

Chief Elected Officials Agreement With Workforce Development Board of South Central WI

THIS AGREEMENT, is made and entered into by and between the Chief Elected Officials (CEOs) of Columbia, Dane, Dodge, Jefferson, Marquette, and Sauk Counties as represented by the Dane County Executive and the Columbia, Dodge, Jefferson, Marquette, and Sauk County Board Chairs and the Workforce Development Board of South Central Wisconsin, Inc. (WDBSCW).

WHEREAS the Chief Elected Officials are the appointing authorities for members of the WDBSCW under Public Law 113-128, and

WHEREAS, the Chief Elected Officials representing the 6 south central Wisconsin Counties and the WDBSCW, are required to enter into operational agreements under Public Law 113-128

THEREFORE, the Chief Elected Officials and the WDBSCW agree to the following:

I. Purpose:

The purpose of the WDBSCW shall be to contribute to the development of an integrated, customer focused, workforce development system through planning services, administering programs, and working in close partnership with employers, agencies, units of government, and other workforce development partners. The Chief Elected Officials of the South Central Wisconsin Workforce Development Area in accordance with the Chief Elected Official's Consortium Agreement shall appoint the WDBSCW membership. The WDBSCW shall be responsible for executing duties and responsibilities designated through the Workforce Innovation and Opportunity Act of 2014 and as assigned in a manner in-keeping with the trust of the appointment and the best interests of the citizens of the South Central Wisconsin-Workforce Development Area, the appointing authorities, and the State of Wisconsin.

II. Duties and Responsibilities of WDBSCW:

- A. Summary: The WDBSCW shall perform duties required under the Workforce Innovation and Opportunity Act of 2014 to include: establish and maintain a private not-for profit, 501(c) 3 corporation to serve as the grant recipient on behalf of the Chief Elected Officials Consortium and administrative entity for the Workforce Innovation and Opportunity Act funds; hire the chief executive officer of the corporation; develop, implement, and monitor the local WIA Plan; and adopt fiscal and personnel procedures that meet the requirements of all applicable laws.
- B. Organizational Bylaws: The Workforce Development Board of South Central WI will

maintain bylaws for the corporation that include the following:

1. How the Officers of the corporation are elected among the representatives.
 2. All members shall be appointed for a term of three (3) years. Initial members shall be appointed for one (1), two (2), or three (3) years to establish staggered terms.
 3. Description of the standing committees of the Board to assure that the capacity has been established to develop and execute the local plan to include: research and analysis of regional labor market information, information and assistance with issues related to one stop partners, services to youth and access and issues for persons with disabilities are strategically addressed.
- C. Records: The WDBSCW shall maintain concise records of its activities in all major areas, including minutes of formal WDBSCW meetings and meetings of subcommittees. Record retention shall be the responsibility of the WDBSCW. The WDBSCW shall comply with applicable open record laws.
- D. Budget: The WDBSCW shall present an annual budget to the Chief Elected Officials, which shall not exceed available funds, including the WIA allocation and any other committed federal, state and private funds and grants. No county funding, except by separate contract(s), shall be part of the budget. The annual budget shall include the administrative budget for the Corporation.
- E. Insurance: The WDBSCW shall obtain and keep in-force all required insurance(s). Insurance policies shall include: comprehensive general liability, including personal injury and civil rights coverage; audit exception insurance; automobile; worker's compensation; and errors and omissions coverage, for past and future liabilities, in such amounts as may be necessary to protect the members of the WDBSCW, the Chief Elected Officials and their respective counties which shall be named as insureds under these policies. It shall also be the obligation of the WDBSCW to obtain fidelity bond protection for the WDBSCW as an entity against the loss of money or property caused by dishonesty on the part of WDBSCW member(s), staff, sub-contractors or program participants.
- F. Liability: As state above the Workforce Development Board will maintain both general liability and errors and omissions coverage for past and future liabilities to protect the Chief Elected Officials and their respective counties. Additionally the Workforce Development Board will maintain a \$20,000 undesignated fund to cover disallowed costs. In the case of any misuse of grant funds allocated to the local area beyond the parameters state above, the Consortium agrees to assume liability as follows (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. For example, if WIOA 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.

- G. Taxes: The WDBSCW shall keep current with the payment of all employer taxes, provide workers compensation for all employees, and file timely the required reports with the IRS and Wisconsin Department of Revenue.
- H. Additional Responsibilities: The WDBSCW shall receive and administer WIOA grants and other federal, state and private funds as deemed appropriate by the WDBSCW in its charge to accomplish its purpose. Additionally, the Chief Elected Officials may petition the WDBSCW to serve as the grant recipient and administrative entity for efforts deemed appropriate and consistent with the purpose of the WDBSCW. The WDBSCW shall have final authority for accepting or rejecting such petitions of the Chief Elected Officials.

