

**MISSISSIPPI VALLEY WORKFORCE AREA****CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT**

This agreement is entered into by the County Elected Officials of Des Moines, Lee, Henry, Louisa, Clinton, Jackson, Scott and Muscatine 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 for Workforce Innovation and Opportunity Act (WIOA) services provided in the Mississippi Valley Workforce Area (MVWA) a Local Workforce Development Area approved by Iowa Workforce Development under WIOA.

**A. GENERAL PROVISIONS**

1. The name of the Agreement shall be the Mississippi Valley Workforce Area Chief Elected Officials Shared Liability Agreement.
2. This Agreement reflects the unanimous decisions of all eight county CEOs holding office at the time of signing.

**B. CEO DESIGNATION AND ORGANIZATION**

1. Each CEO signing this agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIOA.
2. Each CEO may appoint a member of the county board of that county to act in his or her place under this Agreement.
3. 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.
4. The CEOs shall comply with the Iowa Open Meetings Act and shall operate under Robert's Rules of Order.
5. It is the intent of all CEOs that WIOA services be provided to all counties within this Region 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**

1. The CEOs shall select by majority vote from among their members a Chief Lead Elected Official (CLEO), and co-CLEO to rotate every two years. The CLEO has signatory authority for CEOs as may be required to provide for the continuous provision of WIOA services in MVWA. The CLEO will collaborate with the co-CLEO on WIOA services, and shall grant the co-CLEO signing authority in the CLEO's absence. The CLEO and co-CLEO shall be elected immediately upon the approval of this agreement and shall serve for a term of two years. An election of the CLEO and co-CLEO shall be held every two years thereafter.
2. The CLEO shall preside over each meeting.

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3. The CLEO shall provide an agenda prior to each meeting. Any member may request an item be added to the agenda.
4. The CEOs shall meet on a regular basis to conduct the business required of them under WIOA. These meetings shall be held not less frequently than bi-monthly.
5. Five members or more shall represent a quorum at meetings.
6. The CLEO will not for the term as CLEO serve as the highest-ranking officer on any board or other entity that governs the fiscal agent or a direct service provider.
7. The CLEO will serve as the signatory for the group of CEOs. The CLEO will act on behalf of the CEOs and will collaborate with the LWDB chair on a number of issues and tasks.

### **D. NOMINATION AND APPOINTMENTS TO THE LWDB**

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

1. The CEOs shall insure that private sector LWDB members are nominated timely to expedite approval of these nominees by the state.
2. The CLEO will contact appropriate businesses, workforce or educational entities, including chambers of commerce, labor representatives and local educational entities serving the local service delivery area, to request nominations for LWDB membership.
3. The CEOs shall appoint members to ensure that at all times a majority of LWDB membership (minimum 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 businesses as defined by the Small Business Administration. CEOs shall seek business nominations from local business organizations and trade associations.
4. The CEOs shall appoint members to ensure that at all times not less than 20% of the LWDB membership are workforce representatives which represent labor organizations, joint labor-management or union affiliated registered apprenticeship programs, nominated by labor organizations by local labor federations or by other representatives of employees. Other Additional positions can be filled by community-based organizations that have demonstrated experience and expertise addressing the employment, training or education needs of veterans or individuals with disabilities, and representatives of organizations that have demonstrated experience and expertise in addressing the employment, training and education needs of eligible youth, including out-of-school youth.
5. The CEOs shall appoint members to ensure that at all times there is a representative from adult education and a representative from higher education providing workforce investment activities

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including community colleges. Additional positions may include representatives of local educational agencies and community-based organizations with expertise in serving individuals with barriers to employment

6. When there is more than one local area provider of adult education services or multiple higher education institutions providing workforce activities, nominations will be solicited from those providers and institutions. This requirement provides for a representative selection process for these membership categories.
7. The CEOs 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 service under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. Additional positions may include a member from agencies running transportation, housing, or public assistance programs or members from philanthropic organizations.
8. CEOs will ensure that overall members of the LWDB, excluding the Wagner Peyser Act and Vocational Rehabilitation representatives, will be 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.
9. An individual may be appointed as a representative of more than one entity if the individual meets all the criteria for representation, including the criteria described above.
10. Each CEO, or designee, is responsible for appointing private sector members from the CEO's county. These members must reside or work within the county of appointment.
11. A CEO may appoint a member who lives or works in a different county if that appointee meets all the requirements and is approved by the CEO from which the appointment would normally come.
12. The CEOs will determine if any additional members shall 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.
13. The CEOs shall have a majority vote to appoint nominations to the LWDB.
14. Appointments shall be for three-year terms with one-third of the membership to be appointed each year.
15. When nominating an individual to serve on the LWDB, all nominating organizations 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
16. 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.

