



**WORKFORCE DEVELOPMENT
BOARD, INC.**
Building a world class workforce

JOINT AGREEMENT

FOR THE WORKFORCE DEVELOPMENT BOARD and CHIEF ELECTED OFFICIALS

OF THE FOX VALLEY WORKFORCE DEVELOPMENT AREA

THIS AGREEMENT, made and entered into by and between the Fox Valley Workforce Development Board of Directors FVWDB), a body created in accordance with and pursuant to a Chief Elected Officials (CEO) Consortium Agreement, by and between the Wisconsin counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago (hereinafter referred to as the "CEO") and Fox Valley Workforce Development Board (hereinafter referred to as the "FVWDB") within the Fox Valley Workforce Development Area (FVWDA).

WITNESSETH:

WHEREAS, the Chief Elected Official (CEO) is the legal representative of the Consortium formed under Section 106(a)(4)(A) of Public Law 113-128 (hereinafter referred to as "the Act"); and

WHEREAS, the Chief Elected Official (CEO) is the appointing authority for the FVWDB under Section 107(c)(1) of Act; and

WHEREAS, it is the responsibility of the FVWDB to provide policy guidance for, and exercise oversight with respect to activities under the Act in this FVWDA in partnership with the CEO; and

WHEREAS, the CEO and the FVWDB are required to enter into operational agreements under Section 107(d) of said Act;

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the CEO and the FVWDB do agree as follows:

I. Modifications of the Workforce Innovation and Opportunity Act Plan:

1. Modification of the Plan shall require joint approval of the FVWDB and the CEO in accordance with Section VI (M) of this agreement. Either body may request modification of the Plan. Such requests shall be forwarded from the requesting body to the chairperson of the other body in keeping with Section VII (A) of this agreement.
2. FVWDB will negotiate and reach agreement on local performance measures with the Wisconsin Department of Workforce Development (DWD) as outlined in the FVWDB By-Laws.
3. FVWDB conducts oversight of One-Stop System, Youth/Young Adult activities, and employment and training activities in partnership with Chief Elected Official (CEO).

4. FVWDB will select a One-Stop Operator with the agreement of the Chief Elected Official (CEO).

II. Selection of the Grant Recipient and Administrative Entity: In accordance with Section 107(c)(3)(A) of the Act, the FVWDB and the CEO agree that:

- A. Fox Valley Workforce Development Board, Inc., shall function as the Administrative Entity responsible for carrying out the goals and objectives set forth in the Plan, for the duration of this agreement.
- B. Fox Valley Workforce Development Board, Inc., shall function as the Grant Recipient of funds under the Act.

III. Duties of the Administrative Entity as Grant Recipient/Administrative Entity:

- A. The Administrative Entity shall administer and operate programs in accordance with the Plan.
- B. The Administrative Entity shall be responsible for all receipts and disbursements relating to the Plan.
- C. The Administrative Entity shall review all contracts for purposes of verifying that funds are expended in accordance with the grantor's requirements and the Plan. The Administrative Entity shall utilize reasonable audits, desk reviews, legal services and other inquiries to effectuate the goals of this paragraph.
- D. The Administrative Entity shall provide the FVWDB and CEO an evaluation of every contract receiving funds under the Plan. Said evaluation shall include, but is not limited to, a review of the expenditures made under the contracts entered into pursuant to the Plan and an assessment of such contracts in meeting their proposed goals.
- E. The Administrative Entity shall implement the Plan by entering into contracts with providers of services. Said contracts shall set forth the duties incumbent of the service provider, the goals of each project undertaken by the provider and financial terms of the contract. All contracts shall be approved by the FVWDB and/or CEO prior to their execution as required by governing documents.
- F. The Administrative Entity shall allocate the funds due the Fox Valley Workforce Development Area for provision of services under the Workforce Innovation and Opportunity Act. The Administrative Entity shall, in making of such allocations, conform to the terms and conditions of the Plan. Further, the Administrative Entity shall only allocate funds to those service provider contractors authorized by the FVWDB and CEO. The Administrator of the Administrative Entity shall sign all such approved contracts on behalf of the administrative entity/grant recipient. The Administrative Entity shall not recommend the awarding of any funds to any contractor in which the Administrative Entity has a financial interest, either direct or indirect, unless said interest is disclosed in writing to the FVWDB and CEO and both the FVWDB and CEO consent to such allocations.
- G. The Administrative Entity shall monitor the activities of all contractors and their subcontractors to assure that funds are expended legally, properly and efficiently. The Administrative Entity

shall take all reasonable actions to prevent, halt and deter misuse of any funds allocated under the Plan.

