

# COUNCIL OF LOCAL ELECTED OFFICIALS CONSORTIUM AGREEMENT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of August, 2015, by and between the COUNTIES of: **Christian, Dallas, Greene, Polk, Stone, Taney, and Webster** in the State of Missouri (hereinafter, the Counties):

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## 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 Investment Region Consortium of Council 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 Local Board with the agreement of the Consortium shall select the One-Stop (Career Center) operator (currently, the City of Springfield, Department of Workforce Development) for the Region's workforce programs.

**SECTION 7:** 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.

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**SECTION 8:** The Consortium shall perform all functions of Council Local Elected Officials specified in Public Law 113-128, WIOA.

**SECTION 9:** 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 grant sub-recipient and the Department of Workforce Development as the administrator and operator of the local One-Stop/Career Center.

**SECTION 10:** 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:

- 10.1: 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 Workforce Development (MODWD), 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.
- 10.2: 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 their county as evidenced by the sub-recipient. In the event it is not possible to allocate the costs based on the benefit to the 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.
- 10.3: 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 under the applicable Rules of the American Arbitration Association. 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 mediator so determines. The arbitration shall be conducted in accordance with applicable Rules American Arbitration Association with judgment upon the award rendered by the arbitrator may be enter in any court having jurisdiction thereof. 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 11:** This Agreement shall be effective when approved by each member of the Consortium through their signature. This Agreement shall expire on June 30, 2016, at which time a new Agreement shall be required.

**SECTION 12:** 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 13:** The original Agreement, with complete signatures, as well as any amendments thereto, shall be kept on file in the main office of the CLEO.

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:

Ray Weter  
(Name)

8/31/2015  
(Date)

Presiding Commissioner  
(Position Title)

Christian  
(County)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

Presiding Commissioner  
(Position Title)

Dallas  
(County)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

Presiding Commissioner  
(Position Title)

Greene  
(County)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

Presiding Commissioner  
(Position Title)

Polk  
(County)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

Presiding Commissioner  
(Position Title)

Stone  
(County)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

Presiding Commissioner  
(Position Title)

Taney  
(County)

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Date)*

Presiding Commissioner  
*(Position Title)*

Webster  
*(County)*

Witness:

\_\_\_\_\_  
*(Name)*  
Board Clerk

\_\_\_\_\_  
*(Date)*