



**CHIEF ELECTED OFFICIALS (CEO) CONSORTIUM AGREEMENT  
BETWEEN THE COUNTIES OF THE WISCONSIN  
BAY WORKFORCE DEVELOPMENT AREA**

**Initiated October 1, 2012  
Amended for WIOA on May 19, 2016**

This Chief Elected Officials (CEO) Consortium Agreement Between the Counties of the Wisconsin Bay Workforce Development Area, was made and entered into on October 1, 2012, and amended pursuant to Public Law, by and between the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan, as bodies corporate organized under the Laws of the State of Wisconsin.

**RECITALS**

**WHEREAS**, the Congress of the United States adopted Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA) enacted July 22, 2014, authorizing the expenditure of Federal funds to streamline services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core career services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility, and improve youth programs; and

**WHEREAS**, under WIOA §106 (b), the Wisconsin Governor (“Governor”) has designated eleven (11) Workforce Development Areas (“WDAs”) within the State to administer the provisions of the WIOA; and

**WHEREAS**, the WDA, designated by the Governor, for the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, “Counties;” individually, “County”) is the Wisconsin Bay Workforce Development Area (“Bay WDA”); and

**WHEREAS**, the WIOA, as well as *Wisconsin Statute* §66.0301, provides counties within a WDA the authority to enter into consortium agreements so as to allow them to define their roles and duties in administering the applicable provisions of the WIOA; and

**WHEREAS**, in accordance therewith, the Board of Supervisors for each county in the Bay WDA adopted resolutions authorizing their respective Chief Local Elected Official (“CLEO”) to enter into this Chief Elected Official (CEO) Consortium Agreement Between the Counties of the Wisconsin Bay Workforce Development Area (“Agreement”), for the purpose of carrying out WIOA §107.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties, through their respective CEOs, do hereby agree as follows:

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**AGREEMENT**  
**SECTION I – DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply to the following terms/acronyms:

- A. “County Consortium” – shall refer to the eleven (11) counties of the Bay WDA that, through their respective Chief Elected Officials (CEOs), have constituted themselves to be a Consortium per *Wisconsin Statutes* §66.0301.
- B. “Local Elected Officials Board / Workforce Development Board (WDB) Joint Agreement” (“Joint Agreement”) – shall refer to that agreement entered into between the LEO Board and the, pursuant to WIOA §107 and §121, for purposes of memorializing their respective partnership obligations thereunder.
- C. Chief Elected Official (“CEO”) – shall refer to the County Executive of the counties that have an office of County Executive under *Wisconsin Statutes* Chapter 59, and shall refer to the Board Chair of those counties that do not have an office of County Executive thereunder.
- D. Consortium Chief Local Elected Official (“CLEO”)– shall refer to that Local Elected Official (LEO) selected by the LEO Board per its duly enacted “Local Elected Officials Bylaws of the Consortium” (“LEO Bylaws”) to serve as the Chair of the LEO Board under WIOA. The CLEO selected hereunder must be an elected official of the County, as opposed to a non-elected Designee.
- E. “Designee” – shall refer to that individual designated by his/her CEO under applicable LEO Bylaws to serve, in place of said CEO, as one of the eleven (11) LEO Board members; provided that he/she is either:
  - 1. An elected official of his/her respective County; or
  - 2. A special non-elected representative of said CEO.
- F. “LEO Board” – shall refer to the eleven-member board of commissioners appointed to act as the Bay WDA’s County Consortium governing unit and legal representatives, the membership of which shall:
  - 1. Consist of each County’s CEO or Designee; and
  - 2. Shall be maintained in accordance with the governing LEO Bylaws, as may be amended from time to time.
- G. “Workforce Development Board” (“WDB”) – shall refer to the entity appointed by the LEO Board, pursuant to WIOA §107, to provide in partnership with the LEO Board, policy and strategic guidance for, and exercise oversight with respect to, WIOA programs, services, and activities in the WDA.
- H. “Local Plan” – shall refer to the 4-year comprehensive Local Plan developed by the WDB in partnership with the LEO Board in a manner consistent with the State plan, as well as WIOA §108.
- I. “Memorandum of Understanding” (“MOU”) – shall refer to the agreement pursuant to WIOA §121 (c), developed by the WDB and approved by the LEO Board, entered into between the WDB and respective One-Stop Partners in regards to the WDA’s One-Stop Delivery System.