- H. The Administrative Entity will provide assistance in formulating the terms of the Plan and any modifications or update to said Plan. Such duties include, but are not limited to, education of CEO and FVWDB of the substantive requirements of the Plan, advising CEO and FVWDB of options for the Plan, conducting research and marshaling information necessary to direct the Plan's goals toward identified needs within the Fox Valley Workforce Development Area, preparing drafts, final versions and copies of the Plan to the FVWDB and CEO, and making necessary contacts with the Department of Workforce Development Division of Employment and Training (DWD/DET) to secure approval of the Plan.
- I. The Administrative Entity shall maintain accounts, books, records and inventory controls sufficient to allow compliance and financial audits of its services under this or any other contract between the parties hereto.
- J. At the termination of all contracts funded under the Plan, the Administrative Entity to the extent reimbursed shall conduct close-out activities to determine whether the contractors' operations were in accordance with the terms and goals of the Workforce Innovation and Opportunity Act.
- K. The Administrative Entity shall obtain prior to the execution of this Agreement and maintain in force, without lapse during the term of this Agreement, errors and omissions, bonding and general liability insurance policies. The CEO and the FVWDB shall be named as additional insureds in the general liability and errors and omissions policies. Minimum limits of liability on the errors and omissions policy shall be \$300,000 per occurrence, \$300,000 aggregate. Minimum limits on the general liability policy shall be \$500,000 combined personal injury and property damage per occurrence and \$500,000 aggregate.
- L. The Administrative Entity shall draft a grievance procedure in compliance with Section 144 of the Workforce Innovation and Opportunity Act to be approved by the FVWDB and CEO prior to its implementation.

IV. Oversight:

- A. The FVWDB is authorized to provide oversight, including review, monitoring and evaluation of the programs conducted under the Plan in accordance with procedures established by the council. To carry out its functions under the Act, the FVWDB:
 - 1. Shall prepare and approve a proposed budget for programs and administration. The FVWDB shall submit the proposed budget to the CEO for review at least 15 days prior to the commencement of the budget year. Adoption of the budget shall be in accordance with Section VI (M). Amendments to the budget, outside of the annual budget meeting, must be presented to the CEO for consideration and shall require approval by a two-thirds majority of the members present from the CEO.
 - 2. May hire staff, if the proposed staff position(s) is included in the adopted budget.
 - 3. May incorporate, with the approval of both the FVWDB and the CEO.
 - 4. May solicit and accept contributions and funds from other public and private sources.

- B. The exercise of powers and duties under Section V(A)(1-4) of this agreement shall be in keeping with agreements established under Section III above and is subject to review by the CEO. The CEO may request invocation of Section VI(J) of this agreement to resolve any disagreements over the exercise of said powers.
- C. The CEO reserves the right to oversee the general progress and conduct of the Plan. To that end, the FVWDB agrees to submit to such audits as the CEO may from time to time require. The CEO agrees that such audits shall only be instituted as necessary to carry out its responsibilities to insure the appropriate utilization of funds under the Act.
- D. The FVWDB agrees to provide quarterly reports to the CEO indicating progress toward the completion of goals and objectives of the Plan. Such reports shall be due within 30 days of the end of the preceding quarter. The FVWDB further agrees to, submit such reports as may be outlined in any subsequent agreements pursuant to Section III above.

V. Operating Procedures:

- A. By-Laws: The FVWDB and the CEO may establish By-Laws and/or operating procedures, for their respective organizations, which are consistent with the provisions of this or any other bilateral agreement between the affected parties. In the event that any such By-Laws or procedures shall be found to be in conflict with the provisions of this or any other bilateral agreements, the provisions of said agreements shall prevail.
- B. FVWDB Membership Criteria: Members of the FVWDB are appointed to represent sectors of the service delivery area as outlined in Section 102 of the Act and the initial plan of appointment approved by the CEO. All members of the FVWDB shall be employed or reside within the Fox Valley Workforce Development Area. Any change in employment or other status which affects the representative status of a FVWDB member shall be forwarded to the CEO within 30 days of said change. Changes in status which render a FVWDB member no longer representative of the sector from which originally appointed shall result in the CEO declaring said position vacant.
- C. Alternates: In the course of the FVWDB's operation, alternate FVWDB members shall not be appointed or designated.
- D. Size of the FVWDB: Under Section 107 of the Act, the FVWDB may determine its own size following its being certified and convened. The FVWDB agrees that it will not exercise its right to alter its size without the consent of the CEO.
- E. Cause for Removal: Any member(s) of the FVWDB may be removed there from by the CEO for cause, including the following:
 - 1. Those causes specified in Section 17.16(2), Wisconsin Statutes.
 - 2. Failure of a FVWDB member to fulfill in timely and proper manner his or her obligations under this agreement, or if the FVWDB member shall violate any of the covenants or stipulations of this agreement. However, nothing herein shall be construed to permit removal of any FVWDB member for failure to concur in any proposed agreement with the CEO.
 - 3. For conviction of any federal or state felony.

