



## OKLAHOMA OFFICE OF WORKFORCE DEVELOPMENT

### OKLAHOMA WORKFORCE DEVELOPMENT ISSUANCE # 04-2016

**TO:** Chief Local Elected Officials  
Workforce Development Board Chairs  
Workforce Development Board Staff  
Workforce Development Fiscal Agents

**FROM:** Michael Widell, Deputy Secretary for Workforce Development

**DATE:** August 4, 2016

**SUBJECT:** Local Elected Official (LEO) Consortium Agreement

**Purpose:**

This policy provides guidance relating to the LEOs per the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128. The governance and operation of the Local Workforce Development System is contingent on a successful partnership between the LEOs related to their respective roles which are outlined in the agreement. This policy is provided to ensure that the necessary regulatory and operational elements are described, included and understood. LEOs may include additional agreed upon expectations. This agreement will facilitate the delivery of optimal workforce development services for individuals and employers within the Workforce Development Areas and Local Planning Regions thus creating wealth for all areas of Oklahoma.

**Message and Action:**

Each Oklahoma area that has received a designation as a workforce development area shall submit to the Oklahoma Office of Workforce Development a Local Elected Official Consortium agreement that have been granted area designation, Initial, Conditional or Modified, within 30 days of the date of this document. Provided are the definitions below for your use. Also attached is an example of an LEO consortium agreement that can serve as a model. The local elected officials are not held to the model, just to the basic content listed.

**Definitions:**

**Chief Local Elected Official (CLEO)** - The CLEO is the chief local elected official(s) elected among the consortium of LEOs representing the LEOs in the Workforce Development Area.



**Local Elected Official (LEO)** - The LEOs are the local elected officials of a county. The highest elected official in counties and counties with merged government shall be considered the LEO for their respective county.

**Local Workforce Development Board (LWDB)** - means a local workforce development board established under section 107, subject to section 107(c)(4)(B)(i).

**Planning Region (PR)** – means a region consisting of one or more local workforce development areas addressing, as a unit, the prosperity of workers and employers while focusing on the economic growth of communities, regions, and states to enhance our global competitiveness as a country.

**Attachment A:** Agreement example.

**Inquiries:** All inquiries regarding this process or policy should be directed to Michael Widell, Deputy Secretary for Workforce Development, [mike@okstate.edu](mailto:mike@okstate.edu), Erin Risley-Baird, Executive Director, OOWD, [erin.risleybaird@osuokc.edu](mailto:erin.risleybaird@osuokc.edu), or Jeane Burruss, Workforce System Coordinator, [jeane.burruss@osuokc.edu](mailto:jeane.burruss@osuokc.edu).

**LOCAL ELECTED OFFICIAL  
CONSORTIUM AGREEMENT  
WORKFORCE INNOVATION AND OPPORTUNITY ACT  
\_\_\_\_\_WORKFORCE DEVELOPMENT AREA, OKLAHOMA**

This Consortium Agreement is among the counties of \_\_\_\_\_ counties, in conjunction with lead cities of \_\_\_\_\_ hereinafter referred to as “the Parties.”

**WHEREAS**, the Oklahoma State Legislature has authorized for formulation of inter-local cooperation agreements between and among governmental entities; and

**WHEREAS**, the Workforce Innovation and Opportunity Act (Public Law 113-128) authorizes local units of government to enter into agreements for the purpose of receiving funds under this Act; and

**WHEREAS**, the Governor has designated the local workforce development area for the \_\_\_\_\_ Oklahoma area, and this area includes \_\_\_\_\_ counties, and the designation is consistent with guidelines in the Workforce Innovation and Opportunity Act (WIOA); and

**WHEREAS**, the Workforce Innovation and Opportunity act specifies that if any local area so designated includes more than one unit of general local government, the chief elected officials of such units may execute an agreement to describe their responsibilities for carrying out the roles and responsibilities under the Act; and

**WHEREAS**, the local elected officials (LEOs), comprised of all county commissioners and lead city mayors of the specified area, have legal authority to provide the governmental function which is the subject matter of this Agreement, and find that the performance of this Agreement is in the common interest of the Parties; **NOW THEREFORE**

**FOR AND IN CONSIDERATION** of the mutual covenants set out here, the Parties hereto agree as follows:

**1. Purpose**

The purpose of this agreement is to establish a unified workforce development system throughout the \_\_\_\_\_ Oklahoma Workforce Development Area. This Agreement also establishes the Chief Local Elected Official (CLEO) which shall act as the designee of the entire group of Local Elected Officials and shall act upon workforce development

issue for the Parties, and designates a Fiscal Agent for this Consortium of Local Elected Officials.

