

## **SOUTH CENTRAL IOWA WORKFORCE AREA**

### **CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT**

This agreement is entered into by the Chief Elected Officials of Appanoose, Davis, Hardin, Jefferson, Keokuk, Lucas, Mahaska, Marshall, Monroe, Tama, Poweshiek, Van Buren, Wapello, and Wayne counties, hereinafter collectively referred to as Chief Elected Officials (CEOs). Its purpose is to describe how CEOs will organize themselves and act to fulfill their responsibilities under the Workforce Innovation and Opportunity Act (WIOA) of 2014 in the South Central Iowa Workforce Area (SCIWA) approved by the Iowa State Workforce Development Board under WIOA.

#### **A. GENERAL PROVISIONS**

1. The name of the Agreement shall be the SCIWA Chief Elected Officials Shared Liability Agreement.
2. This Agreement reflects the unanimous decisions of all fourteen county CEOs holding office at the time of signing.
3. No property, real or personal, shall be acquired as a result of this Agreement.
4. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
5. Whenever any party desires to give notice unto another party, notice must be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph or by electronic notice at the e-mail address provided for notifications. The parties designate the seat of the Legislative Body for their municipality as the place for giving notice under this agreement.
6. This Agreement shall be deemed to be a binding agreement and shall be construed in accordance with and governed by the laws of the State of Iowa.
7. In the event that any provisions of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

8. Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

## **B. CEO DESIGNATION AND ORGANIZATION**

1. Each county that is a signatory to this agreement shall appoint one (1) of member of that county's Board of Supervisors to the SCIWA and each member shall have one (1) vote. Any power not specifically delegated to the Chief Lead Elected Official (CLEO) shall be retained by the CEOs of SCIWA. Length of term will be determined by each County Board of Supervisors for their member.
2. Each Chief Elected Official (CEO) signing this agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIOA.
3. Each CEO may appoint a member of the county board of that county to act in his or her place under this Agreement.
4. When a new CEO is elected within the SCIWA, he/she will submit a written statement acknowledging that he/she has read, understands and will comply with the current Agreement and reserves the option to request negotiations to amend the Agreement at any time during the official's tenure as a CEO.
5. Each member of the SCIWA reserves the option to request negotiations to amend the Agreement at any time during the official's tenure as a (CEO). The terms and provisions of this Agreement shall only be amended by no less than a two-thirds (2/3) vote of the member counties by resolution of their Board of Supervisors.
6. Should any member of the Agreement have a conflict of interest pertaining to any issue coming before the CEOs, or if there is an appearance of a conflict of interest, that member shall declare any such conflict prior to any discussion on the issue, and shall refrain from voting on said issue.
7. The CEOs shall comply with the Iowa Open Meetings Act and shall operate under Robert's Rules of Order.
8. The CEOs may establish such standing, special and advisory committees as it shall deem appropriate. Any committee established hereunder by the CEOs may be abolished by the CEOs at any time.
9. It is the intent of all CEOs that WIOA Title I services be provided to all counties within SCIWA on an equitable and fair basis, taking into account the total funds available and the proportional need for services of each county.

### **C. PROCESS FOR SELECTION OF CLEO AND VICE-CLEO**

1. The CEOs shall select by majority vote from among their members a Chief Lead Elected Official (CLEO) and Vice-CLEO. The CLEO and Vice-CLEO shall serve for a one year term (beginning April 16 of the present year to April 15 of the following year). The Vice-CLEO will rotate to the position of CLEO at the end of the one year term. The CEOs will then select by majority vote a new Vice-CLEO from among their members.
2. The CLEO will serve as the primary point of contact for the SCIWA and shall be the point of contact for Iowa Workforce Development in the dissemination of information to the SCIWA. The CLEO will serve as the signatory for the group of CEOs. In the absence of the CLEO, the Vice CLEO may sign on behalf of the SCIWA and serve and act as duly authorized signatory for the SCIWA on all agreements, grants, or on any other document requiring a signature and duly approved by the SCIWA, in order to be legally binding. The CLEO will act on behalf of the CEOs and will collaborate with the Vice-CLEO and the LWDB chair on a number of issues and tasks.
3. The CLEO shall preside over each meeting.
4. Vice-CLEO. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO shall assume the powers and duties of the CLEO. The Vice-CLEO shall have such other powers and perform such other duties as may be assigned him/her by the CEOs.
5. In the event of the permanent loss of the CLEO, the Vice-CLEO will succeed to such position. The CEOs will elect by majority vote a new Vice-CLEO at the next scheduled meeting or at a special meeting.
6. The CLEO shall provide an agenda prior to each meeting. Any member may request an item be added to the agenda.
7. At a minimum the CEOs shall meet before April 15 of each year and as the CLEO determines necessary or by petition to the CLEO from those members constituting a minimum of twenty percent (20%) of the CEOs of the SCIWA. Ten members or more shall represent a quorum at meetings.
8. The CLEO and the Vice-CLEO will not for their term serve as the highest-ranking officer on any board or other entity that governs the fiscal agent or a direct service provider.
9. Whenever a potential conflict of interest arises, either directly or indirectly, the CLEO shall act to the benefit of the SCIWA and not his/her own interests. When any such situation occurs, the CLEO is required to disclose the possible conflict of interest.