4. Absenteeism will be addressed through FVWDB By-Laws.
 5. For changes in status that affect representation as outlined in Section VI(B) of this agreement.
- F. Filling of Vacancies: Vacancies in the FVWDB shall be filled by appointment by the CEO in accordance with the Act, the Consortium Agreement and By-Laws in effect at the time of the vacancy.
- G. Conflict of Interest:
1. Members of the FVWDB or CEO must maintain the public trust for use of the federal and state funds for the purpose of carrying out program requirements including the responsibility to maintain the reputation and integrity of the program.
 2. The FVWDB will establish written policies in its By-Laws, to adhere to conflict of interest policies established by the state.
 3. No member of the FVWDB, and its sub-groups thereof nor the CEO 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 FVWDB or its subgroups and CEOs may require members to leave the room during discussion and voting on issues with which they have a conflict of interest. This requirement in and of itself does not preclude FVWDB members or their businesses from participating in contracts.
 4. The FVWDB will have on file a disclosure form which is signed by each FVWDB member and staff, a representative for the Administrative Entity and each grantee. The disclosure statement must include but not be limited to the organizational and fiduciary affiliations of the individual or the individual's immediate family which may present a potential conflict of interest for that individual.
- H. Maintenance of Effort: To insure 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 DWD/DET.
- I. Grievance Procedures: Section 181 (c) of the Act requires such administrative entity, contractor and grantee under the Act to 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. A grievance panel, consisting of two disinterested members of the FVWDB selected by the FVWDB Chairperson, and the CEO (or his designee) shall hear all SDA-level grievances filed within this SDA.
- J. Liaison Committee: A Liaison committee consisting of two members of the CEO appointed by the CEO and two members of the FVWDB appointed by the Chairperson of the FVWDB shall be convened upon the joint call of the Chairpersons of the CEO and FVWDB to resolve conflicts of issues of mutual concern. Said Chairpersons shall jointly appoint one of the appointees as chairperson and issue the charge to the committee. The findings of the Committee shall be binding on the FVWDB and the CEO. The disagreement between the two bodies shall be resolved according to the Liaison Committee's recommendations. Upon issuance of its report, the committee shall be dissolved.

K. Indemnification:

1. The FVWDB and CEO recognize the need to protect all members of the FVWDB and CEO against loss, liability or damages that may result from their joint and separate actions in performing responsibilities under the Act. The CEO and FVWDB agree that adequate insurance shall be provided.
2. The Administrative Entity shall procure and maintain in force for the duration of the agreement, Workers Compensation Insurance including Employers Liability, Commercial General Liability, Business Auto Liability, (owned, non-owned and hired autos), Excess, (Umbrella) Liability, & Management Liability (Directors & Officers Liability), which covers CEO, FVWDB, and staff.
3. The FVWDB agrees during the term of this agreement to indemnify and save harmless the CEO, its successors and assigns, from and against any and every claim, demand, suit, payment, damage, loss, costs and expense that the CEO, its successors and assigns, may hereafter suffer, incur, be put to, pay or lay out by reason of the FVWDB 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 sole negligence of the CEO, its successors or assigns, or by any agency, board, officer, employee, agent assign or representative of a county contained in the Fox Valley Workforce Development Area.

L. Efficiency: The FVWDB and the CEO 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:

1. All approvals under this agreement shall require 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 By-Laws of the respective body.
2. Votes on matters which require concurrence of the FVWDB and the CEO shall be by roll call and recorded in the minutes of the respective bodies.
3. At no time shall the FVWDB or the CEO vote as a single unit.
4. Absentee voting is not allowed by either the FVWDB or the CEO.

