

Resolution 20-21

ARTICLES OF AGREEMENT for WORKFORCE DEVELOPMENT CHIEF ELECTED OFFICIAL CONSORTIUM

WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

WHEREAS, pursuant to the Workforce Innovation and Opportunity Act of July 2014 (WIOA), the State of Iowa has determined the counties of, Cherokee, Ida, Plymouth, Monona, and Woodbury and shall comprise Workforce Development Region 12; the counties of Audubon, Carroll, Crawford, Greene, Guthrie, and Sac shall comprise Workforce Development Region 8; and, the counties of Cass, Fremont, Harrison, Mills, Page, Pottawattamie, and Shelby shall comprise Workforce Development Region 13; and

WHEREAS, the counties of Audubon, Carroll, Cass, Cherokee, Crawford, Fremont, Greene, Guthrie, Harrison, Ida, Mills, Monona, Page, Plymouth, Pottawattamie, Sac, Shelby, and Woodbury desire to participate in and be a member of a new consolidated Workforce Development Area as designated by the Governor; and

WHEREAS, Chapter 28E of the Iowa Code allows units of local government to indicate their joint participation in the WIOA by executing a joint exercise of powers agreement in accordance with Chapter 28E and WIOA.

IT IS NOW THEREFORE AGREED, that the above-listed counties, hereinafter referred to as "Western Iowa Workforce Development Area," hereby join together for the purpose of establishing a Chief Elected Official Board under the WIOA as follows:

Article 1. Purpose

The undersigned counties hereby establish a Chief Elected Official Board (CEO Board) pursuant to the revisions of Iowa Code Chapter 28E and to carry out the requirements of the WIOA.

Article 2. Duration

This Agreement shall be effective upon the approval of the Boards of Supervisors of each of the member counties and the filing of this Agreement with the Iowa Secretary of State. This Agreement shall continue until the WIOA is rescinded, the Area as currently designated is changed by the Governor, or upon the CEO Board amending or terminating this Agreement. This Agreement replaces any prior Workforce Development Regions 8, 12, and 13 Articles of Agreement filed with the Iowa Secretary of State.

Article 3. New Entity

No separate legal or administrative entity is being created because of this Agreement. Pursuant to Iowa Code Chapter 28E.6, the CEO Board shall be responsible for administering this agreement and joint undertaking.

Article 4. Organization and Administration

- A. A CEO Board of Eighteen (18) members is hereby created. Each county that is a signatory to this agreement shall appoint one (1) of its board members to this board and each member shall have one (1) vote on issues to come before the CEO Board.
- B. The CEO Board shall elect a Chief Lead Elected Official (CLEO), and one (1) or two (2) Vice-CLEOs by majority vote of the CEO Board and said officers shall be elected for one (1) year with each term expiring on December 31. The sole authority of the CLEO, different from any other board member, shall be to call, organize, conduct, and chair meetings of the Board. Otherwise, the CLEO shall have the same voting rights, duties, and responsibilities as any other board member.
- C. The CLEO shall act as duly authorized signatory for the CEO Board on all agreements, grants, or on any other document requiring a signature and duly approved by the CEO Board, in order to be legally binding. The CLEO will serve as the primary point of contact for IWD in the dissemination of information to the CEO Board. In the absence of the CLEO, a Vice CLEO may sign on behalf of the CEO Board and serve as the primary point of contact for the CEO Board.
- D. Conflict of Interest. Whenever a potential conflict of interest arises, either directly or indirectly, the Board members shall act to the benefit of the CEO Board and not their own interests. When any such situation occurs, the affected CEO Board member is required to disclose the possible conflict of interest. In such a situation, the CEO may participate in discussion but must abstain from voting.

