

Memorandum of Agreement
Between the Southwest Counties Consortium and the
Southwest Wisconsin Workforce Development Board

The Workforce Innovation and Opportunity Act, Public Law 113-128, hereinafter referred to as “WIOA”, authorizes the expenditure of federal funds for employment and training activities in locally determined workforce development areas (WDAs). This agreement is made and entered into this ~~_____~~20 day of ~~June~~ 2022~~December 2015~~ by and between the Southwest Wisconsin Counties Consortium, hereinafter referred to as “SWCC”, and the Southwest Wisconsin Workforce Development Board, Inc., hereinafter referred to as “SWWDB” to ensure the proper planning and oversight of workforce development activities and compliance to the WIOA and applicable regulations.

WHEREAS, the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock have been designated as a Workforce Development Area (WDA) under the WIOA; and

WHEREAS, the Counties of Grant, Green, Iowa, Lafayette, Richland and Rock have declared their intent to provide workforce development services as defined in the WIOA; and

WHEREAS, the Locally Elected Officials (LEOs), officially known as the Southwest Wisconsin Counties Consortium, have established a Workforce Development Board to provide policy guidance for and exercise oversight responsibility with respect to activities under the Local Workforce Development Plan for the Southwest Wisconsin Workforce Development Area; and

WHEREAS, the SWCC is the appointing authority for members of the SWWDB under the WIOA; and

WHEREAS, the Wisconsin Department of Workforce Development, under the authority of the WIOA, requires an agreement between locally elected officials (SWCC) (described in WIOA as chief elected officials) and the local workforce development board (SWWDB) that describes the roles and responsibilities of each party.

NOW, THEREFORE, BE IT RESOLVED that this Agreement, pursuant to the WIOA, is made and entered between the SWCC and SWWDB; and

BE IT FURTHER RESOLVED that this Agreement, fairly and fully describes the authorities and responsibilities of each partner.

I. Purpose:

The SWCC and the SWWDB share a collaborative relationship to ensure workforce development activities taking place in the Southwest Wisconsin Workforce Development Area promote economic health and create a competitive advantage for the region. The purpose of this Agreement is to define the duties, roles and responsibilities of the chief elected officials (CEOs) of the SWCC and the SWWDB under the Workforce Innovation and Opportunity Act of 2014.

II. Authorities and Responsibilities of the SWCC:

- A. (Local Area Designation) The SWCC shall submit a request for initial designation of the local workforce development area (WDA 11 - Southwest Wisconsin Workforce Development Area) and consult with the Governor of the State of Wisconsin on any sub-sequent re-designation of the local workforce development area.
- B. (Board Appointment) In accordance with the requirements established by the Governor, the criteria established under the WIOA, and the SWCC Agreement, the SWCC shall appoint the members of the SWWDB.

C. (Fiscal and Administrative Activities)

1. The SWCC shall serve as the grant recipient for, and be liable for any misuse of, the WIOA grant funds allocated to the Southwest Wisconsin Workforce Development Area.
2. SWCC shall designate the SWWDB to serve as the local fiscal agent and to receive the WIOA funds on behalf of Southwest Wisconsin Workforce Development Area. Such designation shall not relieve the SWCC for any misuse of grant funds.
3. SWCC shall designate the SWWDB to serve as the administrative entity responsible for workforce planning and activities defined under the WIOA in the local workforce development area.
4. (Budget) SWCC shall review and approve annual budgets that will allow SWWDB to carry out the duties of the local board as defined in the WIOA and supported by this Agreement.
5. The SWCC shall review and approve a Memorandum of Understanding (MOU) between the SWWDB and the One Stop Partners, relating to the operation of the One Stop delivery system in the Southwest Wisconsin Workforce Development Area, consistent with the requirements in 29 USC 3151(c)(2), 29 USC 3151(c)(1).
6. The SWCC shall consult with the Governor as he/she determines funding allocation for youth activities and statewide workforce investment activities.
7. The SWCC shall consult with the Governor as he/she determines funding allocation for adult employment and training activities and a statewide workforce investment activities.

- D. (Performance Measurement/Sanctions) In the event of unsuccessful performance as defined in the WIOA, the SWCC shall determine whether to appeal a gubernatorial reorganization to the Governor and to the Secretary of the U.S. Department of Labor.

III. Authorities and Responsibilities of the SWWDB:

A. (Fiscal and Administrative Activities)

1. The SWWDB shall establish and maintain a private not-for profit, 501(c) 3 corporation to serve as the local fiscal agent and administrative entity for the Southwest Wisconsin Workforce Development Area.
2. The SWWDB shall conduct an annual agency-wide unqualified audit, per the requirements of the State of Wisconsin's Department of Workforce Development, and shall provide each local elected official with a complete copy of the audit, including a management letter. A copy of any audit response by the SWWDB shall also be provided to the Local Elected Officials.
3. The SWWDB shall prepare, and have approved by the SWCC, a budget for the purpose of carrying out the duties of the SWWDB for the operation and oversight of workforce development programs and services allowable under the WIOA.
4. The SWWDB shall disburse grant funds, in accordance with applicable rules and regulations, for workforce development activities as approved by fully executed contracts or other authorizing agreements.
5. The SWWDB shall hire the Chief Executive Officer and employ staff needed for the planning and administration of allowable programs and services, and the disbursement of grant funds.
6. The SWWDB may solicit and accept grants and donations from sources other than the Federal funds made available under this act.
7. The SWWDB shall establish and maintain by-laws and operating policies to ensure the efficient administration and management of workforce development activities and grant

funds. In the event by-laws are in conflict with this agreement, this agreement shall prevail.