- J. “One-Stop Delivery System” (“OSDS”) – shall refer to the system that, at a minimum, makes accessible, through One-Stop Operators selected by the WDB and the LEO Board, at not less than one physical center in each WDA, the services described within WIOA §121 (e).
- K. “Workforce Investment System” – shall refer to the statewide system developed with WIOA funds, to provide WIOA programs, services, and activities through a One-Stop Delivery System (OSDS).

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### **SECTION II – ESTABLISHMENT OF THE CONSORTIUM.**

- A. Pursuant to *Wisconsin Statute* §66.0301, the Counties of the Bay WDA – Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan, through their respective CEOs, do hereby constitute themselves to be the Bay Workforce Development Area Chief Elected Official (CEO) Consortium (“Consortium”) for purposes of WIOA §107.
- B. In establishing said Consortium, each County, or any combination thereof, reserves the right to petition the Governor to become a separate district or WDA without requiring the approval of the other Counties so long as notice, in the manner set forth in the governing LEO Bylaws, is provided to each County in advance, and the related petition complies with governing law.
- C. The Counties may terminate this Agreement in the event that expected or actual funding from the State or Federal governments, or other sources, is withdrawn or substantially reduced in such a fashion as to make the continued operation of the WDA unfeasible, effective only upon advance notice of termination with receipt acknowledged by each County and the Governor.
- D. The Consortium may be dissolved, and this Agreement rescinded; provided that consent from all County Board Supervisors and the Governor is obtained in advance thereof.
- E. In the event that the WDA’s WDB and the LEO Board fails to agree upon the development and/or submission of the Local Plan created pursuant to WIOA, and/or the choice of a grant recipient or sub-grant recipient, as more fully referred to herein, the Governor shall re-designate a local WDA under WIOA §106, thereby terminating this Agreement.
- F. Any County that withdraws from the Consortium, whether through the aforementioned petition, termination, or dissolution provisions, shall remain solely responsible for its proportionate share of any and all liabilities, as determined by the LEO Board, that in any way relate to any period prior to said County’s withdrawal.

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### SECTION III – GOVERNANCE/ORGANIZATION OF THE CONSORTIUM

- A. The Consortium shall exercise those powers granted to CEOs under WIOA through its governing unit and legal representative, the LEO Board – an eleven (11) member board of commissioners whose membership must consist of each County’s CEO or Designee, and shall be maintained consistent with the governing LEO Bylaws and Joint Agreement, as may be amended from time to time.
- B. In accordance with its bylaws, the LEO Board shall elect from its membership a Chair, a Vice-Chair, and such other officers as may be provided for therein. Both the Chair and Vice-Chair must be elected officials of their respective counties, as opposed to non-elected Designees, and any vacancies hereunder shall be filled by election, in accordance with the applicable bylaws, for the remainder of the unexpired term.
- C. Along with any additional duties proscribed within the LEO Bylaws, and unless stated otherwise, the Chair of the LEO Board shall serve as the Consortium Chief Local Elected Official (CLEO), his/her term of which shall be specified within the LEO Bylaws, for purposes of WIOA §107; shall execute all documents and contracts as authorized by the LEO Board; shall appoint a staff person of one of the Counties or the administrative entity, if the latter exists, to serve as the Board Clerk; and shall have the authority to speak on behalf of the Consortium in all matters relating to WIOA.
- D. Along with any other appointments set forth in the LEO Bylaws or Joint Agreement, and so long as consistent therewith, the LEO Board, subject to Governor certification under WIOA §106, shall appoint a WDB to set policy for the Workforce Investment System in the WDA, the minimal composition of which must include:
1. A majority of representatives who are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority, who represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the WDA, and are appointed from among individuals nominated by local business organizations and business trade associations;
  2. Not less than 20 percent of representatives of the workforce within the local area who shall include representatives of labor organizations nominated by local labor federations; and a representative who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program.