Article 5. Meetings, Quorum, Voting, Open Meetings, and Open Records

- A. Meetings shall be called by the CLEO and held as needed at the discretion of the CLEO, but shall be held not less than semi-annually, or upon the written demand of 40% of the member counties. The place of the meeting shall be within the Area as determined by the CLEO and scheduled Monday through Friday.
- B. In-person meetings are preferred but telephonic meetings or electronic meetings may be called and held in CLEO's discretion due to inclement weather, pandemic or other disaster, or due to a timely matter that would better be served via a telephonic or electronic meeting.
- C. A quorum of three-fifths of the member counties is required to conduct a meeting.
- D. Voting on any matter or motion before the board shall be by simple majority of those members present at the meeting unless otherwise described herein. Proxy voting shall not be permitted. Each member county shall cast its own vote.
- E. Meetings and the records of the organization are open to the public subject to the Open Meetings and Open Records requirements and exceptions of the Code of Iowa. Notice of meetings and posting of agendas shall comply with State statute. Meetings, including electronic or telephonic meetings, shall be scheduled at place and time that permits the public to participate.
- F. The records of the organization that are public records shall be maintained by a County Auditor designated by the CEO Board and/or appointed professional staff to the board and shall be available to the public for inspection or copying during normal business hours.

Article 6. Financing

This joint cooperative undertaking is to be financed by the federal funds allocated to the Area under the WIOA and with funds that the CEO Board may apply for and receive on behalf of the Western Iowa Workforce Development Area.

Article 7. Powers and Duties

The roles and responsibilities of the CEO Board include:

- A. Providing input to the Governor on designation of local-workforce development areas.
- B. Securing nominations for vacancies on the Local Workforce Development Board (LWDB) in accordance with Section 84A.4(2) of the Code of Iowa, and making final selection for appointment.
- C. Accepting liability as described in Article 9 for any misuse of WIOA Title 1 funds expended under the contract. It is hereby acknowledged that any repayment of funds must be made from non-Federal fund sources.
- D. Serving as Local Grant Recipient under WIOA, including designating an entity to serve as sub-recipient (fiscal agent).
- E. In partnership with the Iowa Workforce Development, the CEO Board is responsible for:
 1. Allocating WIOA funds
 2. Developing reorganization plans for the LWDB if one is decertified.
 3. Certifying and operating local American Job Centers, including consultation regarding policies related to and funding of infrastructure costs.
- E. In partnership with the LWDB, the CEO Board is responsible for:
 1. Negotiating and reaching agreement with IWD on local performance standards for the WIOA program.
 2. Local budget approval.
 3. Maintaining a working relationship with staff at IWD for various topics.
 4. Appointing a Youth Advisory Council.
 5. Determining the role of the Coordinating Service Provider.
 6. Designating and certifying the Coordinating Service Provider.
 7. Developing a CEO Board/LWDB Agreement, outlining how the two boards will cooperate and collaborate in establishing and overseeing the Area's Workforce Development Center system.
 8. Selecting the WIOA Service Providers.
 9. Selecting the One Stop Operator(s).
 10. Developing and entering into a Memorandum of Understanding with the Workforce Development Center System Partners.
 11. Conducting oversight of the local WIOA adult, dislocated worker services, and youth programs and the Workforce Development Center system; evaluating service delivery to determine if local needs and priorities are being met; determining whether regional needs have changed and if so, whether a plan modification is necessary; ensuring quality improvement is on-going; and, ensuring that performance standards are met.
 12. Developing and submitting the Local Area Workforce Development Customer Service Plan based on the Local Area Assessment and Analysis.
- F. Any other activities later defined by Statute; authorized by State IWD, Federal Rule, or Regulation; or, agreed to by the CEO Board within the limits of their authority to so act.

Article 8. Local Workforce Development Board (LWDB)

Nominations and appointments for the LWDB shall be made in compliance with Iowa Code section 84A.4(2). A shared priority of all members of the CEO Board is to have a geographic mix of representation on the LWDB from as many counties as possible, within reason and in accordance with other board membership criteria. LWDB members may be removed by a majority vote of the CEO Board for good cause including but not limited to excessive absences, change in occupation, relocation outside the region, or violation of board policies. LWDB members will be appointed to staggered terms and may be reappointed to successive terms.