- B. (Workforce Research and Regional Labor Market Information) To assist in the development and implementation of the local plan, the SWWDB shall analyze local economic conditions, assist the Governor in developing the workforce and labor market information system including knowledge and skills needed for the region, region's workforce, and conduct other research and activities related to workforce needs.
- C. (Convening, Brokering, Leveraging) The SWWDB shall engage local workforce stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support workforce development activities.
- D. (Employer Engagement) The SWWDB shall lead efforts to engage with a diverse range of employers and with entities involved to promote business representation, to develop linkages with employers to increase utilization of the workforce development system, to ensure activities meet the needs of employers and support economic growth, and to develop and implement proven strategies for meeting the employment and skill needs of workers and employers.
- E. (Career Pathway Development) The SWWDB, with representatives of secondary and post-secondary education programs, shall lead efforts in the local area to develop and implement career pathways.
- F. (Proven and Promising Practices) The SWWDB shall lead efforts to identify and promote proven and promising strategies and initiatives for meeting workforce customer needs including ensuring universal access to One-Stop and workforce programs, activities and resources.
- G. (Technology) The SWWDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job-seekers.
- H. (Selection of Operators and Providers)
 - 1. The SWWDB shall identify eligible providers of youth workforce activities in the local area by awarding grants or contract on a competitive bases (except as provided in section 123(b). The eligibility of such providers may be terminated for cause.
 - 2. If the one-stop operator does not provide career services, SWWDB shall identify eligible providers of career services in the local area as described in the WIOA.
 - 3. The SWWDB shall identify eligible providers of training services in the local area.
 - 4. The SWWDB shall work with the State to ensure there are sufficient numbers and types of providers of career and training services in a manner that maximizes consumer choices in addition to providing opportunities that lead to competitive integrated employment for individuals with disabilities.
- I. (Coordination with Education Providers) The SWWDB shall coordinate activities with education and training providers in the local area, including providers of workforce investment activities, providers of adult education and literacy under title II, providers of career and technical education and local agencies administering plans under title I of the Rehabilitation Act of 1973. This coordination shall include:
 - 1. Reviewing adult education and literacy activities under title II for the local area as required by the WIOA to determine whether such applications are consistent with the local plan; and
 - a. Shall make recommendations to the eligible agency to promote alignment with the local plan.
 - 2. Replicating and implementing cooperative agreements (in accordance with subparagraph (B) of section 101(a) of the Rehabilitation Act of 1973) with local agencies to promote and

enhance the provision of services to individuals with disabilities and other individual such as cross-training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts to improve cooperation, collaboration and coordination.

3. "Cooperative agreement" under this section means an agreement entered into by a State designated agency or unit under subparagraph (A) of section 101(a)(11) of the Rehabilitation Act of 1973.
- J. (Accessibility for Individuals with Disabilities) The SWWDB shall annually assess the physical and programmatic accessibility, in accordance of section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 of all one-stop centers in the local area.

IV. Shared and/or Coordinated Responsibilities:

- A. (Insurance) The SWWDB shall obtain and maintain all required insurances. Policies shall include: **comprehensive general liability (including personal injury and civil rights coverage), directors and officers, audit exception insurance, automobile, worker's compensation, and errors and omissions, for past and future liabilities**, in such amounts as may be necessary to protect the members of the SWWDB, the SWCC their respective counties, which shall be names as insureds under these policies. The SWWDB shall also obtain fidelity bond protection for the SWWDB as an entity against the loss of money or property caused by the dishonesty on the part SWWDB members, staff, sub-contractors or program participants.
- B. (Liability) As indicated above, the SWWDB will maintain both general liability and errors and omissions coverage for past and future liabilities to protect the member of the SWCC and their respective counties. In the case of any misuse of grant funds allocated to the local area beyond the parameters listed above, the SWCC agrees to assume liability as follows (29 USC 3122(d)(B)(i)(I) and (II): *liability will be determined based upon the particular facts of the situation as to the responsibility of individual SWCC members for the particular members. If more than one SWCC member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the fact of the situation. If counties are unable to reach agreement, ~~then DWD shall make the determination,~~ the SWCC shall adhere to process identified in SECTION 8 of the Chief Elected Officials Consortium Agreement of the Southwest Wisconsin Workforce Development Area to determine member liability.*
- C. (Local Plan)
 1. The SWWDB, in partnership with the SWCC, shall develop and submit and submit a local plan to the Governor that meets the requirements in section 108. If the local area is a part of a region that includes other local area, the SWWDB and the SWWC shall collaborate with other local boards and chief elected officials in the preparation and submission of regional plan as described in section 106(c) (2).
 2. Upon approval of the local Workforce Development Plan, the SWWDB shall be responsible for the implementation of the local Workforce Development Plan.
 3. The SWWDB, under SWCC oversight, shall assure that equitable services are provided throughout the Southwest Wisconsin Workforce Development Area.
 4. The SWWDB shall provide ongoing oversight, including review, monitoring, evaluation, and contract management of the programs conducted under the local Workforce Development Plan.
 5. The SWCC reserves the right to oversee the general progress and conduct of the local Workforce Development Plan. The SWWDB shall have full and final authority with respect to actions regarding SWWB staff and the development, execution, termination or modification

of individual sub-contracts or sub-grants consistent deemed necessary to support the implementation of the local Workforce Development Plan.

