

RESOLUTION #30-20

**A RESOLUTION PROVIDING FOR COOPERATION WITH OTHER GOVERNMENTAL UNITS IN THE CREATION AND OPERATION OF THE SERVICE DELIVERY NORTHEAST IOWA WORKFORCE AREA CONSORTIUMS**

Whereas, the Governor of Iowa determined that the counties of Allamakee, Black Hawk, Bremer, Buchanan, Butler, Cerro Gordo, Chickasaw, Clayton, Delaware, Dubuque, Fayette, Floyd, Franklin, Grundy, Hancock, Howard, Mitchell, Winnebago, Winneshiek and Worth shall comprise Local Workforce Development Northeast Iowa Workforce Area pursuant to the WIOA of 2014, and


Whereas, the WIOA of 2014 requires, and Chapter 28E, Code of Iowa (2019) allow, units of local government to indicate their joint participation in the WIOA, by executing a joint exercise of powers agreement in accordance with those laws and regulations, and

Whereas, the heretofore-named counties desire to participate in, and be a member of Northeast Iowa Workforce Area as designated by the Governor,

Now, therefore be it resolved by the County of Floyd, Iowa, that it does hereby pledge its cooperation with the governing bodies of other cooperating governmental units in the creation and operation of the Chief Elected Official Northeast Iowa Workforce Area Board by adopting the Articles of Agreement of such Board which is attached hereto and by this reference made a part hereof.

Passed and approved this 11<sup>th</sup> day of August, 2020.

ATTEST:

  
Gloria A. Carr, Auditor

  
Roy Schwickerath, Chair  
Board of Supervisors

**NORTHEAST IOWA WORKFORCE AREA  
CHIEF ELECTED OFFICIALS  
SHARED LIABILITY AGREEMENT**

This Agreement is entered into by and between the Boards of Supervisors of Allamakee, Black Hawk, Bremer, Buchanan, Butler, Cerro Gordo, Chickasaw, Clayton, Delaware, Dubuque, Fayette, Floyd, Franklin, Grundy, Hancock, Howard, Mitchell, Winnebago, Winneshiek and Worth Counties, hereinafter collectively referred to as the "Party" or "Parties," to each appoint a Chief Elected Official ("CEO") to oversee the Northeast Iowa Local Workforce Development Area and agree to the terms and responsibilities of the receipt and distribution of grant funds from Iowa Workforce Development ("IWD"), pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

**1. PURPOSES**

To reiterate and memorialize the process and method of designating a Chief Elected Official (CEO).

To establish the powers, responsibilities and duties of the CEOs designated pursuant to this Agreement and the WIOA of 2014.

To establish the process and method the CEOs will use in the determination of the Chief Lead Elected Official (CLEO) and Vice Chief Lead Elected Official (Vice CLEO).

To establish the process and method the CEOs will use to nominate, appoint, or remove members of the Local Workforce Development Board (LWDB).

To establish the process and method the CEOs will use to designate the Fiscal Agent as the Grant Sub-recipient.

The terms and conditions, which follow, reflect the joint understanding among the Parties to this Agreement and shall be the essential elements of the mutual considerations of this Agreement.

**2. TERM**

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 Secretary of State. This Agreement shall continue until the WIOA of 2014 is rescinded, or the Governor of Iowa changes the designated Northeast Iowa Workforce Area, or upon the CEOs amending this Agreement, or the end of the thirty (30) years from the date this Agreement has been approved.

**3. CEO DESIGNATION, ORGANIZATION and ADMINISTRATION**

A. The County Board of Supervisors Chair or a designee, from within the Board, shall be designated as the Chief Elected Official (CEO) for each Party to form the Northeast Iowa Workforce Area CEO Board.

B. Each designated CEO shall collectively recruit members to the Local Workforce Development Board (LWDB), known as the Northeast Iowa Workforce Development Board (NEIWDB) as set forth in Article 8 of this agreement.

