

Workforce Development Board *of Eastern Arkansas*

Eastern Arkansas Workforce Development Area Services and Governance Agreement

THIS AGREEMENT is entered into by and between the Workforce Development Board of Eastern Arkansas (WDBEA) and the Chief Elected Officials (CEOs) of Eastern Arkansas, representing the following counties and cities within those counties of Crittenden, Cross, Lee, Phillips and St Francis. This Agreement is to begin on the first day of December 2020, and to terminate in accordance with terms and conditions provided for herein. The WIOA Program Year is July 1 – June 30.

WHEREAS, Crittenden, Cross, Lee, Phillips and St Francis counties have been designated as the Eastern Arkansas Workforce Development Area (hereinafter Eastern) in Arkansas; and

WHEREAS, the CEOs have been designated as the recipient of WIOA funds for Eastern; and

WHEREAS, the WDBEA has been appointed by the CEOs to provide guidance and support to the WDB in the development and implementation of policies and programs designed to accomplish the goals of WIOA; and

WHEREAS, the WDBEA designated by the CEOs as the fiscal agent/administrative entity, to be responsible for disbursement of WIOA funds, as well as the administration and oversight of activities under WIOA and in accordance with direction of the WDB; and

WHEREAS, the WDBEA also serves as the provider of adult and dislocated worker career services and provider of youth services to meet the objectives of WIOA; and

WHEREAS, WIOA requires that a local governance agreement be entered into to delineate the roles and responsibilities of the CEOs, WDBEA, fiscal agent and administrative entity.

NOW THEREFORE, in order to establish clear roles and responsibilities for each entity involved herein it is hereby agreed as follows:

Article I – Agreement Purpose

It is the purpose of the Agreement to provide clarity for all parties the duties that the WDBEA administrative entity and fiscal agent, shall provide including support staff to the WDB and CEOs and oversight of the fiscal management of the funds granted to the Eastern Workforce Development Area, under the WIOA. These same entities have assigned the provision of program and career services for adults, dislocated workers, and youth as regulated under the WIOA to the WDBEA. The terms and conditions which follow reflect the joint understanding between the parties to this Agreement and shall be construed as the essential elements of the mutual considerations upon which this Agreement is based.

Article II – Parties to Agreement

1. The parties to this Agreement shall be the WDBEA and CEOs comprising the Eastern Arkansas Workforce Development Area.
2. This Agreement will be presented to the CEOs and WDBEA, which have respectively approved entering into this Agreement.

3. Further, the parties to this Agreement have the constitutional and/or statutory power pursuant to the Arkansas State Statutes to enter into this Agreement.

Article III – Term

1. This Agreement shall become effective no later than December 1, 2020, and shall be automatically renewed on July 1st of each subsequent year unless or until;
2. The Governor re-designates the Local Workforce Development Area; or
3. Until this Agreement has been terminated by any party to this Agreement upon providing of ninety (90) days written notice to the other parties prior to the end of the program year for receipt of federal workforce funds.

Article IV – Responsibilities

1. The WDBEA shall be responsible for providing:
 - a. The CEOs and WDBEA with staff and related support. The staff shall carry out the policies of the CEOs and the WDBEA, produce required reports for their review and approval and provide such other services as may be reasonable and necessary for the CEOs and WDB to perform their required duties.
 - b. Support necessary for the CEOs and WDBEA to evaluate and procure services and other resources, through contracts or other means, to perform their required duties.
 - c. Such fiscal and accounting services necessary to conduct the business of the CEOs and the WDB in accordance with the fiscal and reporting requirements of WIOA and the State of Arkansas. This shall include but not be limited to accountability for fund expenditures including an independent audit of the WDBEA, which shall include the WIOA funds and which shall be done in accordance with Arkansas State Statutes and federal requirements.
 - d. Will establish and maintain written fiscal policies relative to procurement, auditing, monitoring and overall fiscal administration.
 - e. Such fiscal and reporting services necessary to account for any program income, fee for services or surplus funds generated by the One Stop Operator (OSO) or by the WDBEA in support of the programs.
 - f. Such services necessary for the disbursement of funds for the support of the fiscal and administrative entities, the one stop systems, and any service providers or contractors as authorized by the CEOs and WDB.
 - g. Financial reports to WDBEA, CEOs and One Stop provider as appropriate.
 - h. Reports to the State in accordance with Arkansas State policies and procedures.
 - i. Such management information system support including required reports as determined necessary by the CEOs and the WDBEA.
 - j. The preparation necessary to produce agendas and backup support for meetings of the WDBEA and CEOs and their committees.
 - k. Monitoring necessary to assure the fiscal integrity of the funds.
 - l. Grant application support.
 - m. WIOA plan development and modification support as needed.
 - n. Such support as is necessary for the development of Memoranda of Understanding between the local one stop partners.
 - o. The transference as appropriate of funds necessary for the OSO to pay its staff, overhead, operating costs and appropriate portion of infrastructure costs.

All fiscal support shall be in accordance with generally accepted accounting principles and in accordance with WIOA guidance.

2. The Eastern Arkansas CEOs and WDBEA shall be responsible for ensuring the provision of:
 - a. Such authority to the WDBEA necessary for the transfer of funds associated with fiscal agent/administrative entity duties and responsibilities under this Agreement in a timely and accurate manner.
 - b. The proper backup documentation and support necessary for the WDBEA to perform its duties and responsibilities under this Agreement in a timely and accurate manner.
 - c. Reports regarding client services and expenditures as appropriate so that the WDBEA can generate required reports to the State.
 - d. Approval of the budget of the local workforce development area.
 - e. Approval of the local and regional workforce development plan.
 - f. The CEO selection of the local one-stop operator.
 - g. The provision of oversight with respect to local youth activities, employment and training activities, and the one-stop delivery systems.
 - h. Negotiate and reach agreement with the State on local levels of performance based on the State adjusted levels of performance.