## **2. Term**

The term of this Agreement shall be effective from the date of execution and shall remain in effect until June 30, 2017. Thereafter the Agreement shall be renewed automatically for a one-year period on July 1 of each year unless terminated in accordance with this paragraph or otherwise by Oklahoma law.

Any party may terminate this agreement by giving advance written notice to each of the other parties on or before January 1 of the year in which termination is to occur. Termination shall be effective June 30.

## **3. Appointment of Chief Local Elected Official**

The LEOs elect \_\_\_\_\_ to serve as their Chief Local Elected Official at a meeting on \_\_\_\_\_ 2016.

\_\_\_\_\_, Chief Local Elected Official  
Commissioner for \_\_\_\_\_ County

\_\_\_\_\_  
\_\_\_\_\_

The local elected officials have chosen to share their workforce development responsibilities by designating the CLEO to make decisions unilaterally for the body.

### **Roles and Responsibilities**

- Pursuant to WIOA §107(b)(2), the CLEO shall: Appoint the members of the \_\_\_\_\_ Workforce Development Board for the \_\_\_\_\_ Workforce Development Area. (See Article 6 of this Agreement).
- Be responsible for calling any needed meetings of the LEOs and chairing any such meeting when called.
- Sign any of the Workforce Development Area documents on behalf of the LEOs.
- The WDB must develop a budget subject to the approval of the CLEO. The WDB with the assistance of the grant recipient/fiscal agent shall develop a budget consistent with the local plan for its activities and submit the budget to the CLEO for approval. (See Article 4 of this Agreement)
- Collaborate with the other local boards and chief elected officials from such other local areas in the preparation and submission of a regional plan as described in WIOA §106 (c) (2). The regional plan must be consistent with the state plan and be approved by the Governor through the Workforce Systems Oversight Committee.
- Develop in collaboration with the Board, the local workforce plan, which specifies the types of services that will be provided as described in WIOA § 108. The local plan must be consistent with the regional and state plan and

be approved by the Governor through the Workforce Systems Oversight Committee.

- The local board, with agreement of the CLEO, must develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners as described under WIOA §121. The completed MOUs shall be subject to CLEO approval and shall be reviewed and approved by the CLEO and WDB at scheduled meetings.
- Be involved in defining and establishing skill standards that will drive the Request for Proposal process and assist in determining appropriate vendors for the procurement of WIOA funded services.
- The local board, with the agreement of the CLEO for the local area, must designate and certify a one-stop operator through a competitive process.
- In partnership with the WDB, the CLEO shall conduct oversight for local youth workforce investment activities authorized under section 129 (c), local employment and training activities authorized under subsections (c) and (d) of section 134, and the one-stop delivery system in the local area. Oversight must ensure the appropriate use and management of the funds provided under subtitle B for the activities and system and for workforce development activities. Oversight must also ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA §116. Results shall be reported to the CLEO and WDB and shall be reviewed and approved at scheduled meetings.
- The WDB, the CLEO and the Governor must negotiate the performance levels that will be applicable to the local area as described in WIOA §116 (c).

#### **4. Fiscal Agent Designation**

Pursuant to WIOA, the Local Elected Officials shall serve as the local grant recipient for funds allocated to the \_\_\_\_\_ Workforce Development Area. To assist in the administration of grant funds, the Local Elected Officials may designate an entity to serve as a local fiscal agent. The entity designated by the LEOs to serve as fiscal agent for WIOA funds for the area is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

FAX:

FEI Number:

The fiscal agent is designated in accordance with federal and state legislation governing workforce development programs. Such designation shall not relieve the Local Elected Officials of the liability for any misuse of grant funds as described in Article 5 below.