C. CEO decisions and actions required or any disputes arising under or relating to this Agreement shall be made in a democratic manner and each CEO shall have an equal

vote in all deliberations. A simple majority vote shall be required to approve or deny any action required to fulfill the CEO responsibilities and duties contained in this Agreement.

D. The CEOs shall designate and elect a Chief Lead Elected Official (CLEO), and Vice Chief Lead Elected Official 1 (Vice CLEO 1) and Vice Chief Lead Elected Official 2 (Vice CLEO 2) by majority vote of the CEOs. The election shall take place at the meeting occurring on or after January first of each year. The elected CLEO shall be appointed to serve for at least a one (1) year term, January 15-January 14, beginning on the day following the election.

E. In the event that the CLEO is unable to serve, the Vice-CLEO 1 will succeed to such position.

F. The CLEO shall act as duly authorized signatory for the CEOs/LWDB on all agreements, grants, or on any other document requiring a signature and duly approved by the CLEO, in order to be legally binding. The CLEO shall serve as the primary point of contact for Iowa Workforce Development (IWD) in the dissemination of information to the CEOs and to the LWDB/NEIWDB.

G. In the absence of the CLEO, the Vice CLEOs may sign on behalf of the CLEO and serve as the primary point of contact for IWD.

H. The CLEO will not serve as the highest-ranking officer on any Board or other entity that governs the Fiscal Agent (if independent from the CLEO's unit of Government) or a direct service provider.

I. Vice CLEOs. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO 1 shall assume the powers and duties of the CLEO. The Vice CLEO 1 shall have such other powers and perform such other duties as may be assigned to him/her by the CEOs. If neither the CLEO, nor Vice CLEO 1 are able to serve, the Vice CLEO 2 shall assume the powers and duties of the CLEO.

J. The CEOs may establish such standing, special and advisory committees as deemed appropriate. Any committee established or abolished hereunder by the CEOs shall be by majority vote.

K. A regular meeting of the CEOs shall be held on or after January first of each year and as the CLEO determines necessary or by petition to the CLEO from those members constituting a minimum of 20% of the members of the CEOs.

L. At a minimum, CEOs will meet jointly with the LWDB/NEIWDB. Meetings will occur quarterly in the months of February, May, August, and November.

M. CEOs shall make all reasonable efforts to accommodate attendance at meetings electronically, telephone, FaceTime, Skype, etc., and webinars when such technology is available and functioning at the meeting location.

N. Because the CEOs and LWDB/NEIWDB are comprised of public entities and will have the authority to apply for and receive funds and make other recommendations, the CEO Board and LWDB shall be deemed to constitute governmental bodies subject to Iowa open meeting and open records laws (Chapters 21 and 22 of the Code of Iowa). The CLEO, through the administrative support from the LWDB/NEIWDB staff, shall cause the agendas and minutes of the CEO and LWDB/NEIWDB meetings to be prepared, appropriately published, and distributed to the CEOs and board members.

O. **Conflict of Interest.** Whenever a potential conflict of interest arises, either directly or indirectly, the CEOs and LWDB members shall act to the benefit of the local workforce development area and not their own interests. When any such situation occurs, the affected CEO or board member is required to disclose the possible conflict of interest. In such a situation, the CEO or Board member shall recuse her or himself from further discussions or voting. CEOs and LWDB/NEIWDB members shall sign a conflict of interest attestation form annually.

P. **Election of New CEO.** When a new CEO is elected in a county within the LWDA, the newly elected official must submit to the LWDB a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement and reserves the option to request negotiations to amend the CEO Agreement at any time during the official's tenure as a CEO.

Q. **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 or she has read, understands, and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

#### **4. FINANCING**

This joint cooperative undertaking is to be financed by the federal funds allocated to Northeast Iowa Workforce Area under the WIOA of 2014 as amended and with funds that the CEOs may apply for and receive on behalf of the Northeast Iowa Workforce Area.

#### **5. CEO POWERS, RESPONSIBILITIES AND DUTIES**

The roles and responsibilities of the CEOs/CEO Board include:

A. Select a CLEO.

B. Secure nominations for the Local Workforce Development Board and subsequent vacancies in accordance with Iowa Code Section 84A.4(2).