III. Membership of the WDBSCW:

- A. Appointment: The Chief Elected Officials shall be responsible for appointing WDBSCW members and filling WDBSCW vacancies as required by the Workforce Innovation and Opportunities Act. Appointments shall be made by the process described in the Chief Elected Official's Charter Agreement.
- B. Size: The number of members of the WDBSCW shall be determined by the CEOs appointments requirements as established under 29 USC 3122(b). and in accordance with Chief Elected Official's Consortium Agreement and the requirements of the WIOA.
- C. Eligibility: The Chief Elected Officials shall appoint members of the WDBSCW who either reside or perform a majority of their business within the South Central Wisconsin-Workforce Development Area. Alternate members shall not be permitted. Only official members of the WDBSCW shall be allowed to vote on any matter. The WDBSCW shall inform the Chief Elected Officials of any change of address, employment or place of business of any WDBSCW member.
- D. Quorums: A quorum for WDBSCW meetings shall consist of at least a majority of its members.
- E. Conflict of Interest: No member of the WDBSCW shall cast a vote on the provision of services by that member or organization which that member directly represents nor shall any member vote on any matter, which would provide direct financial benefit to that member. In this context, "vote" includes speaking in support of or informally soliciting support from other members for any motion or resolution for which a member may not directly vote.
- F. Removal: The Chief Elected Officials may, by a majority vote as described in the Chief Elected Official's Charter Agreement, remove any WDBSCW member, without having to show cause for removal, unless and to the extent that, such cause is required by applicable law. The WDBSCW may recommend to the Chief Elected Officials the removal of a

member.

IV. Local Workforce Development Plan:

- A. Approval: The WDBSCW shall develop the local Workforce Development Plan in accordance with Public Law 113-128. The Chief Elected Officials will review and approve proposed plans. The local WDB Plans shall not be adopted, amended, or repealed unless there is approval of the Chief Elected Officials. Upon approval of a local WDB Plan, the WDBSCW shall be responsible for implementation of the WDB Plan subject to the provisions of this agreement.
- B. Equitable Use of Funds: The WDBSCW shall comply with the Chief Elected Official's Charter Agreement and assure that equitable services are provided to all geographic areas and substantial eligible segments of the population within the South Central Wisconsin-Workforce Development Area.
- C. Program Management: The WDBSCW shall provide ongoing oversight, including review, monitoring, evaluation, and contract management of the programs conducted under the local WDB Plan by subgrantees, as well as by WDBSCW staff.
- D. Sub-contracts: The Chief Elected Officials reserve the right to oversee the general progress and conduct of the local WDB Plan. The WDBSCW shall have full and final authority with respect to actions regarding WDBSCW staff and the entering into, termination or modification of individual subcontracts or subgrants consistent with the local WDB Plans previously approved by the Chief Elected Officials.
- E. Non Displacement: Consistent with federal and state laws, use of funds under the Workforce Investment Act, or any other funds received or administered by the WDBSCW, 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.

V. General Provisions:

- A. Authority to Do Business, Incorporation: WDBSCW warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and that the persons executing this agreement on its behalf are authorized to do so. The WDBSCW agrees to maintain incorporation. The WDBSCW shall furnish the Chief Elected Officials with WDBSCW's corporate name and address as well as the name and address of the WDBSCW's registered agent. The WDBSCW shall notify the Chief Elected Officials immediately, in writing, of any change in its registered agent, his or her address, and WDBSCW's legal status.
- B. Chief Elected Officials Oversight: Audits and Reports: The Chief Elected Officials reserve the right to oversee the general progress and conduct of the WDBSCW. To that end, the

WDBSCW agrees to submit to such audits as the Chief Elected Officials, at their expense, may from time to time, with or without notice, require, provided that such audits shall be reasonable in number and depth. The WDBSCW further agrees to make annual reports to the Chief Elected Officials indicating progress on its activities. Reports shall be submitted following the end of the Program Year. The WDBSCW shall 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 WDBSCW shall also be provided to the Chief Elected Officials.

- C. Assignment or Transfer: The WDBSCW shall not assign or transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of the Chief Elected Officials.
- D. Grievance Procedures: The WDBSCW shall comply with all Federal, State and Local laws, ordinances and regulations regarding the hearing and resolution of grievances of any person or entity related to activities of the Corporation or its agents.
- E. Open Meetings Required: Federal, State and local laws, ordinances and regulations regarding open meetings of governmental bodies shall apply to all meetings and proceedings of the WDBSCW, including those of its formally constituted subunits.
- F. Staff of the WDBSCW: WDBSCW agrees to secure at WDBSCW's own expense all personnel necessary to carry out WDBSCW's obligations under this agreement. Such personnel shall not be deemed to be employees of the Chief Elected Officials or the Counties thereof, nor shall they or any of them have or be deemed to have any direct contractual relationship with the Chief Elected Officials or the WDBSCW Counties. It shall be the responsibility of the WDBSCW to employ a chief executive officer for the Corporation. The WDBSCW shall be responsible for employing, evaluating and removing the chief executive officer. The chief executive officer shall be responsible for employing, evaluating, assigning/re-assigning, suspending and terminating all other staff of the Corporation.
- G. Nondiscrimination: The WDBSCW shall comply and ensure compliance with all laws related to equal employment, discrimination, and the American with Disabilities Act. This shall apply to all activities of the WDBSCW including those of the appointed Board, corporation, and sub-contractors.