The fiscal agent shall, unless legally improper, disburse grant funds as required by the Workforce Development Board, pursuant to local and regional plans and in accord with the following jointly developed fiscal procedures.

- ❖ Accounting for WIOA funds will be performed by the fiscal agent in accordance with the State of Oklahoma procurement policies and procedures.
- ❖ The fiscal agent shall use appropriate cost allocation methodology for all of its federal and state fiscal reporting systems.
- ❖ The fiscal agent will be responsible for the general accounting functions of WIOA funds which includes the maintenance of the general ledger, revenue and expenditure accounts, payroll and account payable.
- ❖ The fiscal agent shall retain sufficient administrative funds to employ staff to perform the fiscal duties above, including fiscal monitoring of WIOA programs.
- ❖ All required fiscal reports will be prepared and set to the CLEO after review and input by the fiscal agent.

A separate agreement between the Workforce Development Board and the Fiscal Agent will set forth further designated requirements.

## **5. Liability**

Liability pursuant to this Agreement shall be covered as follows:

- First priority – recover funds from the contractor, agent or third party incurring the liability;
- Second priority – recover the funds from an insurance carrier or bond insurer;
- Third priority – the fiscal agent shall repay the disallowance from its funds as permitted by law;
- Fourth priority – shared by LEOs based on the proportion of their respective populations.

The Workforce Development Board shall indemnify and hold harmless the LEOs for any expenditures not made in accordance with approved contracts or approved operating budgets of the parties to this agreement. The LEOs shall be indemnified and held harmless by the WIOA Board for cash received by the WIOA Board in excess of amounts disbursed under approved contracts and budgets.

Prior to or upon execution of this agreement:

- The Workforce Development Board shall provide the LEOs with satisfactory evidence of adequate insurance coverage including, but not limited to, general and special liability insurance, audit exception insurance and all state and federal mandated insurance;
- The Workforce Development Board shall require all subcontractors and agents to provide to the WIOA Board satisfactory evidence of insurance indemnifying the WIOA Board and the LEOs as named insured's;

- All insurance shall be in such kind, form and amount as the LEOs, through mutual written agreement, shall require;
- Liability insurance shall be maintained at all times as directed by the LEO's, provided, however, the Consortium may procure audit liability only as is available at a reasonable financial cost;
- Notice shall be given to each of the LEOs about any claim or suit filed.
- Any proposed settlement of a claim or suit filed against the LEOs which exceeds liability insurance coverage limits must be approved by a majority of the members.
- Any monetary liability shall be apportioned among the recipients of the funds in direct proportion to total funds allocated for the specific program for which the liability rose.

The LEOs have agreed to protect themselves or be prepared for potential disallowed costs by:

- Considering the track record of the designated fiscal agent;
- Fiscal agent providing satisfactory evidence of adequate insurance coverage;
- Workforce Development Board requiring all subcontractors and agents to provide to the Board satisfactory evidence of insurance;
- Notice shall be given to each of the LEOs regarding any claim or suit filed;
- Any proposed settlement of a claim or suit filed against the LEOs which exceeds liability insurance coverage limits must be approved by a majority of the members;
- With insurance, recover funds from the carrier or bond insurer;
- Shared liability based on the proportion of their respective populations.

## **6. WIOA Board Appointments**

The Workforce Innovation and Opportunity Act requires the State to establish criteria for appointing members to the local Workforce Development Boards. The Act indicates that chief elected officials will make appointments to the Local Workforce Development Board. The following membership criteria has been established in Oklahoma, the full text of which is found in *Oklahoma Workforce Development Issuance #03-2015 issued on July 1, 2015*.

WIOA requires that a majority of the members of the Local Board must be representatives of business in the local area. The Act specifies that certain representatives must be nominated for Board membership by particular organizations. The Act indicates that business representatives to the Local Workforce Board must be appointed from nominees of “local business organizations or business trade associations.” Lead city business or trade organizations should nominate business representatives from their local labor market areas.

