

Wisconsin Bay Workforce Development Area

**LOCAL ELECTED OFFICIALS BOARD
WORKFORCE DEVELOPMENT BOARD
JOINT AGREEMENT**

July 1, 2020 – June 30, 2022

THIS AGREEMENT made and entered into by and between the Local Elected Officials Board of the Wisconsin Bay Area Counties Consortium (hereinafter referred to as the “Board”) and the Bay Area Workforce Development Board (hereinafter referred to as the “WDB”) of the Bay Workforce Development Area in Wisconsin (hereinafter referred to as the “Bay WDA”).

WITNESSETH

WHEREAS, the Board is the legal representative of the Bay Area Counties Consortium formed under §113-118 §106 (b) (1) of Public Law 113-128, the Workforce Innovation and Opportunity Act (hereinafter referred to as “WIOA”); and

WHEREAS, the Board has the authority to appoint the membership of the WDB under WIOA §107(b); and

WHEREAS, it is the responsibility of the WDB to provide policy and strategic guidance for, and exercise oversight with respect to, activities under WIOA in the Bay WDA in partnership with the Board; and

WHEREAS, the Board and the WDB are required to enter into operational agreements under WIOA §107 (c) (1) (B);

NOW, THEREFORE, in consideration of the responsibilities of each party as designated in WIOA, the Board and the WDB each agree to enter into the following procedures and relationships in order to achieve the purpose and goals of WIOA.

SECTION I: THE RESPONSIBILITIES OF THE BOARD AND THE WDB

- A. The Board agrees to exercise diligently, and in a timely manner, the responsibilities reserved to the Board in WIOA as follows:
1. The Board, in consultation with the Governor, will designate the Local Workforce Investment Area.
 2. The Board will appoint the members of the WDB.
 3. The Board will serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under WIOA.
 4. The Board will designate an entity to serve as the local grant sub-recipient for grant funds allocated to the local area under WIOA.
 5. The Board will conduct regular oversight of the activities of the WDB.

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6. The Board will review WDB decisions and negotiate agreement with the WDB in regard to:
 - a. Memoranda of Understanding with WIOA Partner Agencies;
 - b. Designation of One-Stop Operators;
 - c. The Corporate Budget of the WDB.
 7. Consult with the Governor regarding designation as a “planning region” with other Workforce Investment Areas.
- B. The Board and the WDB agree to exercise their joint responsibilities, as designated in WIOA, in the following ways:
1. The WDB shall have primary responsibility to conduct a strategic planning process that results in the development of the WIOA Local Plan, following the provisions of WIOA §108. The WDB will submit the draft Local Plan to the members of the Board for review and comment at least 45 days prior to its required submission date. Formal agreement on the Local Plan will be required from both the Board and the WDB before it is submitted to the Governor. The Local Plan shall include a description of the local One-Stop Delivery System as designated in WIOA §108 (a) (6).
 2. The WDB may appoint the members of the Youth Standing Committee. The Board reserves the right to veto, through formal action, any appointment made by the WDB to the Youth Standing Committee.
 3. The WDB will conduct oversight of the One-Stop Delivery System as a regular Agenda item at its meetings. WDB staff will submit appropriate status reports on the operation of the One-Stop Delivery System to the Board at least quarterly. The Board may request additional reports and audits from the WDB staff as required and necessary, to carry out its responsibilities to ensure the appropriate utilization of funds under WIOA.
 4. In the event of a vacancy in the position of WDB Executive Director, each of the parties, the Board and the WDB, shall appoint at least two members to serve on a search committee to conduct the hiring process. The agreement of each party, the Board and the WDB, must be obtained before a candidate is hired.
- C. The WDB agrees to carry out diligently and in a timely manner, the responsibilities reserved to the WDB in WIOA, as well as other appropriate responsibilities given the WDB by the Board. These include, but are not limited to:
1. The development and implementation of WIOA Local Plan;
 2. Workforce research and regional labor market analysis;
 3. Convening, brokering, and leveraging local workforce development system stakeholders in the development of the Local Plan;
 4. Employer engagement;
 5. Career pathways development;

