

# 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 1<sup>st</sup> 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 staff 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 shall be responsible for the following:
  - a. Serve as the Grant Recipient, who bears the responsibility for WIOA funds with the Department of Workforce Services.
  - b. Designate the Workforce Development Board of Eastern Arkansas as the grant sub-recipient/fiscal agent to assist the Grant Recipient with the administration of the grant funds and agrees the fiscal agent has reliable internal and financial controls in place.
  - c. Establish WDB membership consistent with Federal and State policy.
  - d. Assure that the composition and authority criteria for WDBEA membership are met.
  - e. Work in partnership with the local WDBEA to develop and submit to the Governor a local, Four-Year Plan.
  - f. Work in partnership with the local WDBEA in the coordination of the Memorandum of Understanding with one-stop partners.
  - g. Approval of the designation of the One-Stop Operator, and for cause shown, terminate the eligibility of same.
  - h. By agreement with the local WDBEA, develop the staffing capacity to carry out its duties under the Act.
  - i. By agreement with the local WDB, approval of the Local Workforce Development budget.
  - j. Negotiate and reach agreement with the local WDB and Governor on local performance measures.
  - k. Cooperate with the WDB in the establishment and appointment, by the local WDB, of the mandated sub-group committees of the local WDB.
  - l. In the case of disallowed costs, questioned costs, and/or misspent funds, the liability rests with the Eastern Arkansas Chief Elected Officials and will share fiscal liability based on per capita populations basis. Any and all remedies allowable shall be utilized to satisfy questioned, disallowed, misspent, or mismanaged funds i.e., insurance carrier or bonding entity as appropriate.
  
3. 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 Title IB service provider and one-stop operator.
  - g. The CEO selection of a third-party monitoring entity to monitor the Title IB service provider and one-stop operator.
  - h. The selection of an outside auditing firm to audit the WIOA and discretionary grants.
  - i. The provision of oversight with respect to local youth activities, employment and training activities, and the one-stop delivery systems.
  - j. 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 of Arkansas.
1. 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.
  2. 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.
  3. 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.
4. 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 CEOs and the WDB.
  - b. The executive director/administrator and/or the finance director will present results to the CEOs and the WDB.

### **Article VII – One-Stop Operator Responsibilities**

It is the purpose of this section to specify the roles and responsibilities of the One-Stop Operator as they relate to implementing, managing and operating the One-Stop system in the Eastern Arkansas Workforce Development Area under the Workforce Innovation and Opportunity Act. The One-Stop Operator (WDBEA) was selected through a competitive process that was managed and agreed to by the Local Chief Elected Officials and approved by the Governor of Arkansas. The Chief Elected Officials selected the One-Stop Operator (WDBEA) to ensure there would not be any conflict of interest through a competitive procurement process.

#### 1. One-Stop Center Commitments.

The One-Stop Operator will ensure that each comprehensive One-Stop Center and Affiliate sites operate in a manner that supports the operational policies and procedures of the Workforce Development Board of Eastern Arkansas, the State of Arkansas, and the Workforce Innovation and Opportunity Act of 2014 One-Stop required partnerships.

The One-Stop Operator will ensure the WIOA partner organizations are operating at, or in association with the One-Stop Center, comprehensive or affiliate, sign a Memorandum of Understanding outlining their commitments.

The Memorandum of Understanding/Infrastructure Funding Agreement (IFA) at a minimum, includes:

- A description of services to be provided through the One-Stop delivery system, including the manner in which the services will be coordinated and delivered through the system;
- Agreement on funding the costs of the service and operating costs
- Methods for referring individuals between the One-Stop Operator and partners for appropriate services and activities;
- Methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system;
- The duration of the Memorandum of Understanding and procedures for amending it; and,
- Assurances that each Memorandum of Understanding will be reviewed annually, and if substantial changes have occurred, renewed, to ensure appropriate funding and delivery of services.

IFA process:

- Arkansas Division of Workforce Services (ADWS) reconciles the costs for each partner in the One-Stop Centers.
- One-Stop Operator verifies the costs with each partner and reports back to ADWS fiscal unit for accuracy.
- ADWS invoices each partner for costs i.e., common costs, direct space, etc.
- If there is a discrepancy in the invoice, partners provide proof of payment and date paid and submit back to ADWS for a revised invoice.
- Once revised, partners submit outstanding payments to ADWS Fiscal Unit.

The Memorandum of Understanding, infrastructure, and resource sharing agreement for each required partner organization, further defines the operational commitments.

