

LOCAL ELECTED OFFICIALS CONSORTIUM AGREEMENT

WORKFORCE INNOVATION AND OPPORTUNITY ACT

Western Oklahoma WORKFORCE DEVELOPMENT AREA, OKLAHOMA

This Consortium Agreement is among the counties of:

Cimarron, Texas, Beaver, Harper, Woods, Alfalfa, Grant, Kay, Ellis, Woodward, Major, Garfield, Noble, Roger Mills, Dewey, Blaine, Kingfisher, Payne, Beckham, Custer, Washita, Harmon, Greer, Kiowa, and Jackson.

This Twenty-five county area is 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) authorized local units of government to enter into agreements for the purpose of receiving funds under this Act; and

WHEREAS, the Governor has designated a local workforce development area which includes the following counties:

Cimarron, Texas, Beaver, Harper, Woods, Alfalfa, Grant, Kay, Ellis, Woodward, Major, Garfield, Noble, Roger Mills, Dewey, Blaine, Kingfisher, Payne, Beckham, Custer, Washita, Harmon, Greer, Kiowa, and Jackson,

and will be named "Western Oklahoma Workforce Development Area"

and the designations 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), comprise of all county commissioners of the specified area, have legal authority to provide the governmental function which is 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 Local Workforce Development Area(LWDA). 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 issues 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, 2018. 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 C.J. Rose to serve as their Chief Local Elected Official at a meeting on AUGUST 02, 2017.

C.J. Rose, Chief Local Elected Official
Commissioner For Beaver 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 Local Workforce Development Board (LWDB) for the Local Workforce Development Area(LWDA). (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 LWDB must develop a budget subject to the approval of the CLEO. The LWDB 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 LWDB 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 LWDB, 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 LWDB and shall be reviewed and approved at scheduled meetings.
- The LWDB, 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 Local 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 CLEO to serve as fiscal agent for WIOA funds for the area is:

Oklahoma Economic Development Authority C-JR

Address: 330 Douglas, P.O. Box 608, Beaver, OK 73932 C-JR

Phone: (580) 625-4531 | FAX: (580) 625-3420 | FEI Number: 730802743 C-JR

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 Local 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 sent to the CLEO after review and input by the fiscal agent.

A separate agreement between the Local 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 expenditure 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 require 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 have been established in Oklahoma, the full text of which is found in current state guidance documents.

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." 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 may be called expressly to resolve the specific dispute.

If informal 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.

Decisions 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.

This agreement may be amended by written consent of all parties, or by majority vote at a meeting of the consortium.

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.

<u>Cynthia Arnold</u> Signature	<u>Blane</u> Chief Deputy Officer	<u>8-2-17</u> Date
<u>Cynthia Arnold</u> Print Name and Title		
<u>[Signature]</u> Signature	<u>Shane Kay</u> Blane	<u>8/2/17</u> Date
<u>[Signature]</u> Signature	<u>Shane Kay</u> Blane	
<u>[Signature]</u> Signature	<u>Kirk Butler Jackson</u> Blane	<u>8-2-17</u> Date
<u>[Signature]</u> Signature	<u>Kirk Butler Jackson</u> Blane	
<u>[Signature]</u> Signature	<u>Michael Latta</u> Blane	<u>8-2-17</u> Date
<u>[Signature]</u> Signature	<u>MIKE W LATTA, Ellis</u> Blane	
<u>[Signature]</u> Signature		

Nicky Boone
Signature

8-2-17
Date

Nicky BOONE Harman.
Commissioner
Print Name and Title

Gary Nielsen
Signature

8-2-17
Date

GARY NIELSEN Harper
Commissioner
Print Name and Title

Ray Wellen
Signature

8-2-17
Date

Ray Wellen Alpha
Print Name and Title

Bart Gossen
Signature

8-2-17
Date

BART GOSSEN Washita
Print Name and Title

John Smiley
Signature

8-2-17
Date

John Smiley Woods
Print Name and Title

Lyle K Miller
Signature

8-2-17
Date

LYLE K MILLER Custer
Commissioner
Print Name and Title

Lance West
Signature

8-2-17
Date

Lance West noble # 3
Print Name and Title

Dewey # 1
Signature

8-2-17
Date

Dillon Berry
Commissioner
Print Name and Title

Brend Raven
Signature

8-2-17
Date

Brend Raven Beaver
Print Name and Title

[Signature]
Signature

8-2-17
Date

DANNY BASS CIMARRON
Print Name and Title

[Signature] Beckham
Signature

8-2-17
Date

Carl Don Campbell Commissioner
Print Name and Title

[Signature]
Signature

8-2-17
Date

James Simunek Garfield
Print Name and Title

[Signature]
Signature

8-2-17
Date

Travis Ruhl Mays
Print Name and Title

[Signature]
Signature

8-2-17
Date

Hernandez Matt Woodward
Print Name and Title

[Signature]
Signature

02-02-17
Date

JUSTIN WALKER ROGER MILLS COMMISSIONER
Print Name and Title

[Signature]
Signature

8-2-17
Date

KEITH SPITRODOR Kingfisher COUNTY COMMISSIONER
Print Name and Title

Jack Strain
Signature

8-2-2017
Date

JACK STRAIN, County Commissioner Texas County
Print Name and Title

CMW
Signature

8/2/2017
Date

PAYNE COUNTY D2
CHRIS REDING COUNTY COMMISSIONER
Print Name and Title

Brent York Greer
Signature

8/2/2017
Date

Brent York Greer
Print Name and Title

Stan Funkhouser
Signature

8-2-17
Date

Stan Funkhouser Comm. D2 K0017
Print Name and Title

PHM
Signature

8-2-17
Date

Patrick Ronck Grant #3
Print Name and Title

On behalf of the Fiscal Agent:

Justin Carnagey

Signature

Justin Carnagey - Executive Director - OEDA

Print Name and Title

8-2-17

Date