C. Serve as grant sub-recipient of WIOA funds.

D. Recommending to the CLEO an organization to designate as the Fiscal Agent to serve as sub-recipient for WIOA funds and the roles and responsibilities under which the Fiscal Agent is to operate. The designation of a Fiscal Agent shall not absolve the Parties/CEOs of their collective liability for misspent WIOA funds.

E. In partnership with IWD:

1. The LWDB, CEOs and IWD shall negotiate and reach agreement on local performance accountability measures.
2. CEOs will consult with IWD in the development of a reorganization plan, following decertification of the LWDB for fraud, abuse, failure to carry out functions, or non-performance.
3. CEOs will ensure the provision of Rapid Response activities in the local area.
4. CEOs, IWD and the LWDB/NEIWDB, shall establish and operate a fiscal and management accountability information system based on guidance established by the Secretary of State after consultation with IWD, CEOs and the one-stop service partners (such guidelines shall promote efficient collection and use of

fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).

5. The CEOs will consult with IWD regarding any federal or state funded activity in the local area.

**F. In partnership with the LWDB/NEIWDB:**

1. Establishing bylaws for the LWDB/NEIWDB.
2. CEOs and the LWDB/NEIWDB shall develop, agree on and submit a local plan to IWD that meets local workforce development needs and the requirements of WIOA.
3. The local plan must be consistent with the state plan.
4. CEOs shall approve the local plan.
5. CEOs and LWDB shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area.
6. In fulfilling oversight responsibilities of the WIOA, CEOs shall receive from the designated Fiscal Agent and service providers the following information for review prior to each meeting:
  - a) Reports and documents that summarize the current financial condition of all WIOA grants awarded to Northeast Iowa Workforce Area, 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.
  - b) Reports and documents that summarize current program performance in Northeast Iowa Workforce Area against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding, or failing to meet each performance standard.
  - c) Reports and 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.
7. CEOs and LWDB shall ensure the appropriate management, investment and use of the funds provided to the local area to maximize performance outcomes.
8. The LWDB, with approval of the CEOs, shall select a one-stop operator and service provider(s) through competitive process and may terminate for cause the eligibility of such operator pursuant to WIOA section 107(d)(10)(A)(ii).
9. CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
10. The LWDB, with approval of the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the delivery system in the local area with One- Stop Partners. The completed MOUs shall be subject to CEO's approval and shall be reviewed and approved at scheduled meetings.
11. The LWDB/NEIWDB shall develop a board budget annually, with approval of the CEOs. The LWDB/NEIWDB, with the assistance of the 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 Fiscal Agent must distribute grant funds as approved by the CEOs, provided the disbursement does not violate WIOA or any other applicable law.

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

A. 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.

B. In the event WIOA fund expenditures are disallowed and Parties/CEOs are unsuccessful at obtaining repayment from the entity responsible for incurring the disallowed cost or the Fiscal Agent, each Party shall be responsible for a portion of any such liability. The apportionment shall be divided on a pro-rated basis based on county population between the twenty counties in the LWDA identified as Parties to this Agreement.

C. The Parties/CEOs agree that any required repayment of disallowed expenditures must be made from non-federal funding sources.

## **7. DISPUTE RESOLUTION**

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

## **8. LOCAL WORKFORCE DEVELOPMENT BOARD (Northeast Iowa Workforce Development Board)**

### **A. Nominations**

1. CEOs shall seek board member nominations from private sector local business organizations and trade associations.
2. The CEOs shall contact appropriate local private sector businesses, workforce entities, labor representatives, educational entities, and chambers of commerce serving the local service area to request nominations for LWDB membership in the local area.
3. When nominating an individual to serve on the LWDB, all nominating organizations shall complete and submit the following nomination documents to the CLEO for membership consideration, selection and appointment:
  - a) Signed Conflict of Interest form,
  - b) Signed Member Nomination form.
4. CLEOs shall submit nomination and appointment documentation, for LWDB/NEIWDB membership, to Iowa Workforce Development (IWD) for review, approval and confirmation of the proposed appointee.