In addition, representatives in this category may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve Veterans or that provide or support competitive integrated employment for individuals with disabilities; and organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

3. Representatives of entities administering education and training activities in the local area, who shall include a representative of eligible providers administering adult education and literacy activities under Title II; a representative of institutions of higher education providing workforce investment activities (including community colleges); and may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.
  4. Representatives of governmental and economic and community development entities serving the WDA, who shall include a representative of economic and community development entities; a representative from the State employment service office under the Wagner-Peyser Act serving the WDA; a representative of the programs carried out under Title I of the Rehabilitation Act of 1973 serving the WDA; and may include representatives of agencies or entities administering programs serving the WDA relating to transportation, housing, and public assistance; and may include representatives of philanthropic organizations serving the WDA.
  5. May include other individuals or representatives of entities as the Chief Elected Official may determine to be appropriate. If, after a reasonable effort, the LEO Board is unable to agree on the above appointments, the Governor may appoint the WDB members from individuals so nominated or recommended, pursuant to WIOA §107 (c) (1) (B) (ii). The WDB duly appointed by the LEO Board, pursuant to WIOA §107, shall be known as the Bay Area Workforce Development Board (“Bay Area WDB” or herein, “WDB”).
- E. When WDB vacancies occur, the LEO Board will solicit nominations from appropriate business, education, state, and community organizations throughout the region to fill workforce development area Board vacancies. All LEO Board members may submit such nominations. The WDA Administrative Entity will carry out the required process for accepting nominations and properly record all such nominations for the LEO Board.
- F. Unless specifically designated otherwise in the Bylaws or Joint Agreement, and so long as is consistent therewith, the LEO Board shall serve as the Local Grant Recipient (“Grant Recipient”) for WIOA grant funds allocated to the WDA, and shall be liable in the manner more fully set forth herein, for any misuse thereof. The LEO Board shall retain said liability regardless of whether it amends the Bylaws or Joint Agreement for purposes of designating another entity to be the Grant Recipient. Additionally, the LEO Board shall designate an entity to serve as the Local Grant Sub-Recipient (“Sub-Recipient”) for WIOA grant funds allocated to the WDA. Unless, and until such time that the Bylaws and Joint Agreement are amended to designate another entity and, so long as consistent therewith, the Sub-Recipient for the WDA shall be the WDB. This Sub-Recipient designation, as well as any subsequent designation hereunder, shall not relieve the LEO Board of the liability for any misused WIOA grant funds.
- G. There shall be established, as a subgroup of the WDB, a Youth Standing Committee whose membership shall be appointed, in cooperation with the LEO Board, by the WDB, and shall assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth [Sec. 107 (b)(4)(ii)]. The Youth Standing Committee shall:
1. Coordinate area-wide youth services;

2. Assist with planning
3. Oversee operational programs related to youth services
4. Design and build comprehensive youth services at the local level
5. Identify gaps in services and develop a strategy to use competitive selections or community partnerships to address the unmet needs of youth
6. Coordinate youth policy
7. Ensure quality services
8. Leverage financial and programmatic resources
9. Recommend eligible youth service providers

The Youth Standing Committee shall be chaired by a member of the WDB and include members of community-based organizations with a demonstrated record of success in serving eligible youth, and may include other individuals with appropriate expertise and experience, parents, participants, and youth, as well as program representatives from:

- i. Education and Training
- ii. Vocational Rehabilitation
- iii. Health and Mental Health
- iv. Housing and Public Assistance
- v. Justice, including juvenile justice
- vi. Philanthropy
- vii. Economic and Community Development
- viii. Employers

H. To receive funding under WIOA §128, a One-Stop Delivery System (“OSDS”) shall be established, through WDB designation provided that it is consistent with WIOA §107 and §121, and approved by the LEO Board of a One-Stop Operator, that, at a minimum and in a manner consistent with WIOA §121 (d), shall make the following programs, services, and activities accessible at not less than one physical center within the WDA:

1. Provide the career services described in WIOA §134 (c) (2);
2. Provide access to training services as described in WIOA §134 (c) (3), including serving as the point of access to training services for participants in accordance with WIOA §134 (c) (3) (G);
3. Provide access to the employment and training activities carried out under WIOA §134 (d), if any;
4. Provide access to programs and activities carried out by One-Stop Partners described in subsection (b);

5. Provide access to the data, information, and analysis described in §15 (a) of the Wagner-Peyser Act [29 U.S.C. 491-2 (a)] and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.).

