

## ENCLOSURE 2

### CHIEF ELECTED OFFICIALS CONSORTIUM AGREEMENT OF THE SOUTHWEST WISCONSIN WORKFORCE DEVELOPMENT AREA

FOR THE WISCONSIN COUNTIES OF GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND AND ROCK COUNTIES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock in the State of Wisconsin (hereinafter the Counties).

#### WITNESSETH:

WHEREAS, the County Board of Supervisors of the aforementioned Counties did previously adopt resolutions authorizing the County Board Chairperson to sign a Consortium Agreement creating the Southwest Wisconsin Counties Consortium under section 66.0301, Wisconsin Statutes, in order to administer the provisions of Public Law 105-220, the federal Workforce Investment Act; and,

WHEREAS, the County Board of Supervisors of each of the aforementioned counties has adopted a resolution authorizing the County Board Chairperson to sign this "Charter of the Southwest Wisconsin Counties Consortium" under the Workforce Investment Act (P.L. 105-220)" (hereinafter, the "Charter"); and,

WHEREAS, the Workforce Innovation and Opportunity Act (Public Law 113-128) has been enacted by Congress in replacement of the Workforce Investment Act,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and each party acknowledges sufficiency of which for itself, the Counties do hereby agree to the following Charter:

#### AGREEMENT

- SECTION 1: That the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock, under Section 66.0301, Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of Section P.L. 113-128 (Workforce Innovation and Opportunity Act) as codified in Title 29 USC Chapter 32.
- SECTION 2: The chief local elected officials (the Chairpersons of the County Board of Supervisors) or the designees of said officials of the Counties in Section 1 shall constitute the Workforce Development Area Consortium of Commissioners (hereinafter, the "Consortium") which shall appoint the Workforce Development Board under the Workforce Innovation and Opportunity Act, Title 29 USC Chapter 32.
- SECTION 3: The Consortium shall elect from its membership a Chairperson, a Vice Chairperson and such other officers as may be provided in the by-laws. Vacancies shall be filled by election for the remainder of the unexpired term. The Chairperson shall appoint a staff person of one of the consortium member counties or the administrative entity to serve as consortium clerk.
- SECTION 4: The Consortium shall name a Chief Elected Official from their membership. This person shall have signatory authority and authority to speak for the Consortium in all matters regarding the Workforce Innovation and Opportunity Act. The term of this designation shall be identified.

Commented [DM1]: I think this section was renumbered 66.0301 in the Wisconsin Statutes.

## ENCLOSURE 2

- SECTION 5: Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium.
- SECTION 6: The Consortium may adopt operational and procedural bylaws consistent with this Charter, applicable federal and state laws, and rules or regulations pursuant thereto. By-laws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies hereof are delivered to each member fifteen (15) days prior to consideration.
- SECTION 7: The Consortium shall appoint the Workforce Development Board of the area. In accordance with the requirements established by the Governor and the criteria established under 29 USC 3122(b), the Consortium appoints the members of the local board from the individuals nominated or recommended to be such members according to 29 USC 3122(c)(l)(B).
- SECTION 8: The Consortium shall execute an agreement with the Workforce Development Board for the operation and functions of the Board under WIOA (29 USC Chapter 32). The Consortium is the grant recipient of the Workforce Innovation grant funds and shall be liable for any misuse of the grant funds allocated to the local area, unless the chief elected official reaches an agreement with the Governor to bear such liability (29 USC 3122(d)(12)(B)(i)(I) and (II)). The Consortium will direct the Board to receive the Workforce Innovation and Opportunity Act funds on behalf of the Consortium and serve as administrative entity and fiscal agent and disburse funds at the direction of the local board pursuant to the requirements of 29 USC Chapter 32, subchapter II. 29 USC 3122(d)(12)(B)(i)(III). In the role as grant administrator and fiscal agent, the SWWDB shall:
1. Conduct an annual agency wide unqualified audit, per the requirements of the State of Wisconsin Department of Workforce Development and shall provide each Local Elected Official with a complete copy of the audit, including any management letter. A copy of any audit response by the SWWDB shall also be provided to the Local Elected Officials.
  2. Maintain both general liability and errors and omissions coverage for past and future liabilities to protect the Local Elected Officials and their respective counties.
  3. In the case of any misuse of grant funds allocated to the local area beyond the parameters stated above, the Consortium agrees to assume liability as required at 29 USC 3122(d)(12)(B)(i)(I) and (II): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. If the Counties are unable to reach agreement, the Consortium shall consider the following when determining responsibility for the repayment of misused funds:
    - A. Workforce programs in the Southwest Wisconsin Workforce Development Area shall be administered prudently to minimize liability.
    - B. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;