### **B. Appointments**

The CLEOs have the exclusive responsibility to appoint members to the LWDB / NEIWDB from the individuals recommended or nominated by each class of membership.

1. After initial establishment of staggered terms, private sector board members shall be appointed up to four-year terms with no limit on terms served.

Nominations approved by consensus of CEO's before appointment by the CLEO(s). CLEOs shall not appoint nominees to the LWDB until the CLEO has received confirmation from IWD that the appointment has been approved.

2. CLEOs shall appoint members to ensure that at all times a majority of the LWDB members (a minimum of 51%) are business representatives, which represent business owners, chief executive officers, and other executives with optimum policy making or hiring authority, and provide employment in in-demand industry sectors or occupations in the local area. At least two of the business representatives must represent small business as defined by the Small Business Administration.
3. CLEOs shall appoint members to ensure that at all times not less than 20% of the LWDB/NEIWDB members are workforce representatives, which represent labor organizations, joint labor-management or union, affiliated registered apprenticeship programs, nominated by labor organizations, federations or other employee representatives. Additional board members can be filled by community-based organizations that have demonstrated experience and expertise addressing education, training or employment needs of veterans or individuals with disabilities; organizations that have demonstrated the experience and expertise in addressing education, training or employment needs of eligible youth, including out-of-school youth.
4. CLEOs shall appoint members to ensure that at all times there is a representative from adult education and representative from higher education, including community colleges, providing workforce investment activities. Additional positions may include representatives of local education agencies and community-based organizations with experience and expertise in serving individuals with barriers to employment.

a). When there are multiple local area providers of adult education services and higher education institutions providing workforce activities, CEOs will solicit nominations from those providers and institutions. This requirement provides for a representative selection process for these membership categories.

5. CLEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment services under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. The employment services and Vocational Rehabilitation representatives must be nominated by the Director of the respective state departments. Additional positions may include representatives from agencies providing transportation, housing, or public assistance programs or philanthropic organizations. CEOs will attempt to seek nominations and appointments to include representation from each of the twenty counties.
6. Individuals may be appointed as a representative of more than one required entity, if the individual meets all the criteria for representation described above.
7. CLEOs shall appoint members to ensure overall members of the LWDB, excluding the Wagner Peyser Act and Vocational Rehabilitation representatives, is balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members will be composed of any one gender or political party.

8. CEOs shall determine if any additional members should be nominated beyond the minimum required by WIOA. If such additional nominations are made, the 51% local business representative membership and 20% labor representative membership requirements shall be maintained.
9. CEOs shall perform an annual assessment of the LWDB's membership and performance to ensure the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

#### **C. Reappointment**

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 shall 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 its membership composition requirements, and any business conducted will not be considered legal, unless the LWDB has a waiver in place in accordance with vacancies.

#### **D. Mid-term Appointment**

1. LWDB members replacing outgoing members mid-term, will serve the remainder of the outgoing member's term.

#### **E. Change in Status**

1. LWDB members may continue to serve on the LWDB until:
  - a) Their term expires; however, the member may continue to serve until the replacement nominee's required documents are confirmed and approved by IWD.
  - b) The classification under which they were appointed changes.
  - c) The CEOs vote to remove the member.
  - d) The member becomes incapacitated or otherwise unable to complete their term.
  - e) The member resigns. A resignation is not effective until it has been accepted by the CLEO.
2. LWDB members who no longer hold the position or status that made them eligible to represent a required sector on the LWDB must resign or be immediately removed by the CLEO as a representative of that sector or entity.
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 (resign, removal, etc.)
  - c) The organization represented.
  - d) Job title.



- e) Category of inclusion (business, workforce, education & training, government / economic and or community development, etc.)

Nominations and appointments for the Northeast Iowa Workforce Development Board shall be made in compliance with Iowa Code section 84A.4(1). To the extent possible each county will be represented.

#### F. Vacancies

1. CEOs will make every effort to ensure LWDB vacancies are filled within 60 days from the time the vacancy was created or submit a written request for a Waiver to IWD.

