

COUNCIL OF LOCAL ELECTED OFFICIALS CONSORTIUM AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2020, by and between the COUNTIES of: **Christian, Dallas, Greene, Polk, Stone, Taney, and Webster** in the State of Missouri (hereinafter, the Counties).

WITNESSETH

WHEREAS, the Council Local Elected Officials of the aforementioned counties and/or cities did previously adopt resolutions authorizing the creation of a consortium, in order to administer the provisions of Public Law 105-220, the Workforce Investment Act (hereinafter "the Act"), and

WHEREAS, the Act was revised and reauthorized in July 2014 as Public Law 113-128, the Workforce Innovation and Opportunity Act (hereinafter "WIOA"), and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, each party acknowledges they do hereby agree to the following:

AGREEMENT

SECTION 1: That the Counties (include Cities, if applicable) of: **Christian, Dallas, Greene, Polk, Stone, Taney, and Webster** do hereby constitute a consortium for the purposes of Section 107 (c)(1)(B) of Public Law 113-128, WIOA.

SECTION 2: The Council Local Elected Officials (Presiding Commissioners) of the local government entities in Section 1 shall constitute the Ozark Workforce Development Region Consortium of Council of Local Elected Officials (hereinafter, the Consortium).

SECTION 3: The Consortium shall adopt operational and procedural bylaws consistent with this Agreement, applicable federal and state laws, and rules or regulations promulgated pursuant thereto. Bylaws or amendments thereto may be adopted by the affirmative vote of a simple majority of the members of the Consortium.

SECTION 4: All actions of the Consortium shall adhere to the Bylaws adopted pursuant to Section 3 above.

SECTION 5: In accordance with the Bylaws, the Chair of the CLEO shall be the Presiding Commissioner of Greene County. A Vice-Chair shall be elected by the CLEO with a term consistent with the Bylaws.

SECTION 6: In accordance with WIOA, the CLEO shall appoint the members of the Ozark Region Workforce Development Board in compliance with DWD Issuance 10-2018 "Local Workforce Development Board Membership Requirements and Certification/Recertification Procedures under the Workforce Innovation and Opportunity Act."

SECTION 7: In accordance with WIOA, the Local Board with the agreement of the Consortium shall select the One-Stop (Job Center) operator.

SECTION 8: The Consortium, in partnership with the Local Workforce Development Board, shall approve all local plans in accordance with Section 107 of Public Law 113-128, WIOA.

SECTION 9: The Consortium shall perform all functions of Council Local Elected Officials specified in Public Law 113-128, WIOA.

SECTION 10: The Council Local Elected Officials and the Workforce Development Board, in agreement with the Governor, has designated the City of Springfield Department of Finance as the Fiscal Agent and the Department of Workforce Development as the administrator and operator of Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Youth, and Career Services.

SECTION 11: In the event of misuse of grant funds that cannot be recovered, in whole or in part, from the sub-recipient or fiscal agent responsible for the misuse, the Council Elected Officials shall come together to determine how the funds shall be reimbursed utilizing the following:

- 11.1: **Determination of Disallowed Costs.** With respect to any cost associated with the Opportunity Act that has been determined by the State of Missouri Department of Higher Education and Workforce Development, Office of Workforce Development (OWD), City, State, or Federal auditors as not being allowed, the sub-recipient shall make a reasonable effort to re-coop/cover costs or exercise the right to object or appeal such determination. In the event the sub-recipient is unable to cover or re-coop the costs, the matter will be brought before the Consortium for resolution.
- 11.2: **Formula for Assessment.** In the event of a disallowed cost not covered by the sub-recipient, the Consortium shall agree to compensate the State based on each County's pro rata share of the benefits to the respective county as evidenced by the sub-recipient. In the event it is not possible to allocate the costs based on the benefit to the respective Counties, the cost shall be allocated based upon the percentage of each County's population of the total population of the Region. In the event the Consortium cannot agree upon a basis for the pro rata share of the benefits, then the disallowed costs shall be assessed between the parties who benefit based upon the population of the parties as set forth above.
- 11.3: **Arbitration.** In the event any Consortium member objects to the assessment of benefits as set forth above, they may request a third-party arbitrator determine the allocation of costs, which Determination shall be binding upon the entire Consortium to this agreement. The arbitrator shall be appointed by the Director of the City of Springfield Workforce Development Department, except in the event a party to the arbitration objects to such appointment, then the person objecting shall submit to the Director the names of three persons who are qualified to arbitrate the dispute. The Director shall pick one of the names submitted. The costs of arbitration shall be paid by the Consortium member requesting arbitration, except the arbitrator shall have the right to allocate the costs of the arbitration between the Consortium as the arbitrator so determines. The arbitration shall be conducted in accordance with applicable Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The applicable rules of the American Arbitration Association shall apply to any arbitration under this paragraph, however, notwithstanding the foregoing, the parties agree that the American Arbitration Association need not be utilized for the arbitration. The Consortium further agrees that they will faithfully observe this agreement and the rules and that they will abide by and will perform

any award rendered by the arbitrator(s) and that a judgment of the court having jurisdiction may be entered upon the award.

SECTION 12: This Agreement shall be effective when approved by each member of the Consortium through their signature. This Agreement shall expire on June 30, 2023, at which time a new Agreement shall be required.

SECTION 13: Any amendments to this Agreement may be adopted with the concurrence of each and every member of the Consortium. The Consortium may be dissolved and this Agreement may be rescinded only with the consent of the Governor.

SECTION 14: The original Agreement, with complete signatures, as well as any amendments thereto, shall be kept on file in the main office of the CLEO.

SECTION 15: Each of the undersigned Presiding Commissioners certify that prior to signing this agreement, each has received written authorization from his County Commission to sign this agreement on its behalf.

IN WITNESS WHEREOF, the party representing the government entity listed in Section 1, through his/her signatures below, have read and understand this Agreement and hereto have caused this Agreement to be executed:

<u>DocuSigned by: Ralph Phillips EBEECB05B052464</u>	<u>6/17/2020</u>
<u>(Name)</u>	<u>(Date)</u>
<u>Presiding Commissioner</u>	<u>Christian</u>
<u>(Position Title)</u>	<u>(County)</u>
<u>DocuSigned by: K. H. [Signature] 603097345864443</u>	<u>8/5/2020</u>
<u>(Name)</u>	<u>(Date)</u>
<u>Presiding Commissioner</u>	<u>Dallas</u>
<u>(Position Title)</u>	<u>(County)</u>
<u>DocuSigned by: Bob Dixon 4BA77C008F37478</u>	<u>6/22/2020</u>
<u>(Name)</u>	<u>(Date)</u>
<u>Presiding Commissioner</u>	<u>Greene</u>
<u>(Position Title)</u>	<u>(County)</u>
<u>DocuSigned by: Shannon Hancock EB0647D913A0473</u>	<u>8/28/2020</u>
<u>(Name)</u>	<u>(Date)</u>
<u>Presiding Commissioner</u>	<u>Polk</u>
<u>(Position Title)</u>	<u>(County)</u>
<u>DocuSigned by: Mark Maples B2C7630EA300473</u>	<u>8/4/2020</u>
<u>(Name)</u>	<u>(Date)</u>

Presiding Commissioner

(Position Title)

DocuSigned by:
Mike Scofield
CF15D46C70414111

(Name)

Stone

(County)

6/19/2020

(Date)

Presiding Commissioner

(Position Title)

Paul Spork

(Name)

Taney

(County)

9-08-2020

(Date)

Presiding Commissioner

(Position Title)

Webster

(County)