## ENCLOSURE 2

- C. Service delivery contractors shall assume repayment of disallowed costs that result in their failure to implement WIOA programs according to public law 113-128, corresponding federal regulations, and/or State or Local policy;
- D. The SWWDB shall maintain adequate errors and omission insurance as described in the Joint Agreement, to cover CEOs and the SWWDB members;
- E. The Consortium is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act.
- F. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Title 20 CFR Section 683.710):
  - As the designated Fiscal Agent for WIOA Title 1 program funds, the SWWDB shall assume liability, not to exceed available reserves, for WIOA disallowed costs.
  - For disallowed costs exceeding Fiscal Agent reserves, liability will be determined by the CEO Consortium based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.
- G. Finally, after every possible method to reduce liability is exhausted, and the Counties are unable to reach agreement on relative liability, the liability, as determined by the CEO Consortium, shall be apportioned between the six counties in proportion to their respective percentage of the workforce expenditures by WIOA Program in the fiscal year the disallowed cost or other liability occurred. For example, if 10% of WIOA Adult program funds were expended in a County, that County would be responsible for 10% of the liability/disallowed cost.

SECTION 9: The Consortium shall perform all functions for local elected officials as contained in P.L.113-128, the Workforce Innovation and Opportunities Act including:

1. Submit a request for initial designation of a workforce development area and consult with the Governor on the initial designation and future re-designation of a Workforce Development Area. (29 USC 3121(b)(2) and 29 USC 3121(b)(1)(A)(ii))
2. Work with the local board to:
  - A. Develop local and regional plan(s);
    - i. Develop and submit to the Governor a comprehensive 4-year local plan for the region that is consistent with the State plan. 29 USC 3122 (d)(1) and 3123(a).
    - ii. Consult with the State to identify regions, consistent with the considerations described in 29 USC 3121(b)(1)(B). 29 USC 3121 (a)(1).
    - iii. Engage in a regional planning process and prepare, submit, and obtain approval of a single regional plan consistent with the requirements in 29 USC 3121(c).
  - B. Develop and administer budget and grant responsibilities:
    - i. Annually review and approve the local board's budget for the activities

## ENCLOSURE 2

of the local board. 29 USC 3122(d)(12)(A).

- C. Oversee workforce programs:
- i. Work with the local board to conduct oversight with respect to local programs of youth activities authorized under 29 USC 3164(c), local employment and training activities authorized under 29 USC 3174(c) and (d), and the one-stop delivery system in the local area; and ensure the appropriate use and management of the WIOA funds provided for these activities and one-stop delivery system; and for workforce development activities, ensure the appropriate use, management and investment of funds to maximize performance outcomes under section 29 USC 3141 and 29 USC 3122(d)(8).
  - ii. In cooperation with the local board, competitively designate or certify One Stop Operators, as described in 29 USC 3151(d)(2)(A) or terminate for cause the eligibility of such operators. 29 USC 3122(d)(10)(A).
  - iii. Review and approve a Memorandum of Understanding (MOU) between the local board and the One Stop Partners, relating to the operation of the One Stop delivery system in the local area, consistent with the requirements in 29 USC 3151(c)(2). 29 USC 3151(c)(l).
  - iv. In agreement with the local board, conduct oversight of the one-stop delivery system, 29 USC 3151(a)(3), and consult with the State as it establishes objective criteria and procedures used to evaluate the operation of the one-stop center as described in 29 USC 3151(g).
  - v. Consult with the local board, the One Stop Operator, and the One Stop- Partners regarding funding of the One Stop infrastructure as described in 29 USC 3151(h)
  - vi. Consult with the Governor as he or she establishes guidance for infrastructure one stop funding (29 USC 3151(H)(l)(B) and determines funding as described in 29 USC 3151(h)(2)(C),
  - vii. Consult with the Governor as he/she determines funding allocation for youth activities and a statewide workforce investment activities under 29 USC 3162(b)(l)(C). 29 USC 3163(b).
  - viii. Consult with the Governor as he/she determines funding allocation for adult employment and training activities and a statewide workforce activities under 29 USC 3172(b)(l)(B). 29 USC 3173(b)(l).
3. Work with the local board and the Governor to negotiate and reach agreement on local performance measures. 29 USC 3122(d)(9).
  4. Determine whether to appeal a gubernatorial reorganization determination made under 29 USC 3141(g)(A) to the Governor under 29 USC 3141(g)(B)(i) and to the Secretary of the U.S. Department of Labor under 29 USC 3141(g)(B)(ii).

SECTION 10: This Charter agreement shall be effective when executed by the chief elected official thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This Charter may only be revised, modified or amended in writing and upon a majority vote of the Consortium with the governing By-Laws.

**ENCLOSURE 2**

SECTION 11: The Consortium may be dissolved and this Charter may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.

**For Grant County**

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| Printed Name | Title |
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| Signature    | Date  |

**For Green County**

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| Printed Name | Title |
| _____        | _____ |
| Signature    | Date  |

**For Iowa County**

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| _____        | _____ |
| Printed Name | Title |
| _____        | _____ |
| Signature    | Date  |

**For Lafayette County**

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| _____        | _____ |
| Printed Name | Title |
| _____        | _____ |
| Signature    | Date  |

**ENCLOSURE 2**

**For Richland County**

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Printed Name

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Title

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Signature

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Date

**For Rock County**

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

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Signature

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Date