## 2. One-Stop Operator Role, Function and Responsibilities

The One-Stop Operator must coordinate the service delivery of core and required one-stop partners and other partners working with the comprehensive One-Stop Centers. This includes managing partner responsibilities in the comprehensive One-Stop Centers as defined in the Memorandum of Understanding. WIOA established the American Job Centers (AJCs) system to provide job seekers and employers streamlined access to an array of education, training, and employment services. One-Stop Operators assume the unique responsibility within the AJC system for coordinating the services delivery of required one-stop partners and service providers.

The Workforce Innovation and Opportunity Act Memorandum of Understanding serves the key purpose of defining partner roles and focuses, in part, on the shaping of the workforce system. This includes the sharing of resources, referral agreements, etc. In the end, the overall goal is to ensure efficiency within the Eastern Arkansas workforce system.

The Workforce Innovation and Opportunity Act has two tiers of partners: Core Program Partners and Required Partners.

The Core Program Partners who are required to collaborate and participate in the One-Stop System include: Workforce Innovation and Opportunity Act Adult, Dislocated Workers, Youth; Wagner-Peyser labor exchange; Adult Education and Literacy; and, Vocational Rehabilitation. Core Program Partners are in the common performance measures pool and must work closely together to achieve success.

Required Program Partners must participate in the Memorandum of Understanding process and provide coordinated services with the comprehensive One-Stop Centers. Required Program Partners include the four Core Program Partners as well as: Career and Technical Education, Title V Older Americans, Job Corps, Native American Programs, Migrant Seasonal Farmworkers, Veterans, YouthBuild, Trade Act, Community Services Block Grant, HUD, Unemployment Compensation, Second Chance, and TANF. In the event any of the required partners do not have funding in the Eastern Arkansas local area, their participation is waived.

The One-Stop Operator will work with the partners to ensure businesses have the skilled workforce they need to compete in regional and local economies. The workforce system in Eastern Arkansas strives to provide a talent pipeline through the establishment of partnerships between State, regional and local entities, businesses, economic development, education, and community stakeholders.

The One-Stop Operator staff person will convene local business services meetings and work with State, regional and local partners and businesses to bridge the gap.

## Business Services

The focal point of the workforce system is business and industry. The One-Stop Operator will lead and work with a local business services team comprised of partner agencies to provide business development and job development activities. These activities may include:

- *Access to Facilities* - use of Workforce Center facilities by a business for a variety of purposes such as meetings, trainings, orientations, interviews, etc.
- *Business Education* - seminars, round tables, workshops, focus groups, etc.
- *Business Information* - information given to a business pertaining to a variety of incentive programs or other information requested that provides a benefit to that business.
- *Hiring Events* - a customized event for a single employer that assists with recruiting, interviewing, and hiring of one or more positions.
- *Job Fairs* - event for multiple employers that assists with the recruiting, interviewing, and hiring of one or more positions.
- *Job Postings* - staff-entered or web-entered job orders
- *Labor Market Information* - information on state and local labor market conditions

The One-Stop Operator staff person will be the point of contact regarding issues pertaining to customer complaints that are substantive to the required partners operating in the comprehensive and affiliate One-Stop Centers. This will include convening partner meetings on a regular basis as well as stakeholder meetings including all core program partners and advising the WDBEA (Administrative Entity), CEOs and Board Staff on partner operational challenges and successes.

In support of the WIOA Memorandum of Understanding, the One-Stop Operator responsibilities will also include:

- Coordinating service delivery among partners
- Managing hours of operation at the comprehensive Centers
- Facilitating customer flow, customer service, initial assessment, resource room usage, tracking, and referral processes are carried out as agreed upon in the Workforce Innovation and Opportunity Act Memorandum of Understanding
- Communicating Board and Administrative policies and procedures to all partners
- Reporting to the WDBEA and CEOs on Center activities

The One-Stop Operator staff person will submit a written and verbal report on work accomplished and challenges encountered on a quarterly basis to the WDBEA and to the CEOs. In addition, the One-Stop Operator will gather data for the Board and Chief Elected Officials from the partners on a quarterly basis including: common measure information; tracking incoming clients; resource room usage; and program specific referrals as outlined in the Workforce Innovation and Opportunity Act Memorandum of Understanding.

The One-Stop Operator cannot assist in the development, preparation and submission of local plans. They cannot manage or assist in the competitive process for selecting operators or select or terminate One-Stop Operator, Career Services and Youth Providers. In addition, cannot negotiate local performance accountability measures; or develop and submit budget for activities of the Local WDB in the local area.

### **Article VIII – Title IB Service Provider Responsibilities**

It is the purpose of this section to specify the roles and responsibilities of the Eastern Arkansas WIOA Title IB Service Provider (WDBEA) as related to implementing, managing and operating the services for WIOA Title IB Adult, Dislocated Workers and Youth under the Workforce Innovation and Opportunity Act. The WIOA Title IB Service Provider (WDBEA) was selected through a competitive process that was managed and agreed to by the Local Chief Elected Officials and the Governor of Arkansas. The Chief

Elected Officials selected the WIOA Title IB Service Provider (WDBEA) to ensure there would not be any conflict of interest through a competitive procurement process.