6. Lead efforts to identify and promote proven and promising practices to meet the needs of employers, workers, and job seekers;
 7. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers;
 8. Program oversight for youth workforce investment activities and the One-Stop Delivery System in the local area;
 9. Negotiation of local performance accountability measures;
 10. Selection of One-Stop operators and providers;
 11. Coordination with education partners;
 12. Budget and administration of the local workforce board;
 13. Ensure accessibility for individuals with disabilities.
- D. To carry out its statutory and other responsibilities, the WDB:
1. Shall serve as the Grant Sub-Recipient and Administrative Entity for the WDA;
 2. Shall prepare and approve a budget for programs and administration;
 3. May hire staff;
 4. May be incorporated;
 5. May solicit and accept contributions and funds from other public and private sources;
 6. May not provide direct program services, even with non WIOA funds, without the consent of the Board.
- E. To carry out its responsibilities as Grant Sub-Recipient/Fiscal Agent, the WDB will, according to 20 CFR 679.420:
1. Receive funds;
 2. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations and State policies;
 3. Respond to audit financial findings;
 4. Maintain proper accounting records and adequate documentation;
 5. Prepare financial reports;
 6. Provide technical assistance to subrecipients regarding fiscal issues;
 7. Procure contracts or obtain written agreements;
 8. Conduct financial monitoring of service providers;
 9. Ensure independent audit of all employment and training programs.

SECTION II: THE DEVELOPMENT OF THE LOCAL PLAN

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- A. The WDB, in conjunction with the Board, is responsible for the development of the WIOA Local Plan through a regular strategic planning process, and input from WIOA partner agencies and the public with the assistance of WDB staff.
- B. The WDB shall make the WIOA Local Plan available for public comment and present the Local Plan in open public hearings prior to final approval by the Board and the WDB for submission to the Governor. Public comment shall be reviewed and summarized for inclusion with the Plan. Written justification shall be provided if the Plan is not altered to conform to public comments pursuant to Section 19.84 *Wisconsin Statutes*.
- C. The Board and the WDB shall concur on the Local Plan prior to its submission to the Governor following the established procedures for each respective body. Upon approval by both bodies, the Local Plan shall be submitted to the Governor.
- D. The Joint Executive Committee of the WDA and the WDB shall be convened in the event that the Board and the WDB are unable to agree on the Local Plan, for the purpose of resolving disputes concerning the development of the Local Plan which cannot be resolved by other means.
- E. Following the submission and approval of the Local Plan, the WDB shall follow established procedures for the development and approval of contracts and budgets, informing the Board of such decisions in a timely manner. Such contracts for service provision and amendments to such contracts shall be approved by the WDB and executed by the WDB Chair or other appropriate signatories for that body. Contract amendments involving expenditures of less than 15% of a cost category may be approved by the WDB Chair or Executive Director.
- F. Modification of the Local Plan, as defined by the state Policy Manual, shall require approval of the WDB with notification to the Board following the established procedures for each respective body. Either body may request modification of the Local Plan by notifying the Chair of the other body at least 30 days prior to action being taken on such a request. After 30 days, each body shall act on the request at the next scheduled meeting.

SECTION III: OPERATING PROCEDURES

- A. **Bylaws:** The WDB and the Board may establish Bylaws and/or Operating Procedures for their respective organizations which are consistent with the provision of this and any other bilateral agreements between the parties. In the event that any such Bylaws or procedures shall be found to be in conflict with the provisions of this or any other bilateral agreements, the provision of said agreements shall prevail.
- B. **WDB Membership:** Members of the WDB are appointed to represent sectors of the WDA as outlined in WIOA §106 and the initial plan of appointment approved by the Board. All members of the WDB shall reside and be employed within the Bay WDA. If it is in the best interest of the WDA, one of the two requirements may be waived in an individual case by the Board. Any change in residence, employment or other status which affects the representative status of a WDB member shall be forwarded to the Board Chair within 90 days of said change. Changes in status which render a WDB member no longer representative of the sector from which originally appointed shall result in the Board declaring said position vacant.