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17. 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 appointing CEO
  - 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**

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CEOs 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 will remove LWDB members 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
  - d. LWDB members may be removed for other factors outlined in the board by-laws

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

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. Even if CEOs designate a grant recipient and fiscal agent, they remain liable for any misused funds and for 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.
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

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- 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 recognize that the designation of a fiscal agent 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 fiscal agent each county shall be responsible for a portion of any such liability. The apportionment will be divided equally between the four counties in the LWDA.
3. 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 MVWA, 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

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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. CONSULTATION WITH IOWA WORKFORCE DEVELOPMENT**

1. The LWDB, the CEOs, and the IWD shall negotiate and reach agreement on local performance accountability measures.
2. The CEOs will consult with the 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. In conjunction with IWD the CEOs will carry out statewide Rapid Response activities using funds reserved by IWD, including additional assistance to local service delivery areas that experience disasters, mass layoffs, or plant closings, or other events that precipitate substantial increases in the number of unemployed individuals.
4. The CEOs, in coordination with IWD, and the LWDB, shall establish and operate a fiscal and management accountability information system based on guidelines established by the Secretary after consultation with the IWD, CEOs and the one-stop 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 the Secretary of Labor or IWD regarding any federal or state-funded activity in the Local Area.

## **N. 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 shall be required to approve or deny any action required to fulfill the CEO responsibilities covered by this Agreement.

## **O. AMENDMENTS**

This Agreement may be amended or modified at any time by the affirmative vote of 75% of (6 members) of the eight county CEOs holding office at the time of modification.

## **P. SELECTION OF NEW CLEO**

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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.

### **Q. ELECTION OF NEW CEO**

When a new CEO is elected 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.

### **R. CEOS INFORMATION**

Henry County  
Gary See  
supervisors@henrycountyiowa.us  
319-385-0759

Lee County  
Rick Larkin  
rickleolarkin@gmail.com  
319-372-3705

Des Moines County  
Jim Cary  
caryj@dmcounty.com;jscary62@hotmail.com  
319-572-5892

Louisa County  
Brad Quigley  
backyardbuildings@ymail.com  
319-523-2463

Jackson County  
Jack Willey  
jcbos@co.jackson.ia.us  
563-632-1755

Clinton  
Jim Irwin  
jirwin@clintoncounty-ia.gov  
563-244-3453

Scott County  
Brinson Kinzer  
brinson.kinzer@scottcountyiowa.com  
563-468-7529



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Muscatine County  
Jeff Sorensen  
BoardOfSupervisors@co.muscatine.ia.us  
563-263-5317

**S. DURATION**

This CEO Agreement shall be in effect for a two-year period beginning on the date of the initial signing, unless other amendments or negotiations are initiated by any CEO during the two-year period.

This CEO Agreement is accepted by the parties this 3<sup>rd</sup> day of April 2020.

**Des Moines County** \_\_\_\_\_  
Print Name Signature

**Lee County** \_\_\_\_\_  
Print Name Signature

**Louisa County** \_\_\_\_\_  
Print Name Signature

**Henry County** \_\_\_\_\_  
Print Name Signature

**Scott County** \_\_\_\_\_  
Print Name Signature

**Muscatine County** \_\_\_\_\_  
Print Name Signature

**Clinton County** \_\_\_\_\_  
Print Name Signature

**Jackson County** \_\_\_\_\_  
Print Name Signature

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON  
\_\_\_\_\_  
DATE  
\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS  
April 2, 2020

A RESOLUTION AUTHORIZING SCOTT COUNTY TO ENTER INTO THE  
MISSISSIPPI VALLEY WORKFORCE AREA CHIEF ELECTED OFFICIAL  
SHARED LIABILITY AGREEMENT

**BE IT RESOLVED BY** the Scott County Board of Supervisors as follows:

- Section 1. That the Scott County Chairman or designee is authorized to sign the Mississippi Valley Workforce Area Chief Elected Official Shared Liability Agreement.
  
- Section 2. This resolution shall take effect immediately.