Article 9. Liability

By approval of this Agreement and the consummation of an agreement with the LWDB named above, each member county government jointly and separately accepts responsibility and liability for the operation of the WIOA Title 1 programs to the extent of the responsibilities assigned and agreed upon in any agreement between the CEO Board and local sub-recipient. Repayment of unallowable costs attributed to workforce programs administered through this agreement, as determined by audits conducted by the state or federal government, will first be collected from contractors responsible for payment of those unallowable costs before being assessed to members. In the event some or all of those costs are not able to be recaptured from responsible parties, member counties to this agreement will be assessed an appropriate share of those costs on a per-capita basis. Should it be determined by the CEO Board or by a judicial order that the misuse is attributable to one or more specific member counties, that county or those counties shall reimburse the other member counties and wholly restore them.

Article 10. Procurement

The CEO Board shall follow appropriate Federal Government procurement standards.

Article 11. Property

No property, real or personal, shall be acquired as a result of this Agreement.

Article 12. Fiscal Agent

The CEO Board shall designate a fiscal agent for Western Iowa Workforce Development Area. Initial and subsequent selections of a fiscal agent shall only be made after considering qualifications of the entity including capacity to and proven success with managing federal funds. The fiscal agent shall receive all funds, pay all claims, or make all disbursements after approval by the CEO Board. Said fiscal agent shall deposit and maintain such funds in accordance with federal and state laws and shall maintain a separate accounting for such funds. The fiscal agent shall make available at any time to any member county a complete accounting of funds managed for the CEO Board. The funds and disbursements shall be subject to annual audit in accordance with federal guidelines. Any irregularity in receipts, disbursements, or fund balances shall immediately be reported in writing to all members of the CEO Board. The fiscal agent shall provide an accounting at each regular meeting of the CEO Board of all receipts, disbursements, balances, any accounts receivable, as well as any accounts payable. The fiscal agent will ensure payments are proper and will perform other duties as directed by Iowa Workforce Development pertaining to monitoring and oversight as it relates to fiscal duties. The fiscal agent shall provide 90 days written notice to the CEO Board before discontinuing further

service and the CEO Board shall appoint a successor fiscal agent for the Area. Provisions of this Article may be altered by a majority vote of the CEO Board for operational necessity.

Article 13. Termination by Counties

A county may withdraw from this Agreement by resolution of their Board of Supervisors and by providing notice of said withdrawal to the CEO Board at least ninety (90) days prior to the beginning of the upcoming fiscal year.

Article 14. Amendments

The terms and provisions of this Agreement may be amended from time to time. Amendments must be proposed by the CEO Board for approval by each member county. Amendments will become incorporated into this Agreement when approved by 2/3 of the member counties of this Agreement.

Articles of Agreement for Western Iowa Workforce Development Area

The Ida County Board of Supervisors have read and agree to the conditions of the Western Iowa Workforce Development Area 28E agreement and the conditions, therein.

Creston Schubert

Ida County Board Chair

5-12-2020

Date

State of Iowa)
County of Ida)

On this 12th day of May, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Creston Schubert, to me personally known, who, being by me duly sworn, did say that he is the Chairperson of the Ida County, Iowa Board of Supervisors; and that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said _____ as such officer acknowledged the execution of the said instrument to be the voluntary act and deed of Ida County by it and by them voluntarily executed.

(Seal)

Lorna Stenbock
Notary Public in and for the State of Iowa

Articles of Agreement for Western Iowa Workforce Development Area

The Mills County Board of Supervisors have read and agree to the conditions of the Western Iowa Workforce Development Area 28E agreement and the conditions, therein.

_____)
Mills County Board Chair

_____)
Date

State of Iowa)
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Chairperson of the Mills County, Iowa Board of Supervisors; and that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said _____ as such officer acknowledged the execution of the said instrument to be the voluntary act and deed of Mills County by it and by them voluntarily executed.

(Seal)

Notary Public in and for the State of Iowa