- C. **Alternates:** In the course of WDB operation, alternate WDB members shall not be appointed or designated.
- D. **Size of the WDB:** The WDB, as originally constituted, consisted of 39 members representing sectors indicated in the Chief Elected Officials Consortium Agreement, and was later amended to allow up to 45 members at the time of redesignation under WIOA. The WDB may determine its own size following its being certified and convened. The WDB agrees that it will not exercise its right to alter its size without the consent of the Board.
- E. **Cause for Removal:** Any member of the WDB may be removed therefrom by the Board for cause at the recommendation of the WDB, including the following:
1. Causes specified in *Wisconsin Statutes* §17.16 (2);
 2. Failure of the WDB member to fulfill in timely and proper manner his/her obligations under this Agreement, or if the WDB member shall violate any of the covenants or stipulations of this Agreement. However, nothing herein shall be construed to permit removal of any WDB member for failure to concur in any proposed agreement with the Board;
 3. For conviction of any federal or state felony;
 4. Failure to attend at least 50% of the scheduled meetings each program year. The WDB Secretary shall inform the Board Chair of the WDB attendance records after each WDB meeting;
 5. For changes in status that affect representation as outlined in Section II (B) of this Agreement.
- F. **Filling of Vacancies:** Vacancies on the WDB shall be filled by appointment by the Board in accordance with the Act and the Chief Elected Official Consortium Agreement and WDB Bylaws in effect at the time of the vacancy.
- G. **Conflict of Interest:** Members of the WDB, members of WDB committees, and members of the Board must maintain the public trust in all matters concerning the use of federal and state funds for the purpose of carry out program requirements, especially the responsibility to uphold the reputation and integrity of the program. To accomplish this:
1. The WDB shall establish written Conflict of Interest policies in its Bylaws, and adhere to Conflict of Interest policies established by the state.
 2. No member of the WDB and its committees, or members of the Board and its committees, shall cast a vote on the provision of services by that member (or any organization of which that member is an owner, manager, employee, or agent), or vote on any matter which would provide direct financial benefit to that member (or any organization of which that member is an owner, manager, employee, or agent). The WDB or the Board may require members to leave the room during discussion and voting on issues in which they have a conflict of interest, and in any event the conflicted member may not participate in the discussion of such an issue unless the member is answering questions directly addressed to

him/her by the WDB or Board Chair. This requirement in and of itself does not preclude WDB or Board members or their businesses from participating in program contracts.

3. The WDB shall have on file an annual Disclosure/Conflict of Interest form which is signed by each WDA member, each Board member, and each Administrative staff member. The disclosure statement must include, but not be limited to, the organizational and fiduciary affiliations of the individual and the individual's immediate family, as defined by state policy, which may present a potential conflict of interest for that individual.
- H. **Maintenance of Effort:** To ensure maintenance of effort, no contracts for grants to service providers shall be in violation of the maintenance of effort requirements of federal law or regulations or rules of the Department of Workforce Development, Division of Employment and Training or its successor agency.
- I. **Grievance Procedures:** The Administrative Entity shall establish and maintain a grievance procedure for resolution of grievances and complaints about its programs and activities from participants, subgrantees, subcontractors, and other interested persons. The WDB shall develop a Grievance Policy for Board approval and, upon approval, carry out the provisions therein.
- J. **Liaison Committee:** A Liaison Committee consisting of two members of the Board, appointed by the Board Chair, and two members of the WDB, appointed by the WDB Chair, shall be convened upon the joint call of the Chairs of the Board and the WDB to resolve conflicts on issues of mutual concern. The Chairs, in making the appointments, shall jointly appoint one of the committee members as Chair and issue the charge to the committee. Upon issuance of its report to both parties, the committee shall be dissolved.
- K. **Indemnification:** The Board and the WDB recognize the need to protect all members of the WDB and the Board against loss, liability or damages that may result from their joint and separate actions in performing responsibilities under WIOA. To accomplish this, it is agreed that:
1. The Administrative Entity/Grant Sub-Recipient shall obtain errors and omissions insurance, bonding and general liability insurance. The Board and the WDB members shall be named as additional insureds on the general liability policy and errors and omissions insurance.
 2. The WDB agrees during the term of this Agreement to indemnify and save harmless the Board, its successor and assigns, from and against every claim, demand, suit, payment, damage, loss, costs, and expense that the Board, its successors and assigns, may hereafter suffer, incur, be put to, pay or lay out by reason of the WDB performing its obligations under this Agreement, provided, however, that the provisions of this section shall not apply to claims, demands, suits, payments, damages, losses, costs, and expenses caused by or resulting from the acts or omissions of the Board, its successors or assigns, or by any agency, board, officer, employee, agent, assign or representative of a county contained in the Bay WDA.
- L. **Efficiency:** The WDB and the Board shall commence, carry on and complete their obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.