## **D. NOMINATION AND APPOINTMENTS TO THE LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB)**

The CLEO has the exclusive responsibility to appoint members to the LWDB from individuals recommended by the CEOs. Membership of the LWDB shall meet the guidelines of WIOA section 107(b)(2).

1. CEOs shall diligently keep abreast of the needs and demands of the industries of their counties and seek nominations based upon high demand labor needs of their area.
2. Each CEO will contact (within their county) appropriate businesses, workforce or educational entities, including chambers of commerce, labor representatives and local educational entities to request nominations for LWDB membership. Those entities contacted will be provided with a description of the roles and responsibilities of the LWDB.
3. The CEOs will submit the nominations received to the CLEO for review. The CLEO will then submit to the CEOs a LWDB membership for approval by a simple majority vote at meeting called for that purpose.
4. Additional members may be appointed beyond those minimally required by WIOA or the state. If any such appointments are made, the 51% business representative membership and 20% labor representative membership requirement shall be maintained.
5. Overall members of the LWDB, excluding the Wagner- Peyser Act and Vocational Rehabilitation representatives, must be balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members may be composed of any one gender or political party.
6. Appointments shall be for three-year terms with individual term appointments staggered so no more than one-third of board seats are appointed at one time.
7. Each individual appointed to serve on the LWDB and the nominating organization will complete and submit the following nomination documentation to the CLEO for member selection and appointment.
  - a. Signed Conflict of Interest form
  - b. Signed Member Nomination form
8. Completed appointment documentation for LWDB membership will be submitted to IWD for review, and the appointee will not be appointed to the LWDB until the CLEO has received confirmation from IWD that the appointment has been affirmed.
9. Upon confirmation from IWD, the CLEO will notify each member appointed to the LWDB by letter or electronic means. Notification shall be at least 30 days before the next regularly scheduled meeting.
10. CEOs shall perform an annual assessment of the Board's membership and performance to ensure that the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

## **E. REAPPOINTMENT OF MEMBERS**

1. The CLEO is responsible for all reappointments. New nominations are required for all appointments from nominating organizations.
2. The CLEO must process reappointments within 60 business days from the effective date of the term expiration. During the 60-day period, the LWDB will be able to legally act as a board and conduct business. If the CLEO fails to reappoint a LWDB member in a required category within 60 business days, the LWDB will be out of compliance with membership composition requirements, and any business conducted shall not be considered legal, unless the LWDB has a waiver in place in accordance with Vacancies.
3. The CLEO must indicate both the official beginning date of the reappointment and the official term expiration date on the nomination form.

## **F. CHANGE IN STATUS**

1. Members may continue to serve on the LWDB until:
  - a. Their term of office expires; however, the member may continue to serve until the replacement nominees' required documents are approved and confirmed in writing by the state.
  - b. The classification under which they were appointed changes.
  - c. The appointment is revoked by the CLEO.
  - d. The member becomes incapacitated or otherwise unable to complete their term of office.
  - e. The member resigns.
2. LWDB members who no longer hold the position or status that made them eligible to represent a specific sector on the LWDB must resign or be removed by the CLEO immediately as a representative of that entity. A resignation is not effective until it has been accepted by the CLEO.
3. Any changes to the membership of the LWDB must be reported to IWD within 10 business days from the date of the change. Notification shall include.
  - a. The name of the LWDB member.
  - b. The nature of the change (addition, removal, etc.).
  - c. The organization represented.
  - d. Job title.
  - e. Category of inclusion (business, workforce, education & training, government/economic, and community development, other).