The Workforce Development Board of Eastern Arkansas (WDBEA) will be a core program partner in regard to basic career services and will be the service provider for WIOA Title I Adults and Dislocated Workers including individualized career services and training services.

The WDBEA program staff may provide the following Adult and Dislocated Worker activities:

- Eligibility determination
- Outreach and intake
- Initial assessment of skills
- Supportive service needs
- Job search and placement assistance
- Job Development
- Job referrals
- Career counseling
- Provision of information on in-demand occupations and non-traditional employment
- Recruitment and other business services for employers
- Referrals to other One-Stop partner programs and other available programs in the communities
- Provision of labor market information
- Supportive services and Information on supportive services available through other programs
- Information and assistance with establishing eligibility for financial aid and assistance for educational programs other than WIOA
- Comprehensive skills assessments
- In-depth interviewing and evaluation of barriers to employment
- Development of an Individual Employment Plan
- Group counseling
- Career planning
- Short-term prevocational services
- Soft skills training
- Work experience
- Financial literacy
- Out-of-area job search,
- Training services,
- Occupational skills training
- On-the-job training
- Incumbent worker training
- Private sector training programs
- Skill upgrading and retraining
- Job readiness training
- Entrepreneurial Training
- English Language Acquisition
- Adult education and literacy activities
- Follow-up services
- Needs related payments
- Post Exit Post-Secondary Training leading to a credential.
- Pre-Apprenticeship
- Workforce Information Services
- Workforce preparation activities

*Youth*



The Workforce Development Board of Eastern Arkansas must expend at least 75% of youth funds for out-of-school youth and up to 25% for in-school youth based on youth development principles and best practices that support, motivate, and prepare youth for continuing educational achievements, successful transition into adulthood, and long-term success in employment.

The services design and implementation strategies must be appropriate, provide a comprehensive array of youth services that focus on assisting out-of-school youth and in-school youth with one or more barriers to employment, prepare for post-secondary education and employment opportunities, attain educational and/or skills training credentials, and secure employment with career/promotional opportunities to address individual needs and goals, and lead to attainment of the performance measures for in-school and out-of-school youth.

Under the WIOA, Youth funds contracted to the service provider (WDBEA) for eligible youth shall be used to carry out programs that:

- Provide an objective assessment of the academic levels, skill levels, and service needs of each participant
- Provide service strategies for each participant
- Provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential.
- Provide preparation for post-secondary educational and training opportunities.
- Provide strong linkages between academic instruction and occupational education that lead to the attainment of recognized post-secondary credentials.
- Provide preparation for unsubsidized employment opportunities, in appropriate cases.
- Provide effective connections to employer in in-demand industry sectors and occupations of the regional labor market.

The WDBEA program staff will provide/facilitate the 14 youth elements listed below either through direct service or referral to business and/or partners with a current Memorandum of Understanding in place.

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include:
  - a. Summer employment opportunities and other employment opportunities available through the school year;
  - b. Pre-apprenticeship programs;
  - c. Internships and job shadowing; or
  - d. On-the-job training opportunities.
4. Occupational skill training, which shall include priority considerations for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area.
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
7. Supportive services.


8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
9. Follow up services for not less than 12 months after the completion of participation, as appropriate.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
11. Financial literacy education.
12. Entrepreneurial skills training.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
14. Activities that help you prepare for and transition to post-secondary education and training.


The WDBEA Title IB staff will submit a written and verbal report on work accomplished and challenges encountered on a quarterly basis to the WDBEA and to the CEOs. In addition to the WIOA IB grants, WDBEA program staff may work on supplemental grants such as SNAP Employment and Training or other discretionary grants.


#### **Article IX – General Provisions**

1. The WDBEA shall purchase such insurance as is necessary to indemnify itself, the CEOs WDBEA and WDBEA staff from any liability which may attach due to its acting as the fiscal agent/administrative entity.
2. In the case of disallowed costs, questioned costs, and/or misspent funds, the liability resets with the Eastern Arkansas Chief Elected Officials and will share fiscal liability based on per capita populations basis. Any and all remedies allowable shall be utilized to satisfy questioned, disallowed, misspent, or mismanaged funds i.e., insurance carrier or bonding entity as appropriate. (
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: January 19, 2023
---	---------------------------

WDBEA Chair Signature: 	Date: January 19, 2023
---	---------------------------

WDBEA Executive Director: 	Date: January 19, 2023
--	---------------------------