

Grant Recipient/Fiscal Agent Agreement

North Missouri Chief Local Elected Officials
Workforce Development Board of North Missouri
North Central Missouri College

THIS AGREEMENT is entered into by and between the Chief-Elected Officials in the thirty-four counties of North Missouri, the Workforce Development Board of North Missouri, and North Central Missouri College. **This agreement shall be effective once signed by all parties and will expire on June 30, 2024.**

WHEREAS the Governor of the State of Missouri has designated thirty-four counties of Missouri (Adair, Andrew, Atchison, Buchanan, Caldwell, Clinton, Daviess, DeKalb, Gentry, Grundy, Harrison, Holt, Knox, Lewis, Lincoln, Linn, Livingston, Macon, Marion, Mercer, Monroe, Montgomery, Nodaway, Pike, Putnam, Ralls, Randolph, Schuyler, Scotland, Scott, Shelby, Sullivan, Warren, and Worth) as the North Missouri region under the provisions of Public Law 113-128, The Workforce Innovation and Opportunity Act of 2014; and

WHEREAS the North Missouri Chief-Elected Officials have entered into a joint agreement to fulfill their responsibilities under Public Law 113-128, The Workforce Innovation and Opportunity Act of 2014; and

WHEREAS Public Law 113-128, The Workforce Innovation and Opportunity Act of 2014, stipulates that the Chief-Elected Officials may designate an entity to serve as the local grant sub-recipient/fiscal agent; and

WHEREAS Public Law 113-128, The Workforce Innovation and Opportunity Act of 2014 stipulates that the local Workforce Development Board may hire staff, and

WHEREAS Public Law 113-128, The Workforce Innovation and Opportunity Act of 2014, stipulates that the Local Chief-Elected Officials and the Workforce Development Board may enter into a written agreement that describes the respective roles and responsibilities of the parties;

NOW THEREFORE, the Chief-Elected Officials and the Workforce Development Board do hereby jointly agree to designate North Central Missouri College as the local grant sub-recipient. As such, they shall provide appropriate staff to the Workforce Development Board, and serve as the fiscal agent for all funds received under the auspices of the Workforce Innovation and Opportunity Act. The following provisions shall apply in the execution of this agreement.

1. This Agreement is subject to all terms and conditions of Public Law 113-128, The Workforce Innovation and Opportunity Act of 2014, and any amendments or revisions thereof. By this reference, these documents are incorporated herein as if fully written. In the event of any

conflict between the terms and conditions of this Agreement, and those of the law/regulations, the latter shall prevail and govern the performance of all parties.

2. North Central Missouri College shall assume all responsibilities and functions as the local grant sub-recipient/fiscal agent. As such, they shall assume all liability connected with funds received under the Workforce Innovation and Opportunity Act. Further, they hereby agree to maintain adequate coverage for Directors and Officers Liability Insurance (Errors and Omissions) for the Workforce Development Board and its staff, bonding, general liability, and property insurance. The College agrees to repay any and all expenditures determined to be unallowable.

3. North Central Missouri College has the right to delegate this responsibility in sub-contractual agreements, contracts with One-Stop Operators, or in the Memorandum of Understanding among Workforce Development partners. All subcontracts for services shall require this assumption of liability. The College maintains the right to take legal action against such parties if they should refuse or fail to assume this responsibility, in order to recover the unallowable or mis-expenditure of funds, as well as the cost of litigation to recover such funds.

4. While the liability for misuse of funds is passed on to the grant sub-recipient, and in turn on to the program contractors, it does not detach the ultimate liability from the Chief-Elected Officials. In the event of misuse of funds, the responsible entity will be the first accountable for repayment. If, for any reason, there is a liability above the program contractor or sub-grant recipients' ability, the Chief-Elected Officials' liability shall be apportioned based on each county's level of participation in the specific disallowed cost. If the liability is a generalized debt for the thirty-four-county area, the liability to each county shall be proportionate to the number of participants served in that county for the same year in which the misuse of funds occurred.

5. North Central Missouri College shall provide and perform all services necessary as the fiscal agent, including the receipt and disbursement of funds appropriated to this Area under Public Law 113-128, The Workforce Innovation and Opportunity Act of 2014. Such activity shall be at the policy direction of the Workforce Development Board, with the approval of the Chief-Elected Officials. Further, it is understood that North Central Missouri College is authorized to charge allowable expenses for such work, not to exceed the approved indirect cost rate, which is currently 10%.

6. North Central Missouri College shall provide qualified staff to adequately perform all management and administrative functions for the Workforce Development Board as identified in 20 CFR 679.420(b) to include: 1) receive funds; 2) ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations and State policies; 3) respond to audit financial findings; 4) maintain proper accounting records and adequate documentation; 5) prepare financial reports; 6) provide technical assistance to sub-recipients regarding fiscal issues; 7) procure contracts and obtain written agreements; 8) conduct financial monitoring of service providers. In addition, staff shall serve as a liaison to the Department of Higher Education and Workforce Development, Office of Workforce Development, Department of Economic Development, State of Missouri, and any other required services. It is expressly agreed by all

parties, that staff dedicated to any function of the Workforce Development Board shall not have other conflicting training-related duties assigned by North Central Missouri College. Further, it is understood that North Central Missouri College is authorized to compensate staff from funds received under the Workforce Innovation and Opportunity Act.

7. The Chief-Elected Officials hereby recognize the lead role of the Workforce Development Board in the following functions which require their agreement:

- Development of Local Plan
- Designation/Certification of One-Stop Operators
- Development of Memorandum of Understanding with all One-Stop Partners
- System Oversight
- Budget
- Negotiate Local Performance Measures

8. This agreement shall be amended only by written mutual consent of all parties, and until such amendment, this agreement is binding. North Central Missouri College retains the right to cancel this contract immediately for cause, or due to discontinuation or significant reduction in funding. Any one of the three interested parties may cancel this agreement upon 120 days' written notice to the other two parties.

Execution of this agreement completed _____:

**Presiding Commissioner and Chair
CLEO Coordinating Committee**

Chair, Workforce Development Board

**President, Board of Trustees
North Central Missouri College**