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

VI. General Administrative Provisions:

1. 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, ("sent" time if electronic communication or fax is utilized), to notify the other party in writing within a reasonable time:

1. To the CEO addressed to the current secretary of the Chief Elected Officials Board of Commissioners.
 2. To the FVWDB addressed to the current administrator of the Fox Valley Workforce Development Board.
2. **Open Meetings Required:** The provisions of Subchapter V of Chapter 19, Wisconsin Statutes, regarding open meetings of governmental bodies shall apply to all meetings and proceedings of the FVWDB and the CEO, including those of its formally constituted subunits. The provisions of 19.96, Wisconsin Statutes, specifically shall apply. Telephone conferences and video conferences are permitted with all in attendance identified.
1. The FVWDB and the CEO 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 FVWDB and of the CEO, or
 3. An official of the county represented by the CEO shall be designated by the CEO as the custodian of the public records of the CEO. In the event that any succeeding CEO is from another county, the CEO records shall be transferred to that county in the custody of the official thereof designated by the then current CEO.
 4. The designated records custodian shall comply with the public records request in accordance with the requirements set forth in Wisconsin Statute 19.35. In case of doubt, authorization for release of any public records of the FVWDB or the CEO shall be authorized by the Chairpersons of the respective bodies.
 5. The CEO and the FVWDB shall have complete access to the Workforce Innovation and Opportunity Act records of both bodies, except for records of closed sessions of the FVWDB or CEO pursuant to Wisconsin State Statutes 19.85, and this agreement wherein persons not members of the respective bodies may be excluded.
 6. The FVWDB and the CEO shall send copies of all agendas and minutes thereof to the members of both bodies at all times.
- C. **Nondiscrimination:** During the term of this agreement, the FVWDB, the CEO, the Administrative Entity and Grant 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 Section 167 of the Act and Section 111.31, Wisconsin Statutes. 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".
- D. **Term of the Agreement:** The term of this agreement shall commence on the date of the execution of this Agreement and shall continue through June 30th of the following year. This agreement shall be reviewed annually by FVWDB and CEOs and renewed by July 1 unless

either party hereto gives written notice to the other sixty (60) days prior to the annual date of renewal stating that said party wishes to renegotiate all or any part of this agreement.

E. 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 By-Laws of the body initiating the request. No proposed amendment may be considered by the body unless a written copy has been sent to the members of the body at least 10 days prior to consideration. An amendment to amendment(s) so proposed shall be in order.
2. Proposed amendments approved in accord with the above shall be mailed to the other party (in accord with VI(A) above) and shall be acted upon by that party no less than 10 days nor more than 30 days following receipt. No proposed amendment may be acted upon unless the text thereof has been sent 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 under Section VI(J) above; within 10 days of consideration of the amendment.
4. No proposed amendment shall take effect until the nominating party has concurred with the amendment pursuant to Section VI(M) of this agreement and has responded with a written notice of concurrence.

F. Assignment or Transfer: FVWDB shall not assign or transfer any interest or obligation in this agreement whether by assignment or novation, without prior written consent, except that the CEO does hereby consent to the assignment of this agreement to FVWDB's corporate successor which shall be bound in all respects as is the FVWDB.

G. 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.

H. 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.

I. Signatory Powers: The Chairperson of the FVWDB and the CEO, or in their absence or disability, the Vice Chairperson of the FVWDB and the Vice-Chairperson of the CEO shall be the signatories for the FVWDB and the CEO 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 or Clerk of the respective body.

J. 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.

VII. Liability:

To the extent permitted by law, liability which arises pursuant to this Agreement shall be apportioned as follows:

- A. Workforce programs in the Fox Valley Workforce Development Area shall be administered prudently to minimize liability;
- B. 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;
- C. The FVWDB shall maintain adequate insurance as described in the Joint Agreement;
- D. To the extent permitted by law, FVWDB corporate funds and assets shall be used first to pay any remaining liability the Board is responsible for creating.
- E. The Consortium is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act.
- F. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 667.705(c)): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.
- G. Finally, after every possible method to reduce liability is exhausted, any remaining liability shall be apportioned between the six counties in proportion to their respective percentage of the workforce allocation in the year the disallowed cost or other liability occurred. For example, if \$10,000 in liability remained and a given county received an allocation of 10% of the workforce funding in the year the \$10,000 was expended, that county would be liable for \$1000.

VIII. Ratification of Agreement:

- A. This agreement shall require the approval of the FVWDB and the CEO by a majority vote of the members present at a meeting of each body, authorizing the execution of the agreement.
- B. Each signatory 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 the Act.

IN WITNESS WHEREOF, the duly authorized signatories for the CEO and the FVWDB have executed this agreement as of the day and date set forth below.

FOR THE CHIEF ELECTED OFFICIALS (CEO) CONSORTIUM OF THE FOX VALLEY WORKFORCE DEVELOPMENT AREA

By: *Donna Kalata*
Donna Kalata, Chief Elected Official

6/26/2018
Date

FOR THE FOX VALLEY WORKFORCE DEVELOPMENT BOARD (FVWDB) OF THE FOX VALLEY WORKFORCE DEVELOPMENT AREA

By: *Aimee Hostettler*
Aimee Hostettler, Chair

6/26/2018
Date