M. Voting: The following provisions shall apply:

1. All approvals under this Agreement shall require the approval of a majority of the members present at a meeting of such said bodies, unless a vote of greater than a simple majority is called for in the Bylaws of the respective body.
2. Votes on matters which require concurrence of the WDB and the Board shall be by roll call and recorded in the Minutes of the respective bodies.
3. At no time shall the WDB and the Board vote as a single unit.
4. Absentee voting is not allowed by either the WDB or the Board.

N. Quorum: At minimum, a majority of the current membership of the WDB or of the Board is required to be in attendance to constitute a quorum for purposes of conducting business by each of the respective bodies.

O. Joint Committees:

1. A Planning and Evaluation Committee may be established as needed for the provision of WIOA services, and consist of at least three (3) members of the WDB appointed by the WDB Chair, and at least one (1) Board member appointed by the Board Chair. The Planning and Evaluation Committee shall:
 - a. Assist the WDB and the Board in the development of the Local Plan as required;
 - b. Review and evaluate competitive proposals for the provision of WIOA program services for adults and dislocated workers when such a process is put in place;
 - c. Review and evaluate competitive proposals for the provision of WIOA program services for youth as may be required.
2. A Joint Executive Committee comprised of the Board Chair and Vice Chair, the WDB Chair, Vice Chair, Secretary and Treasurer, may be established as needed between the Board and the WDB. This committee shall:
 - a. Address issues pertaining to this and other Board/WDB agreements as required, including the regular renewal of this Agreement;
 - b. Resolve disputes concerning the development and approval of the Local Plan which cannot be resolved through other means;
 - c. Handle disagreements among the WDB staff, or between staff and service providers which cannot be settled through usual grievance procedures or through regular committee operations.
 - d. Handle other issues and responsibilities as required by law which involve the coordinated efforts of the Board and the WDB.

3. An Administrative Budget Committee may be established, as required, to participate in the development of a budget for administering WIOA and other funding available to the WDB. The Administrative Budget Committee shall be comprised of the WDB Treasurer, who shall chair the committee, and at least two additional WDB members appointed by the WDB Chair, and at least one Board member appointed by the Board Chair.

Section IV: GENERAL ADMINISTRATIVE PROVISIONS

- A. **Delivery of Notices and Reports:** Notices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address to notify the other party in writing within a reasonable time:
 1. To the Board addressed to the designated Chair at her or his current address;
 2. To the WDB addressed to the designated Chair at her or his current address.
 3. Electronic delivery via email is also allowable with the date and time indicated on the communication and delivered to the current email address of the party. Any member of the Board or the WDB may request that United States Postal Service delivery of hard copies of communication be used to deliver notices and reports.
- B. **Open Meetings Required:** The provisions of *Wisconsin Statutes* Chapter 19 Subchapter IV, regarding open meetings of governmental bodies shall apply to all meetings and proceedings of the WDB, including those of its formally constituted subunits. The provisions of *Wisconsin Statutes* §19.96, specifically shall apply.
- C. **Public Records:**
 1. The WDB and the Board shall maintain copies of records of their activities in all major areas, including all meeting agendas and minutes, contracts, fiscal and management documentation.
 2. The Administrative Entity shall be the custodian of the public records of the WDB and of the Board, or in the event that the Administrative Entity is unable to serve this function, the Board shall designate an alternate custodian of the public records.
 4. The WDB and the Board shall each adopt policies under the Public Records Law for the duplication and distribution of copies of public records and the charges therefor.
 5. The Board and the WDB shall have complete access to the Workforce Investment Act (WIA) or Workforce Innovation and Opportunity Act (WIOA) records of both bodies, except for records of closed sessions of the WDB or Board pursuant to *Wisconsin Statutes* §19.85, and this Agreement wherein persons not members of that body may be excluded.
 6. The WDB and the Board shall send copies of all agendas and minutes thereof to the members of both bodies at all times. Electronic communication is acceptable.