Article V – Compensation and Method of Payment

The WDBEA shall be compensated from WIOA funds for services performed during each 12-month term of this Agreement (July 1 – June 30).

The compensation will be paid as follows:

The WDBEA financial staff will prepare monthly reports that will be entered into the AWIS security portal (financial system), reflecting the personnel and other costs incurred for the month for services performed under this Agreement. The WDBEA will be entitled to payment from WIOA and other workforce related funds for which the services were rendered.

Monthly financial reports will be maintained and available to the WDB and CEOs and will include information relating to these billings and compensation payments.

Article VI – Multi-Function Agreement Clause

WIOA requires that a written agreement be entered into where one entity performs multiple functions, as will be performed by the WDBEA. This agreement is to establish clear roles and responsibilities for each of the entities. The entities hereby agree to the following.

Definition of roles and duties per function.


- a. Fiscal agent – the WDBEA serves as the fiscal agent for WIOA funds.
 - b. Provider of services – the WDBEA will serve and may continue to serve as provider of adult, dislocated worker and youth services under WIOA. In addition, the WDBEA will serve as the One-Stop Operator per approval by the CEOs and Governor.
2. **Description of the separation of duties under each role.**
 - a. In performing as the fiscal agent, the WDBEA will appoint personnel assigned with the following fiscal duties. Individuals in this role shall not be permitted to engage in policy or service delivery activities.
 - i. Responsibility for receipt of WIOA funds, payment for services and other authorized WIOA expenditures.
 - ii. Ensuring fiscal integrity and accountability of such funds in accordance with the Office of Management and Budget (OMB) circulars, WIOA and corresponding federal regulations and state policies.


- iii. Responding to financial audit findings.
 - iv. Maintaining proper accounting records with adequate documentation.
 - v. Preparation of financial reports.
 - vi. Providing technical assistance to sub-recipients, if applicable, regarding fiscal issues.
- b. In performing as the provider of career services as specified in the WIOA to adults and dislocated workers, and as the provider of youth services the WDBEA will implement WDB policies and report to the WDB on program service delivery, performance accountability and continuous improvements.
3. Description of budget authority.
 - a. The WDBEA serves as the fiscal agent, One-Stop Operator and provider of Title I-B WIOA services and operates under one budget.
 - b. Personnel shall be individually and collectively responsible for reporting compliance with WIOA and regulations, OMB circulars and state policies regarding conflict of interest and how conflicts of interest will be minimized.
 - c. The WDBEA staff can be assisted in preparing the fiscal portions of their reports by designated WDBEA fiscal appointees.
 - d. Any changes to the budget shall be presented to the WDB executive director/administrator for review and authorization.
 4. Description of staff duties and compliance with WIOA and regulations, OMB circulars and state policies on conflict of interest, including how conflict of interest will be minimized.
 - a. The WDBEA shall, through the executive director/administrator, monitor and oversee the activities of WDBEA in all respects to ensure proper usage of WIOA funds; monitor proper and effective action by the WDBEA staff delegated to handle the fiscal responsibilities of the WDBEA as the designated fiscal agent.
 - b. The executive director/administrator, for the WDB, shall monitor and oversee the performance of all other WDBEA functions with respect to the Eastern Arkansas workforce centers operations and actual service provision utilizing WIOA funds by the WDBEA staff or through subcontracts.
 - c. The WDBEA will, through the executive director/administrator, procure contracts or obtain written agreements, conduct financial monitoring of service providers (if applicable), and ensure an independent audit is conducted of all employment and training programs as needed.
 5. Description of fiscal monitoring.
 - a. Fiscal monitoring will be conducted or independently conducted or independently contracted by the executive director/administrator and/or the finance director in coordination with the WDB.
 - b. The executive director/administrator and/or the finance director will present results to the CEOs and the WDB.


Article VI – General Provisions

1. The WDBEA shall purchase such insurance as is necessary to indemnify itself, the CEOs and WDBEA from any liability which may attach due to its acting as the fiscal agent/administrative entity.
2. The CEOs and WDB shall be responsible for deciding on a course of action or defense in the event of a misexpenditure or other loss related to funds received for purposes of implementing this Agreement.
3. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreement or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in

- this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreement whether oral or written.
4. It is agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
 5. Whenever any party desires to give notice to another party, notice must be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for who it is intended, at the place last specified and the place for giving such notice in compliance with the provision of this paragraph. The parties designated P.O. Box 1388, West Memphis, AR 72301, as the place for providing notice under this Agreement.
 6. The WDBEA shall, in accordance with Arkansas and the local law, reimburse the CEOs and WDBEA members for travel and out-of-pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Such reimbursement shall be in accordance with federal, state and local WDB policies.
 7. To the extent a dispute shall arise among the parties in connection with the Agreement, the parties shall first attempt an informal resolution, followed by mediation.
 8. This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Arkansas.
 9. In the event that any provision of the Agreement or the application of any such provision to any party or circumstance be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
 10. Any waiver at the time by any party hereto if its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.
 11. This Agreement shall be enforced in accordance with the laws of the State of Arkansas venue for any dispute involving court action shall be filed in Crittenden County, AR.

CEO Chair Signature: 	Date: December 11, 2020
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WDBEA Chair Signature: 	Date: December 11, 2020
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WDBEA Executive Director: 	Date: December 11, 2020
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