#### G. Removal

1. The CLEO shall 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 the LWDB membership requirements.
  - c) Documented proof of fraud and or abuse.
  - d) LWDB members may be removed for other factors outlined in LWDB bylaws.
  - e) After 3 consecutive missed meetings. Approval per FMLA guidelines.

### 9. INSURANCE

The Parties of this Agreement agree that the Northeast Iowa Workforce Development Board shall purchase such insurance as is necessary to fully insure the Chief Elected Official Board and indemnify its 20 member counties as identified in this agreement, their elected officials or designees and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act arising wholly or in part by any act or omission of the Chief Elected Official Board, the LWDB/NEIWDB or any of its members, the-fiscal agent or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained shall name Northeast Iowa Workforce Development Board and the Chief Elected Official Board members as insureds, and shall include, but not be limited to, coverage for directors' and officers' liability, crimes committed, professional liability, general liability, sexual abuse, worker's compensation, automobile and fiduciaries liability. Insurance premiums shall be paid from administrative funds.

### 10. DESIGNATION OF FISCAL AGENT

WIOA requires the CEOs to serve as the local grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a majority decision CEOs may also to designate a fiscal agent to administer these funds and to fulfill the role of grant sub-recipient. Even if CEOs designate a grant sub-recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA. The fiscal agent will:

- A. Receive funds.
- B. Disburse funds as directed by the LWDB/NEIWDB.
- C. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA, and IWD policies.
- D. Respond to audit financial findings.
- E. Maintain proper accounting records and adequate documentation.
- F. Prepare financial reports.
- G. Provide technical assistance to contractors regarding fiscal issues.
- H. At the direction of the LWDB/NEIWDB, the fiscal agent may also:
  - 1. Procure contracts or obtain written agreements.
  - 2. Conduct financial monitoring on service providers, and
  - 3. Ensure independent audit of all employment and training programs.

## **11. GENERAL PROVISIONS**

**A. ENTIRE AGREEMENT:** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and 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.

**B. AMENDMENTS:** The terms and provisions of this Agreement may only be amended by the written mutual consent of all parties.

**C. NOTICE:** Whenever any party desires or is required to give notice unto another party, notice shall be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party (CEO and County Auditor) 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 county as the place for giving notice pursuant to this Agreement.

**D. CHOICE OF LAW:** This Agreement shall be deemed to be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this

Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

**E. SEVERABILITY:** In the event that any portion or provisions of this Agreement or the application of any such provision to any party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

**F. WAIVER:** Any waiver of any term or condition by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition. r.

**IN WITNESS WHEREOF,** the parties hereto have made and executed the Agreement on separate signature pages for each municipality member of the Chief Elected Official Board and on the respective dates which accompany each signature.

SIGNATURE PAGE

IN WITNESS WHEREOF THIS CEO (28E) AGREEMENT, ACCEPTED BY THE PARTIES  
THIS 11<sup>th</sup> DAY OF August, 2020:

<b>Allamakee County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Black Hawk County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Bremer County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Buchanan County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Butler County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Cerro Gordo County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Chickasaw County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Clayton County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Delaware County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Dubuque County</b>	_____	_____	_____
	Print Name	Signature	Date
<b>Fayette County</b>	_____	_____	_____
	Print Name	Signature	Date

**Floyd County** Roy Schwickerath [Signature] 8-11-2020  
Print Name Signature Date

**Franklin County** \_\_\_\_\_  
Print Name Signature Date

**Grundy County** \_\_\_\_\_  
Print Name Signature Date

**Hancock County** \_\_\_\_\_  
Print Name Signature Date

**Howard County** \_\_\_\_\_  
Print Name Signature Date

**Mitchell County** \_\_\_\_\_  
Print Name Signature Date

**Winnebago County** \_\_\_\_\_  
Print Name Signature Date

**Winneshiek County** \_\_\_\_\_  
Print Name Signature Date

**Worth County** \_\_\_\_\_  
Print Name Signature Date