If the need to add new WIOA Board members arises, the local Workforce Development Board staff must seek appropriate nominations and submit them to the CLEO for action. The CLEO may again request more nominations than there are vacancies in order to exercise discretion (2 for 1, 3 for 2, etc.) for business representative appointments. Likewise, the CLEO may also initiate the process of appointing new members by seeking appropriate nominations, if necessary, and making appointments in accordance with membership requirements, etc. Members can be dismissed for cause only as indicated in the Workforce Development Board Bylaws.

Other Workforce Development Board members from the public sector are mandated by the Act, and appointed by their respective agencies, and a complete listing is set out in the above Oklahoma Workforce Development Issuance. The Board may include any such other individuals or representatives of entities as the CLEO may determine to be appropriate.

## **7. Other Consortium Issues**

The LEOs will meet at times as determined necessary by the CLEO.

The CLEO will be responsible for calling a meeting.

The Workforce Development Board may also call a meeting of the LEO's.

Parties will be notified in writing at least three (3) days in advance of such meetings. The notice shall include the time and place for the meeting and the proposed agenda, and shall conform with all requirements of the Oklahoma Open Meeting Act.

A quorum for such meeting will be the number of LEOs present to conduct business.

Disputes between consortium members will be resolved informally to the extent possible. A meeting will be called expressly to resolve the specific dispute.

If information resolution is unsuccessful, the CLEO may engage the services of a mediator.

If mediation is unsuccessful, the CLEO shall select an arbitrator. The arbitrator so selected may schedule and hold an arbitration hearing. The parties shall be bound by final decisions of the arbitrator.

Members can be changed for a variety of reasons. A new jurisdiction may wish to join, a new LEO might be elected which would replace the present LEO in the consortium. New members would be included as from the onset by agreeing to the Consortium Agreement in place and thereby accepting liability as stated in the agreement.

Decision will be made by the consortium by a majority vote of the members present.

## **8. Various Issues**

No individual in a decision making capacity, including Workforce Development Board and LEO members, shall engage in any activity, including participation in the selection, award or administration of a sub-grant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an individual, and/or a member of the individual's immediate family, has a financial or other interest in the firm or organization selected for an award. The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Workforce Development Board and LEO members shall not participate in financial matters before their respective bodies that pertain to organizations which they represent. A LEO or Workforce Development Board member shall not cast a vote on or participate in any decision making capacity on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member. Neither membership on the LEO Consortium nor Workforce Development board, nor the receipt of WIOA funds to provide training and related services shall be construed, by themselves, to violate the provision of this section.

In the event the Workforce Development Board has reasonable cause to believe it cannot meet any or all of the obligations placed upon it by the terms of this Agreement, the LEOs must be notified immediately in writing. The LEOs shall make all reasonable efforts to assist the Workforce Development Board in meeting its obligations under this Agreement. If within thirty days of notification, the Workforce Development Board remains unable to comply with its obligations under this agreement, the LEOs here shall seek amendment or modification in accordance with the set procedures for the purpose of the effective continuation of the Act.

In the event that an impasse should arise between the LEOs and the Workforce Development Board regarding the terms and conditions, the performance, or administration of this Agreement, the parties agree to attempt to resolve disputes by mutually satisfactory negotiations in lieu of litigation. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests,

attempt to reach a just and equitable solution satisfactory to all parties. If a committee is formed from members of each body to resolve the dispute, the committee shall report the resolution to both the full LEO and the Workforce Development Board. Continued performance during disputes is assured.

Any amendment to this agreement shall require the approval of each party.

Agreement amendments for the purpose of adding additional counties, or for other purposes of modification, shall be referred to the LEOs for voting. This may be accomplished by mail.

Amendments must be approved by two-thirds vote of the LEOs. This agreement may be amended at any time by written, signed consent of the LEOs.

Should any part of this agreement be invalidated or otherwise rendered null and void, the remainder of this agreement shall remain in full force and effect.

**9. AUTHORITY AND SIGNATURES**

The undersigned officials are properly authorized to execute this Agreement on behalf of the parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual parties on the dates of their respective signatures.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

On behalf of the Fiscal Agent:

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Signature

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Date