

**LEO CONSORTIUM AGREEMENT
of the
SOUTHWEST WISCONSIN COUNTIES CONSORTIUM
under the
WORKFORCE INVESTMENT ACT (P.L. 105-220)**

THIS AGREEMENT is made and entered into this 20th day of October, 2011 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 Charter creating the Southwest Wisconsin Counties Consortium under section 66.30, 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");

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 66.30, Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of Section 117 (c)(1)(B) of Public Law 105-220, the Workforce Investment Act.
- SECTION 2 The chief local elected officials 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 Section 117(c)(1)(A) of the Act.
- 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 board 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 WIA. The term of this designation shall be identified.
- 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 15 days prior to consideration.

- SECTION 7 The Consortium shall appoint the Workforce Development Board of the area, under Section 117(c)(1)(A) of P.L. 105-220 and applicable rules thereunder.
- SECTION 8 The Consortium shall execute an agreement with the Workforce Development Board for the operation and functions of the Board under Section 117 of the Act, and shall approve all Local Plans under Section 118 of the Act.
- SECTION 9 The Consortium shall perform all functions for local elected officials as contained in P.L. 105-220, the federal Workforce Investment Act
- SECTION 10 The Consortium serves as the local grant recipient for, and is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Investment Act.
- SECTION 11 In the case of any disallowed costs resulting from the misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 667.705(c)): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. For example, if WIA funds are misused only by the employee(s) or subcontractor(s) of one member of the Consortium, then only that county shall be held liable for the repayment of the misused funds. If more than one Consortium member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the facts of the situation. If the counties are unable to reach agreement, then DWD shall make the determination as to respective liabilities.
- SECTION 12 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.
- SECTION 13 Amendments to the Charter agreement may be adopted with the concurrence of the Board of Supervisors of each county party hereto. The Consortium may be dissolved and this agreement may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the Chairperson of the County Board of Supervisors of the aforementioned Counties.

Grant County

By


Mr. John Patcle, Chairperson

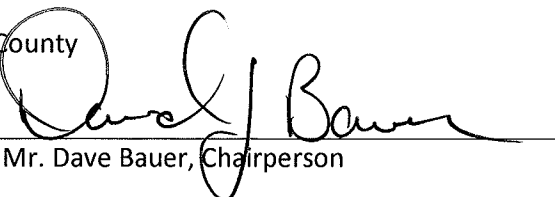
~~Grant~~ ^{GREEN} Grant County

By


Art Carter, Chairperson


Iowa County

By


Mr. Dave Bauer, Chairperson

Lafayette County

By


Mr. Jack Sauer, Chairperson

ATTACHMENT BB

Richland County

By 
Ms. Ann Greenheck, Chairperson

Rock County

By 
Mr. Russ Podzilni, Chairperson

Done this 20TH of OCTOBER 2011

In the City of NEW GLARUS, WI.

Attest: 