## **G. VACANCIES**

The CLEO will ensure that LWDB vacancies are filled within 60 business days from the time the vacancy was created, or a written request for a waiver has been completed and submitted to IWD.

## **H. MID-TERM APPOINTMENT**

LWDB members replacing outgoing members mid-term will serve the remainder of the outgoing members term.

## **I. REMOVAL**

1. The CLEO may recommend that the CEOs remove a LWDB member in the event any of the following occurs:
  - a. Documented violation of conflict of interest
  - b. Failure to meet LWDB member representation requirements, as defined in the WIOA and in accordance with Local Board Membership Requirements
  - c. Documented proof of fraud and/or abuse of SCIWA funds
  - d. Intentional violation of Iowa Open Meetings Act
  - e. Criminal behavior
  - f. Other conduct detrimental to the LWDB
  - g. Missing two or more meetings within a period of one year. The anniversary date of membership will determine each full year.
2. Recommendation for removal will be made on a case-by-case basis, depending on the facts of the situation.
3. The CLEO may appoint an independent entity to investigate the conduct of a LWDB member and report back the findings.
4. The LWDB may recommend the removal of a LWDB member for the above violations to the CLEO by a vote in open session of no less than two-thirds (2/3) of the LWDB voting members. The reason for the recommendation must be given in the minutes of the meeting.
5. The CEOs of SCIWA may recommend to the CLEO the removal of a member of the LWDB by a vote in open session of no less than two-thirds (2/3) of it's members. The reason for the recommendation must be recorded in the minutes of the meeting.
6. As soon as practical, but not later than five(5) days after a recommendation for removal, the CLEO must notify the LWDB member and IWD in writing of the decision and reason for removal.

## **J. DESIGNATION OF GRANT RECIPIENT/FISCAL AGENT**

1. WIOA requires the CEOs to serve as the grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a unanimous decision CEOs may also elect to designate a fiscal agent to administer these funds and to fulfill the role of grant recipient. CEOs will require the fiscal agent to be bonded for the approximate amount of monies received under WIOA to protect their tax payers from the liability caused by misuse of funds and expenditures that are determined unallowable under WIOA.

In accordance with the flexibility of CEOs under WIOA, the CEOs:

1. The CEOs process for selecting the fiscal agent will consist of an in-depth analysis of the qualified organizations in the Area to perform the required fiscal agent roles and responsibilities outlined under WIOA. The fiscal agent will be selected by a majority vote of the CEOs based on the organizations experience, staff availability and qualifications, and past performance for handling federal funds. The CEOs may also allow the CLEO to select the fiscal agent.
2. The CEOs expect the fiscal agent to comply with all federal and state rules and regulations pertaining to the responsibilities of grant recipient/fiscal agent as defined under WIOA law, regulations and State of Iowa policy. The fiscal agent is responsible for the following functions:
  - a. Receive funds
  - b. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, the Workforce Innovation and Opportunity Act and the corresponding Federal Regulations and State policies
  - c. Respond to audit financial findings
  - d. Maintain proper accounting records and adequate documentation
  - e. Prepare financial reports
  - f. Provide technical assistance to subrecipients regarding fiscal issues
  - g. At the direction of the LWDB, the fiscal agent may also:
    - i. Procure contracts or obtain written agreements
    - ii. Conduct financial monitoring on service providers and
    - iii. Ensure independent audit of all employment and training programs

#### **K. MISSPENT FUNDS OR DISALLOWED COSTS**

1. The CEOs expect the fiscal agent to assume primary liability for any disallowed costs associated with the provision of fiscal agent services and shall be held liable for any disallowed costs by the CEOs.
2. The CEOs would also require the Service Provider to be bonded for the approximate amount of the service to be provided and be liable for misused or misspent funds associated with that Service Provider.
3. The CEOs recognize that the bonding process does not absolve CEOs of their collective liability for misspent WIOA funds. In the event WIOA expenditures are disallowed and CEOs are unsuccessful at obtaining repayment from the responsible entity, each county shall be responsible for a portion of any such liability. The apportionment will be divided proportionally between the fourteen counties of SCIWA based upon the population of each member county at the time the funds was misused or misspent.
4. The CEOs recognize that the required payment of disallowed costs must be made from non-federal funding sources.

