emailed to Pat Elmer (pelmer@a4td.org) for signature
2025-03-04 - 3:35:25 PM GMT

-  Document emailed to egrout@pathstone.org for signature
2025-03-04 - 3:35:25 PM GMT
-  Document emailed to Molly Ginn (ginn.molly@jobcorps.org) for signature
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-  Document emailed to Kristie Moir (moir.kristie@jobcorps.org) for signature
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-  Document emailed to Bobbi Johnson (bobbi.johnson@maine.gov) for signature
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-  Document emailed to Ian Yaffe (ian.yaffe@maine.gov) for signature
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-  Document emailed to nabuck@nmcc.edu for signature
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-  Document emailed to susan mingo (smingo@wccc.me.edu) for signature
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2025-03-04 - 9:11:02 PM GMT

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2025-03-04 - 9:12:02 PM GMT

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2025-03-07 - 6:47:41 PM GMT



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 Agreement completed.

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