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### **SECTION IV – ADMINISTRATION OF THE CONSORTIUM**

As the Consortium’s governing unit, the LEO Board shall exercise ongoing oversight of WDB activities; maintain an ongoing relationship with the WDB; and work in tandem with the WDB for purposes of carrying out WIOA programs, services, and activities. However, unless provided otherwise by WIOA or herein, the details of how the LEO Board and the WDB will work together to accomplish the same, shall be negotiated and contained in an Agreement consistent with WIOA §107 and §116. The aforementioned Agreement, entered into in a manner consistent herewith, is the Local Elected Officials Board / Bay Area Workforce Development Board Joint Agreement (“Joint Agreement”), as may be amended from time to time. Notwithstanding, the LEO Board either exclusively, or in cooperation with the WDB, must comply with the following WIOA mandates:

- A. The LEO Board shall consult with the Governor on the designation or re-designation of a WDA in the manner provided for under WIOA §106;
- B. In partnership with the WDB, the LEO Board shall develop, approve, and submit to the Governor, a Local Plan, including any revisions thereto, that is consistent with the corresponding State Plan, as well as WIOA §108, including, at a minimum, the following therein:
  1. A description of the strategic planning elements consisting of—
    - a. An analysis of the regional economic conditions including—
      - (i) existing and emerging in-demand industry sectors and occupations; and
      - (ii) the employment needs of employers in those industry sectors and occupations;
    - b. An analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations;
    - c. An analysis of the workforce in the region, including current labor force employment (and unemployment) data, and information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment;

- d. An analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services, and the capacity to provide such services, to address the identified education and skill needs of the workforce and the employment needs of employers in the region;
    - e. A description of the WDB's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to the performance accountability measures based on primary indicators of performance described in WIOA §116 (b)(2)(A) in order to support regional economic growth and economic self-sufficiency; and
    - f. Taking into account analyses described in subparagraphs (a) through (d), a strategy to work with the entities that carry out the core programs to align resources available to the local area, to achieve the strategic vision and goals described in subparagraph (e);
  2. A description of the workforce development system in the local area that identifies the programs that are included in that system and how the WDB will work with the entities carrying out core programs and other workforce development programs to support alignment to provide services, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the State plan under §102 (b) (1) (E);
  3. A description of how the WDB, working with the entities carrying out core programs, will expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the local board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to a recognized postsecondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable);
  4. A description of the strategies and services that will be used in the local area—
    - a. in order to—
      - i. facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
      - ii. support a local workforce development system that meets the needs of businesses in the local area;
      - iii. better coordinate workforce development programs and economic development;
      - iv. strengthen linkages between the OSDS and unemployment insurance programs; and



- b. that may include the implementation of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies, designed to meet the needs of employers in the corresponding region in support of the strategy described in paragraph (1) (f);
5. A description of how the local board will coordinate workforce investment activities carried out in the local area with economic development activities carried out in the region in which the local area is located (or planning region), and promote entrepreneurial skills training and microenterprise services;
6. A description of the One-Stop Delivery System (OSDS) in the local area, including—
  - a. A description of how the local board will ensure the continuous improvement of eligible providers of services through the OSDS and ensure that such providers meet the employment needs of local employers, and workers and jobseekers;
  - b. A description of how the local board will facilitate access to services provided through the OSDS, including in remote areas, through the use of technology and through other means;
  - c. A description of how entities within the OSDS, including One-Stop Operators and the One-Stop Partners, will comply with WIOA §188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities; and
  - d. A description of the roles and resource contributions of the One-Stop Partners;
7. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area;
8. A description of how the local board will coordinate workforce investment activities carried out in the local area with statewide rapid response activities, as described in WIOA §134 (a) (2) (A);
9. A description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities, which description and assessment shall include an identification of successful models of such youth workforce investment activities;
10. A description of how the local board will coordinate education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services;

11. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area;
12. A description of plans and strategies for, and assurances concerning, maximizing coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) and services provided in the local area through the OSDS, to improve service delivery and avoid duplication of services;
13. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under title II in the local area, including a description of how the local board will carry out, consistent with subparagraphs (A) and (B) (i) of §107 (d) (11) and §232, the review of local applications submitted under Title II;
14. A description of the replicated cooperative agreements [as defined in §107 (d ) (11)] between the local board or other local entities described in §101 (a) (11) (B) of the Rehabilitation Act of 1973 [29 U.S.C. 721 (a) (11) (B ) and the local office of a designated State agency or designated State unit administering programs carried out under Title I of such Act (29 U.S.C. 720 et seq.) (other than §112 or Part C of that title (29 U.S.C. 732, 741) and subject to §121 (f) in accordance with §101 (a) (11) of such Act [29 U.S.C. 721 (a )(11)] with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination;
15. An identification of the entity responsible for the disbursement of grant funds described in §107 (d) (12 )(B) (i) (III), as determined by the Chief Elected Official or the Governor under §107(d)(12)(B)(i);
16. A description of the competitive process to be used to award the sub grants and contracts in the local area for activities carried out under this title;
17. A description of the local levels of performance negotiated with the Governor and Chief Elected Official pursuant to §116 (c), to be used to measure the performance of the local area and to be used by the local board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under Subtitle B, and the OSDS, in the local area;
18. A description of the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the State board pursuant to §101 (d) (6);
19. A description of how training services under Chapter 3 of Subtitle B will be provided in accordance with §134 (c) (3) (G), including, if contracts for the training services will be used, how the use of such contracts will be coordinated with the use of individual training accounts under that chapter and how the local board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided;

20. A description of the process used by the local board, consistent with subsection (d), to provide an opportunity for public comment, including comment by representatives of businesses and comment by representatives of labor organizations, and input into the development of the local plan, prior to submission of the plan;
21. A description of how One-Stop Centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act and programs carried out by One-Stop Partners; and;
22. Such other information as the Governor may require.

The LEO Board/WDB Local Plan, developed to be submitted to the Governor for approval under WIOA §108, the approval of which when duly obtained thereunder, will be the Wisconsin Bay Workforce Development Area WIOA Local Plan 2016 (“Local Plan”).

- C. The LEO Board shall review and approve the budget developed by the WDB for the purpose of carrying out its duties as a WDA in accordance with WIOA §107 (“Budget”).
- D. In cooperation with the WDB, the LEO Board, as Grant Recipient, shall disburse funds, pursuant to WIOA §107, for workforce investment activities at the direction of the WDB; provided that said direction does not violate any provision of WIOA.
- E. Consistent with WIOA §121 (d), the LEO Board shall approve the WDB’s designation or certification of One-Stop Operators.

In addition, the LEO Board shall approve any request by the WDB to terminate the eligibility of a One-Stop Operator for cause. Absent a waiver by the Governor, the WDB, as well as any of its staff employed under WIOA §107, shall not serve as the One-Stop Operator for the WDA.

- F. Consistent with WIOA §121 (c), the LEO Board shall review and approve any Memorandum of Understanding (“MOU”) entered into between the WDB and the One Stop Partners concerning the operation of the OSDS within the WDA, the MOU of which, at a minimum, consists of the following provisions:
  1. The services to be provided through the OSDS consistent with the requirements of WIOA §121, including the manner in which the services will be coordinated and delivered through such system;
  2. How the costs of such services and the operating costs of such system will be funded, including—
    - a. Funding through cash and in-kind contributions (fairly evaluated), which contributions may include funding from philanthropic organizations or other private entities, or through other alternative financing options, to provide a stable and equitable funding stream for ongoing OSDS operations;

- b. Funding of the infrastructure costs of One-Stop Centers in accordance with WIOA §121(h);
  3. Methods of referral of individuals between the One-Stop Operator and the One-Stop Partners for appropriate services and activities;
  4. Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the OSDS; and
  5. The duration of the memorandum of understanding and the procedures for amending the memorandum during the duration of the memorandum, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services; and
  6. Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.
- G. The LEO Board shall work with the WDB to conduct the oversight mandated by WIOA §107 (d) (8), with respect to local programs of youth activities authorized under of the WIOA §129, local employment and training activities authorized under WIOA §134, and the OSDS within the WDA, consistent with WIOA, as well as the Bylaws and Joint Agreement entered into thereunder.

