

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

WDB-CLEO AGREEMENT & FISCAL AGENT AGREEMENT

This agreement is effective for the period July 1, 2021 and ending June 30, 2022 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.

- This agreement must be reviewed and approved annually by the CLEOs and the NEMO WDB.
- At least one representative from the CLEO must attend, at a minimum, one Board meeting annually. NEMO WDB and the CLEOs meet together a minimum of three (3) times per year.
- The CLEO and WDB Chairperson must attend summit(s) provided by OWD specifically for CLEOs and WDB Chairpersons. OWD will make them aware of the training in advance.
- The CLEO and WDB Chairperson must attend an annual meeting with the OWD Director. OWD will make them aware of the meeting in advance
- A copy of this agreement must be maintained at the facility of record in both electronic and hard copy along with the CLEO Consortium Agreement, CLEO By-Laws, WDB By-Laws, Fiscal Agent Agreement, One-Stop Operator (OSO Agreement, 3 Year Sustainability Plan, Local Plan, Budgets and Agendas/Minutes of Board/CLEO minutes. These agreements must also be posted on the WDB Website. www.nemowib.org
- The WDB, CLEO, Board Members and Board staff will abide by the guidelines codified in 20 CFR 679.300 through 679.430
- This agreement and all other agreements of the CLEO and WDB will be reviewed by the Executive Committee. The documents will be sent to the affected parties, CLEO or WDB or both, for review prior to the next scheduled Board/CLEO meeting, along with recommendation from the Executive Committee for discussion and vote.

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. The Local WDB is appointed by the CLEO in the local area in accordance with State Criteria established under WIOA 107(b), and is certified by the Governor every 2 years, in accordance with WIOA sec. 107(c)(2)
 - 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 set 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 every WDB committee as appointed by the CLEO. These positions filled by the CLEOs are to be non-voting positions.

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 every fiscal year and at termination of this agreement.
- R. Respond to all financial and programmatic audit and monitoring findings.
- S. Conduct Financial Monitoring and Programmatic Monitoring of Subrecipients.
- T. 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.
- U. 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.
- V. 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.
- W. Notification to all CLEOs of all meetings including committee meetings involving said CLEOs.
- X. Provide a clerk for recording CLEO meetings and providing for the storage of Consortium records.
- Y. Operate all activities and meetings required under the provisions of the Sunshine Law (Open Meeting Law).
- Z. 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 WDB-CLEO AGREEMENT

Signed By:

CLEO CHAIRPERSON

Chris Gamm

Chris Gamm (Jun 28, 2021 13:18 CDT)

Signature

Jun 30, 2021

Date

WDB CHAIRPERSON

Michael G. A.

Jun 30, 2021

Signature

Date










0004 ATTACHMENT 9 FISCAL AGENT WDB-CLEO Agreement - PY21

Final Audit Report

2021-06-30

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