

NORTHEAST MISSOURI WORKFORCE DEVELOPMENT BOARD AND NORTHEAST REGION CLEO's CONSORTIUM AGREEMENT

This agreement is effective for the period July 1, 2020 and ending June 30, 2021 and entered into by and between the Consortium of Chief Local Elected Officials of the Northeast Region for the Workforce Innovation and Opportunity Act (hereinafter, the CLEOs) and the Local Workforce Development Board of the same region (hereinafter, the WDB).

WITNESSETH THAT:

WHEREAS, the CLEOs have designated the WDB as the Administrative Entity and Fiscal Agent for the Northeast Region for the Workforce Innovation and Opportunity Act.

NOW, THEREFORE, this Agreement is made and entered into by the CLEOs and the NEMO WDB, whereby the parties agree as follows:

- I. Authorities and Responsibilities of the CLEOs shall be to:
 - A. Assume the designation as a Workforce Development region as approved by the Governor of the State of Missouri.
 - B. Designate the WDB as the administrative entity and fiscal agent for the WIOA program within the Northeast Region Workforce Development Area.
 - C. Approve the hiring of the Executive Director as recommended by the WDB.
 - D. Approve the Four-Year Strategic Workforce Development Plan and all subsequent modifications.
 - E. Approve all Memorandums of Understanding developed by the agencies involved in the providing of services under the WIOA within the Northeast Region and within the One-Stop delivery system.
 - F. Designate and certify one-stop operators in agreement with the NEMO WDB in accordance with the Act.
 - G. Negotiate performance measures in accordance with the WIOA performance accountability system.
 - H. Appoint members to the WDB in accordance with the WIOA.
 - 1. The WDB shall consist of members in accordance with appropriate representation required by state and federal law.
 - 2. The term of membership shall be for two years. There shall be no limit to the number of terms that may be served.
 - 3. Nominations of replacement members to the Board shall be obtained by the CLEOs in coordination with local business associations and organizations and presented to the Governor for appointment
 - 4. Filling of an unexpired term may be done using the applications or resumes from the last opening.
 - I. Publicly endorse, promote and support all WDB programs identified in the approved Workforce Development Plan for the northeast region for the WIOA.
 - J. Provide at least one CLEO to sit on the WDB executive committee, one-stop committee or committees with similar responsibilities. The CLEOs retain the right to have at least one CLEO on each and every WDB committee that might be appointed. These positions filled by the CLEOs are to be non-voting positions.

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- II. Authorities and Responsibilities of the WDB shall be to:
- A. Develop and prepare the Four-Year Strategic Workforce Development Plan in accordance with the provisions of the Act.
 - B. Negotiate a Memorandum of Understanding with agencies required to participate in the One-Stop system in accordance with the Act and other agencies that volunteer to participate.
 - C. Recommend to the CLEOs an Executive Director who will have the responsibility of hiring and maintaining a well-qualified and well-trained professional staff as is necessary to meet the requirements of this agreement.
 - D. Assure administrative and fiscal accountability and integrity for WDB activities.
 - E. Negotiate performance measures in accordance with the WIOA performance accountability system.
 - F. Recommend the policies, goals and objectives for the workforce development system in accordance with identified needs to insure the development, certification and competency levels required for providing training programs and systems.
 - G. Provide advocacy and technical assistance for continuous improvement for the purpose of evaluating the effectiveness of programs provided by the WDB and/or its training providers/vendors.
 - H. Develop and conduct marketing efforts and public relations for the workforce development system.
 - I. Annually prepare reports on program status, performance and results in accordance with the WIOA.
 - J. Serve as the administrative entity and fiscal agent for the Northeast Region as designated by the Governor pursuant to all applicable federal, state and local laws, rules and regulations, and assume fiscal and administrative responsibilities for program operations in the region.
 - K. Administer all fiscal and administrative components as identified in the Four-Year Strategic Plan.
 - L. Provide for fiscal services such as general accounting; draw down of WDB funds, reporting of cash distribution and preparation of required periodic financial status reports.
 - M. Maintain a management information system necessary to track and report on WDB activities and performance related data.
 - N. Conduct procurement of services and products necessary to meet the requirements of this agreement in accordance with any local, state or federal law.
 - O. Provide funding data and information through the WDB structure on matters pertaining to the provision of services.
 - P. Assure client eligibility verification as identified in the Four-Year Strategic Plan.
 - Q. Provide for and report to the CLEOs a yearly audit that shall be completed nine (9) months after the close of each and every fiscal year and at termination of this agreement.
 - R. Assume the responsibility of obtaining the audit report of each and every provider/vendor of services within nine (9) months of the close of each and every fiscal year and at the termination of any contract with said provider/vendor. Provide the CLEOs with results of such audits.

- S. Obtain and maintain any and all required insurance (including but not limited to liability, E&O, D&O, workman's compensation and bonds necessary for the operation of the WDB). Certificates of insurance will be provided to the CLEOs.
- T. Provide the CLEOs with a bond for \$100,000 or an amount equal to total funds handled in a two (2) month period, whichever is greater.
- U. Notification of all CLEOs of all meetings including committee meetings involving said CLEOs.
- V. Provide a clerk for recording CLEO meetings and providing for the storage of Consortium records.
- W. Operate those activities and meetings required under the provisions of the Sunshine Law (Open Meeting Law).
- X. Shall not be a provider of services within the Northeast Region unless approved by the CLEOs and the Governor.

III. Terms of the Agreement.

- A. It is understood and agreed that the entire agreement between the parties is contained herein and that this agreement supersedes all previous agreements relating to the subject matter hereof.
- B. This agreement may be modified upon written request by either party.
- C. Either party may terminate this agreement for cause or convenience with ninety (90) days prior written notice to the other party or such shorter period as may be mutually agreed to by all parties. The WDB and CLEOs may terminate this agreement should funds become unavailable to provide the services set forth in through this agreement.
- D. Either party may amend this agreement in accordance with state or federal legislated statues or mandates that impact funding or programmatic implementation.

NORTHEAST REGION CLEOs CONSORTIUM

By: *Devin H. Egan* CLEO CHAIRMAN Date 5-28-20

Attested By: *Sherril Blackford* Date: 5-28-20
Assitant to County Clerk

NEMO WORKFORCE INVESTMENT BOARD, INC. (DBA NEMO WORKFORCE DEVELOPMENT BOARD)

By: *[Signature]* BOARD CHAIRMAN Date 5-22-20

Attested By: *[Signature]* Date: 5-22-20