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### **SECTION V - FISCAL MANAGEMENT; LIABILITY; MISUSE OF GRANT FUNDS**

A. Fiscal Management.

Unless designated otherwise in the Bylaws, Joint Agreement or herein, and so long as said designation is consistent with the WIOA, the LEO Board shall serve as Grant Recipient of, and be liable for any misuse of, grant funds allocated to the WDA under of the WIOA §128 and §133. Notwithstanding a subsequent designation in accordance herewith, the LEO Board shall remain liable for any misuse of WIOA funds granted hereunder.

In addition and notwithstanding its designation of the WDB as the Sub-Recipient of said funds, the LEO Board shall remain liable for any misuse thereof. To prevent misuse hereunder:

1. The LEO Board shall continuously monitor, and shall require the WDB to continuously monitor, WIOA grant-supported activities in accordance with Office of Management and Budget (OMBs) final guidance on Administrative Requirements, Cost Principles, and Audit Requirements,

2. Code of Federal Regulations Part 200, including the Department of Labor exceptions codified at 2 CFR Part 2900 as applicable and as amended from time to time, including the appropriate circulars of the Office of Management and Budget referenced within WIOA §184; and shall require the WDB, as Sub-Recipient, to establish financial controls and procedures, satisfactory to the LEO Board, that accords with Generally Accepted Accounting Principles (GAAP), as well as any other federal and state laws, regulations, guidelines and/or procedures applicable to WIOA grant funding. At a minimum, the LEO Board shall require the following fiscal controls over the WDB and/or Sub-Recipient:
  - a. That it undergo at least one annual review of the adequacy of said financial controls and procedures, which, if deemed necessary by the LEO Board, may include retaining the assistance of an independent accounting/consulting firm;
  - b. That it undergo an annual independent audit, providing the LEO Board with a copy thereof, as well as such additional audits and/or financial reviews as the LEO Board, in its sole discretion, deems necessary;
  - c. That it maintain itemized and detailed records covering all expenditures under the Budget, providing the LEO Board with quarterly reports thereof, the duration of which may be increased or decreased by the LEO Board in its sole discretion, as well as any other reports deemed necessary by the LEO Board.;
4. That it insert language regarding disallowed costs due to contractor error into all OSDS related MOUs and agreements, as well as any other applicable contracts entered into under the WIOA; and
5. That regardless of whether it remains the Sub-Recipient, the WDB will establish and maintain bylaws consistent with the WIOA, as well as the Bylaws and a Joint Agreement to ensure the efficient administration and management of its WIOA programs, services and activities that, at a minimum, indicate how the BAWDB will:
  - a. Identify, consistent with WIOA §123, eligible providers of youth activities in the WDA by awarding grants or contracts on a competitive basis.
  - b. Identify, consistent with WIOA §122, , eligible providers of training services within the WDA;
  - c. As applicable, under WIOA §134, will identify eligible providers of intensive services within the Bay WDA by awarding contracts;
  - d. Assist the Governor in developing the Statewide employment statistics system. as referenced within WIOA §107 (d) (1);
  - e. Coordinate the workforce investment activities authorized under WIOA and carried out in the WDA with economic strategies, and develop other employer linkages with such activities;

- f. Promote the participation of private sector employers in the State’s workforce system and ensure the effective provision, through said system, of connecting, brokering, and coaching activities, through intermediaries such as the One-Stop Operator in the WDA or through other organizations, to assist such employers in meeting hiring needs;
- g. Make available to the public, in a manner consistent with relevant Open Records Laws, on a regular basis through open meetings, information regarding its activities, including information regarding the Local Plan prior to its original or revised submission, and regarding membership, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of its formal meetings;
- h. Not, absent receipt of a Governor waiver, itself, provide the training services described within WIOA §134
- i. Not allow its members to vote on a matter under BAWDB consideration that:
  - i. relates to the provision of services by said members or an entity represented by said members;
  - ii. would provide direct financial benefit to said members or their immediate family; or (iii) would be deemed a conflict of interest of said members under the State plan;
- j. Solicit and accept grants and donations from sources other than Federal funding that is made available under WIOA; and
- k. Employ the staff deemed necessary to administer and disburse funds for the applicable WIOA programs, services and activities and handle issues relating to grievances, nepotism, Maintenance of Effort, and additional Conflicts of Interest or Ethical Obligations not already addressed herein.