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- D. **Non-Exclusion of Members:** The WDB and the Board shall not exclude members of either body from meetings in closed session pursuant to *Wisconsin Statutes* §19.85 when the matter under discussion concerns programs, plans, budgets or staff under this Agreement.
- E. **Nondiscrimination:** During the term of this Agreement, The WDB, the Board, the Administrative Entity and Local Grant Sub-Recipient agree not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of factors prohibited by federal or state law, including WIOA §188 and *Wisconsin Statutes* §111.31. The aforementioned agree to post in conspicuous places, available to all employees and applicants for employment and all recipients of services, actual or potential, notices setting forth the provisions of this Agreement as they relate to nondiscrimination. The aforementioned shall, in all solicitations for employment placed on their behalf, state that the aforementioned are "Equal Opportunity Employers".
- F. **Term of the Agreement:** The term of this Agreement shall commence as of July 1, 2020, and shall continue through June 30, 2022. This Agreement shall be reviewed by the WDB and the Board by June 1, 2022 in order to draft a successor agreement, which shall be executed prior to July 1, 2022.
- G. **Amendment of Agreement:**
1. Either party may propose amendments to this Agreement at any time. Requests for amendment shall be authorized in accordance with the Bylaws of the body initiating the request. No proposed amendment may be considered by the body unless a written copy has been mailed to the members of the body at least ten (10) days prior to consideration. An amendment to amendment(s) so proposed shall be in order.
 2. Proposed amendment, approved in accord with the above, shall be communicated to the other party [in accord with IV (A) above] and shall be acted upon by that party no less than ten (10) days nor more than sixty (60) days following receipt. No proposed amendment may be acted upon unless the text thereof has been mailed to the member of the body at least 10 days prior to consideration.
 3. The other party must respond with a written notice of concurrence or non-concurrence, or, a written request to negotiate within 10 days of consideration of the amendment.
- H. **Assignment or Transfer:** The WDB shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without prior written consent to the assignment of this Agreement to WDB's corporate successor which shall be bound in all respects as is the WDB.
- I. **Wisconsin Law Controlling:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin Law shall be controlling to the extent that there is no superseding federal law applicable.
- J. **Construction:** Should any part, clause, paragraphs or sentence of this Agreement be construed by a court of competent jurisdiction to be in violation of any federal or state law, rule or regulation, the remainder of the Agreement shall remain in full force and effect unless amended in accord with the article.

- K. **Signatory Powers:** The Chair of the WDB and the Board Chair or in their absence or disability, the Vice-Chair of the WDB and the Vice-Chair of the Board, shall be the signators for the WDB and the Board respectively when authorized to execute any document on behalf of said bodies by formal action thereof. The signatures shall be duly attested by the Secretary of the respective body.
- L. **Entire Agreement:** The entire Agreement of the parties is contained herein and this Agreement supersedes any and all prior oral agreements and negotiations between the parties relating to the subject matter thereof.

SECTION V: RATIFICATION OF THIS AGREEMENT

- A. This Agreement shall require the approval of the WDB and the Board, as required by their respective Bylaws at a meeting of each body, authorizing the execution of the agreement.
- B. Each signatory thereof certifies that he/she has the legal authority of the governing body of the parties thereto to enter into this Agreement, and the parties jointly and separately accept the responsibility for the operation of the program under WIOA.

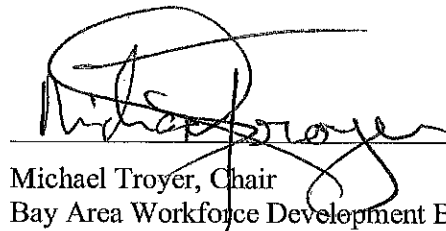
IN WITNESS THEREOF,



Troy Streckenbach, Chair
Chief Local Elected Official (LEO Board)

6/15/2020

Date



Michael Troyer, Chair
Bay Area Workforce Development Board

6/11/2020

Date