VI. Terms of Agreement.

- A. Scope: The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
- B. Duration: The term of this agreement shall commence as of the date set forth and shall continue in full force and effect so long as the WDBSCW exists, except that this agreement shall terminate as of the earlier of (1) changes in the federal law prohibiting such agreements, (2) repeal of Workforce Innovation Opportunity Act of 2014 and loss of substantial or all

federal funding, (3) through a majority decision of the Chief Elected Officials as defined in the Chief Elected Official's Charter Agreement within a timeframe specified by the Chief Elected Officials. This agreement shall also terminate, (4) if the Board of Directors of the WDBSCW petitions the Chief Elected Officials asking for termination of this agreement, in which case the Chief Elected Officials shall give the WDBSCW a date which permits sufficient time for alternative planning and the winding down of affairs, on which date this agreement will terminate.

- C. Amendments to Agreement: Either entity may at anytime propose in writing, amendments to this agreement. A meeting of both entities shall occur within the 30 days of the notification to both entities to act upon proposed amendments.
- D. Disagreements: It is expressly understood and agreed that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling, unless superseded by federal law.

VII. Closeout of Workforce Investment Act

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

Attachment: Chief Elected Official's (LEO's) Consortium Agreement

IN WITNESS WHEREOF, the Chief Elected Officials and the Workforce Development Board of South Central Wisconsin, Inc. executes this agreement and its schedules as of this ____ day of ____, 2015 .

For the WDBSCW

Alan Langeteig, Chair

Workforce Development Board of South Central Wisconsin, Inc.

Signature: _____ Date: _____

Pat Schramm, CEO

Workforce Development Board of South Central WI

Signature: _____ Date: _____

For the Chief Elected Officials

For Columbia County:

By: Vern E. Gove

Columbia County Board Chair

Signature: _____ Date: _____

For Dane County:

By: Joseph P Parisi

Dane County Executive

Signature: _____ Date: _____

For Dodge County:

By: Russell Kottke

Dodge County Board Chair

Signature: _____ Date: _____

For Jefferson

By: James Schroeder

Jefferson County Board Chair

Signature: _____ Date: _____

For Marquette County

By: Robert Miller

Marquette County Board Chair

Signature: _____ Date: _____

For Sauk County

By: Marty Krueger

Sauk County Board Chair

Signature: _____ Date: _____

Executive Summary of Chief Elected Officials Consortium Agreement for the South Central Wisconsin Workforce Development Area for the Wisconsin Counties of Columbia, Dane, Dodge, Jefferson, Marquette and Sauk - Under the Workforce Innovation and Opportunity Act Of 2014 - Public Law – 113-128 – Prepared August 20, 2015

The purpose of the Local Elected Officials Agreement is to constitute a consortium among the south central Wisconsin Counties of Columbia, Dane, Dodge, Jefferson, Marquette and Sauk for the purposes of serving as an oversight entity to fulfill the intent of the Workforce Innovation and Opportunity Act, Section P.L. 113-128 as described in 29 USC chapter 32.

Responsibilities of the chief elected officials Consortium are:

1. To serve as the Workforce Development Area Consortium of Supervisors (hereinafter, the "Consortium")
2. Appoint the Workforce Development Board under the Workforce Innovation and Opportunities Act, Section 29 USC Chapter 32.
3. To execute an agreement with the Workforce Development Board for the operation and functions of the Board under WIOA (29) USC Chapter 32).

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 WDBSCW shall:

- a. 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.
- b. Maintain both general liability and errors and omissions coverage for past and future liabilities to protect the local Elected Officials and their respective counties.
- c. Maintain a \$20,000 undesignated fund to cover disallowed costs. In the case of any misuse of grant funds allocated to the local area beyond the parameters state above,

Additionally, 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
2. Work with the local board to:
 - a. Develop and submit to the Governor a comprehensive 4-year local plan;
 - b. conduct oversight with respect to local programs for youth, local employment and training activities and the one-stop delivery system in the local area

The Consortium agreement shall be effective when approved by Resolutions adopted by the County Board of Supervisors of each county and signed by the County Board designee.