In the event that the WDB’s current Bylaws entitled “Bylaws of the Bay Area Workforce Development Board” (“Board Bylaws”), or any duly enacted amendments thereto, conflict with the LEO Board Bylaws or Joint Agreement, the LEO Board Bylaws and Joint Agreement shall prevail so long as consistent with the WIOA.

**B. Liability Management.**

To further manage the LEO Board’s exposure in the event of misused WIOA grant funds allocated to the WDA, the LEO Board shall adhere, and, where applicable, shall require the WDB and/or any of its providers to adhere, to the following guidelines:

1. That WIOA programs, services, and activities in the WDA be administered prudently to minimize liability, including, but not limited to, the requirement that all contractors who provide services purchased with WIOA grant funds be required to maintain general liability, workers compensation, and automobile (if automobiles are used in providing services) insurance policies in an amount of at least \$1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the LEO Board to protect the LEO Board, the Consortium and the Counties. 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;
2. That the Sub-Recipient be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary by the LEO Board and in amounts to be determined by the LEO Board. Such insurance shall name the LEO Board, the Consortium and each County as additional insureds;
3. That the WDB and/or the Sub-Recipient be required to indemnify, defend and hold harmless the LEO Board, the Consortium and each County, as well as their agents, officers, elected officials, representatives, employees, successors and assigns, from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from:
  - a. The wrongful, intentional, or negligent acts or omissions of the WDB, the Sub-Recipient and/or their employees, agents, representatives and subcontractors; or
  - b. The breach by the WDB, the Sub-Recipient and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this LEO Agreement, the Bylaws and/or Joint Agreement, as well as any other agreements/governing procedures enacted in accordance with WIOA and as amended from time to time;
4. That the LEO Board may further direct the purchase of additional fidelity/bonding, errors and omissions insurance and other insurance to cover the individual LEO Board members, the Consortium and each County to the extent deemed necessary by the LEO Board; and
5. That to the extent permitted by law, WDB corporate funds and assets shall be used first to pay any uncovered loss resulting from the activities of the Consortium, the LEO Board, the WDB and/or the Sub-Recipient.

C. Misuse of Grant Funds.

In the case of any misuse of grant funds allocated under WIOA to the Bay Workforce Development Area, liability shall be assigned as follows:

1. The Fox Valley Workforce Development Area.

Outagamie County understands and agrees that it may be liable for certain obligations of the Fox Valley Workforce Development Consortium (Fox Valley Consortium) that arose prior to Outagamie County joining the Bay Workforce Development Area County Consortium. Outagamie County understands and agrees that the Bay WDA LEO Board, its Consortium and its Counties are not, and should not be, held responsible for any obligations of Outagamie County arising out of the Fox Valley Consortium. To this end, Outagamie County agrees to indemnify, defend and hold harmless the Bay WDA's LEO Board, its Consortium, and its Counties from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, that the Bay WDA's LEO Board, its Consortium and its counties may suffer, incur, be put to, pay or lay out as a result of, or in any way relating to:

- a. Outagamie County's participation in the Fox Valley Consortium;
- b. The acts or omissions of Outagamie County, its employees, agents and representatives while in the Fox Valley Consortium; or
- c. Any and all claims, liabilities or obligations of Outagamie County arising out of, or relating to, the Fox Valley Consortium.

2. Misuse of Consortium Funds.

The Consortium understands that the Counties are liable for any misuse of WIOA grant funds allocated to the WDA in accordance with the requirements of 2 CFR Part 2900. In the event of misuse of said funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Board, unless based upon the particular facts of the situation, the responsibilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. For example, if \$10,000 in liability remained and a given County has 10% of the total population of the Counties based on the decennial census, that County would be liable for \$1000. In the event that the LEO Board is unable to make said determination, the Department of Workforce Development shall determine the Counties' respective liabilities.

## **AGREEMENT**

### **SECTION VI – ADDITIONAL PROVISIONS.**

A. Term.

This Agreement shall be reviewed annually and renewed every five (5) years unless the counties choose to terminate pursuant to Section I herein, or in the event of termination of Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA).