#### **L. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD**

1. The CEOs and LWDB shall develop and submit a local plan to the IWD that meets local workforce development needs and the requirements of WIOA. The completed local plan shall be approved by CEOs at a scheduled CEO meeting. The CEOs and LWDB must be in agreement on the local plan before the plan can be submitted to the IWD. The local plan must be consistent with the state plan.

2. In partnership with the LWDB, the CEOs shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area. They will ensure the appropriate use and management of the funds provided in the local area and ensure the appropriate use and management, and investment of funds to maximize performance outcomes.
3. To fulfill our oversight responsibilities under WIOA, the CEOs shall receive from its designated Grant Recipient and Fiscal Agent (if applicable) the following information for review prior to each meeting:
  - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to SCIWA, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
  - b. Reports and other documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.
4. The LWDB, with the approval of the CEOs shall designate a one stop operator through a competitive process and may terminate for cause the eligibility of such operators pursuant to WIOA section 107(d)(10).
5. The LWDB shall develop a board budget, with the approval from the CEOs. 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 CEOs for their approval. The grant recipient/fiscal agent must distribute grant funds as approved by the CEOs provided that the disbursement does not violate WIOA or any other applicable law.
6. The CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
7. The LWDB, with approval from the CEOs, shall 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. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved by the CEOs at scheduled meetings.

## **M. CEO DISPUTES**

It is agreed that CEO decisions required under this Agreement shall be made in a democratic manner and that each CEO shall have an equal vote in all deliberations. A simple majority vote of the ten or more members present shall be required to approve or deny any action required to fulfill the CEO responsibilities covered by this Agreement.

## **N. AMENDMENTS**

This Agreement may be amended or modified at any time by the affirmative vote of 75% (11 members) of the fourteen (14) county CEOs holding office at the time of modification.



## O. SELECTION OF NEW CLEO

When a new CLEO is selected in accordance with the CEO agreement, the newly selected CLEO must submit to the LWDB and IWD a written statement acknowledging that he/she has read, understands and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

**P. CLEO INFORMATION** Jason Roudabush Poweshiek County [jroudabush@netins.net](mailto:jroudabush@netins.net)

**VICE-CLEO INFORMATION** Don Seams Wayne County [dseams@waynecountyia.org](mailto:dseams@waynecountyia.org)

## Q. NEW ENTITY

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

## R. DURATION

This agreement shall be effective upon the approval of the Board of Supervisors of each of the member counties. The Agreement shall continue until the Workforce Innovation and Opportunity Act is rescinded or SCIWA as currently designated is changed by the Governor or upon the CEOs amending this Agreement or the end of thirty (30) years from the date of this agreement has been approved by all parties.

## CONTACT INFORMATION

Tama	CEO Member	Kendall	Jordan	<a href="mailto:iowasteptank@mchsi.com">iowasteptank@mchsi.com</a>
Hardin	CEO Member	Lance	Granzow	<a href="mailto:lgranzow@hardincountyia.gov">lgranzow@hardincountyia.gov</a>
Poweshiek	<b>CLEO</b>	Jason	Roudabush	<a href="mailto:jroudabush@netins.net">jroudabush@netins.net</a>
Marshall	CEO Member	Steve	Salasek	<a href="mailto:ssalasek@marshallcountyia.gov">ssalasek@marshallcountyia.gov</a>

Davis	CEO Member	Matt	Greiner	<a href="mailto:greinerm@daviscountyiowa.org">greinerm@daviscountyiowa.org</a>
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Appanoose	CEO Member	Neal	Smith	<a href="mailto:supervisors@appanoosecounty.net">supervisors@appanoosecounty.net</a>
Van Buren	CEO Member	Dale	House	<a href="mailto:dalespackers@yahoo.com">dalespackers@yahoo.com</a>
Wapello	CEO Member	Wayne	Huit	<a href="mailto:whuit@wapellocounty.org">whuit@wapellocounty.org</a>
Wayne	VICE-CLEO	Donald	Seams	<a href="mailto:dseams@waynecountyia.org">dseams@waynecountyia.org</a>

## SIGNATURE PAGE

I have read and agree to the:

SOUTH CENTRAL IOWA WORKFORCE AREA CHIEF ELECTED OFFICIAL SHARED  
LIABILITY AGREEMENT.

(signature)

(Date)

_____	Appanoose County	_____
_____	Davis County	_____
_____	Hardin County	_____
_____	Jefferson County	_____
_____	Keokuk County	_____
_____	Lucas County	_____
_____	Mahaska County	_____
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