6. Consistent with federal and state laws, use of funds under the WIOA or any other funds received or administered by the SWWDB shall not result in the displacement of currently employed workers or impair existing contracts for services. Funds shall not be used to support or not support collective bargaining.
- D. (Negotiation of Local Performance Measures) The SWWDB, the SWCC and the Governor shall negotiate and reach agreement on local performance accountability measures as described in section 116(c).
- E. (Records) The SWCC and the SWWDB shall conduct business openly and in accordance with the Wisconsin Open Meetings Laws:
 1. All actions must be authorized by a majority of the members present in compliance with the by-laws of each entity.
 2. When it is necessary to hold a Closed Session meeting, SWCC members shall not be excluded from SWWDB meetings. SWWDB members will not be allowed to participate in SWCC Closed Sessions, although they may participate at the invitation of SWCC.
 3. The SWWDB Chief Executive Officer shall be the custodian of the public records of the SWCC and SWWDB, including meeting agendas and minutes, contracts, fiscal and management documentation:
 - a. The public shall be notified of all SWCC and SWWDB meetings.
 - b. Agendas and meeting minutes, except for closed sessions, shall be maintained on the corporate website, www.swwdb.org.
- F. (Program Oversight) The SWWDB, in partnership with the SWCC, shall:
 1. Conduct oversight for local youth workforce development activities, local employment and training activities for adults, the one-stop delivery system in the local area; and consult with the State as it established objective criteria and procedures to evaluate the operation of the one-stop center(s).
 2. Consult with the One-Stop Operator and partners regarding the funding of the One-Stop infrastructure.
 3. Ensure the appropriate use and management of funds provided through the WIOA for workforce development activities;
 4. Ensure the appropriate use, management, and investment of funds to maximize performance outcomes under section 116.
 5. Consistent with Section 121(d), shall competitively designate or certify one-stop operators and may terminate for cause the eligibility of such operators.

V. Other Conditions and Provisions

- A. It is agreed that this document constitutes the entire scope of the Memorandum Agreement between the parties and all previous communication between the parties, whether oral or written, are void and superseded.
- B. Both the SWCC and the SWWDB must agree to any change, revisions, modification or amendment to the terms and provisions of this agreement, by way of a written amendment, fully executed by both parties, prior to any change becoming effective.
- C. Both the SWCC and the SWWDB commit to a positive, interactive and workforce focused

relationship. In the event of a disagreement between the parties, each party shall appoint four (4) of their voting members to a Conference Committee to resolve differences and reach a consensus agreement. The Chief Local Elected Official (CLEO) of the SWCC shall chair the Conference Committee. A tie vote will be broken by the CLEO.

- D. Neither party has the right or power to assign, subcontract, or transfer any duties or interest in this agreement unless such assignment is authorized in writing by both parties.
- E. The Chairperson of the SWWDB and Chief Local Elected Official (CLEO), or in their absence or disability, the First Vice-chairperson of the SWWDB and Vice-Chairperson of the SWCC, shall be signatories for the SWWDB and the SWCC respectively when authorized to execute any documents for their respective organizations.
- F. The duration of this agreement shall be from the date of execution by each member of the SWCC and the Chairperson of the SWWDB and is perpetual throughout the existence of the Southwest Wisconsin Workforce Development Board, Inc.
- G. The SWWDB shall keep current with the payment of all employer taxes, workers compensation and unemployment tax payments, and shall file timely reports required by the IRS and the Wisconsin Department of Revenue.

VI. Closeout of Workforce Investment Act

It is understood by all parties to this Agreement that the SWWDB shall be responsible for the timely phase-down and closeout of all the Workforce Investment Act responsibilities.

IN WITNESS WHEREOF, the Southwest Wisconsin Counties Consortium and the Southwest Wisconsin Workforce Development Board execute this agreement as of the date and year listed below.

For the SWWDB (Southwest Wisconsin Workforce Development Board)

_____	_____	_____	_____
SWWDB Chairperson	Date	SWWDB Chief Executive Officer	Date

For the SWCC (Southwest Wisconsin Counties Consortium):

_____	_____	_____	_____
Gant County Board Chair	Date	Lafayette County Board Chair	Date

_____	_____	_____	_____
Green County Board Chair	Date	Richland County Board Chair	Date

_____	_____	_____	_____
Iowa County Board Chair	Date	Rock County Board Chair	Date