In the event that this Agreement is terminated or not renewed, the counties agree to cooperate in transitioning programs and services consistent with WIOA, as well as the Bylaws and Joint Agreement, this Agreement and/or any other agreements or governing procedures duly enacted under WIOA (collectively “Governing Law”). If and when it is determined that this Agreement shall be terminated, the LEO Board shall take possession of all documents associated with WIOA so long as consistent with the Governing Law.

B. Acquisition and Disposal of Property.

The Sub-Recipient shall acquire, hold and dispose of real or personal property in the manner provided for under *Wisconsin Statutes* §59.06, §66.0139 and §75.35, as may be amended from time to time, as well as Governing Law.

C. Open Records/Open Meetings.

Both the LEO Board and the WDB shall conduct business openly and in accordance with Wisconsin’s Open Records provisions set forth in *Wisconsin Statutes* Chapter 19, including but not limited to the following:

1. That all actions taken by the LEO Board or the WDB during the above-referenced meetings be authorized by a majority of the members present and in a manner consistent with their respective Bylaws;
2. That duly noticed closed sessions of the LEO Board or the WDB shall not allow for LEO Board members to be excluded from WDB closed session meetings, nor shall it allow for WDB members to be excluded from LEO Board closed session meetings, when the issue under discussion in said closed session relates to WIOA programs, services and activities, the Local Plan, budget, or staff members employed in accordance with WIOA;
3. That all meetings be publically noticed and duly recorded pursuant to Wisconsin’s Open Records provisions;
4. That all records created or collected, including but not limited to all meeting agendas, meeting minutes, contracts, fiscal documentation and/or management documentation be maintained in accordance with Wisconsin’s Open Records provisions; and
5. That the record custodian referenced within Wisconsin’s Open Records provisions be designated within the respective bylaws and posted for the public in accordance therewith.

D. Applicable Law.

This Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin. Roberts Rules of Order (Newly Revised) shall govern the procedures of the Consortium insofar as they do not conflict with WIOA or the Governing Laws.

E. Amendments to the Bylaws.

The LEO Board may adopt operational and procedural bylaws consistent with WIOA State/Local Plans, and Joint Agreement. Any amendments to the current Bylaws may be adopted by the affirmative vote of 2/3 of the entire membership of the LEO Board at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

F. Impact of Legislative Changes.

Any terms or conditions rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this Agreement not impacted by the same. It is further understood by the Counties that certain terminology in this Agreement may change as Federal and State laws governing this Agreement dictate.

G. Conduct of the LEO Board and the WDB.

Members of the LEO Board and the WDB shall conduct themselves in accordance with the ethical and/or legal standards governing persons holding public office, including, at a minimum:

1. That all members, as well as staff, of the LEO Board and the WDB comply with any and all applicable Federal or State Laws, including *Wisconsin Statutes* Chapter 946, governing the conduct of public officials;
2. That all members, as well as staff of the LEO Board and the WDB be prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for their personal gain, or the personal gain of those for which they have a familial, business or other improper tie to. Said members shall avoid actual or perceived organizational and personal conflicts and shall disclose all actual or apparent conflicts consistent with Governing Law;
3. That no member of the LEO Board or the WDB shall cast a vote on any provision of services by said member, or any organization which said member directly represents, as well as any matter that would provide a direct financial benefit to said member or said member's family;
4. That, annually, each member of the LEO Board and the WDB shall complete, sign and submit a Conflict of Interest Disclosure Statement, in a format prescribed by WIOA;
5. That the LEO Board and the WDB shall not discriminate against any person contrary to WIOA §188, as well as Federal, State and local laws.

H. This Agreement shall be effective when executed by the authorized official of each County of the Consortium thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This Agreement may only be revised, modified or amended in writing and upon a majority vote of the LEO Board consistent with the governing Bylaws.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Chief Elected Officials Consortium Agreement, as amended May 19, 2016, to be executed by the County Executive of the counties having an Office of the County Executive or by the Chairperson of the County Board of Supervisors of the counties without an Office of County Executive, or that respective county CEO's Designee to the Bay WDA's LEO Board.

**The Chief Elected Official (CEO) Consortium Agreement was adopted on October 1, 2012,  
with the most recent amendment approved on May 19, 2016.**

May 19, 2016	Amended: Section III (E)(F)(G)(H)
February 11, 2016	Amended : For WIOA
October 1, 2012	Adopted