

**CONSORTIUM AGREEMENT
FOR THE LOCAL ELECTED OFFICIALS
OF THE FOX VALLEY
WORKFORCE DEVELOPMENT AREA**

This Agreement is made and entered into this ____ day of _____ **2012**, by and between the Counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago in the State of Wisconsin (hereinafter "the Counties).

WITNESSETH:

WHEREAS, Sec. 66.0301(2) of the Wisconsin Statutes provides that "...any municipality may contract with other municipalities, for . . . the joint exercise of any power or duty required or authorized by law."

WHEREAS, Sec. 66.0301(2) of the Wisconsin Statutes titled "Intergovernmental Cooperation" authorizes counties to make the most efficient use of their power by cooperating with each other on the basis of mutual advantage and thereby provide job training and related services in the manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the Counties have a mutual interest in forming a single purpose Workforce Development Area (WDA), as defined in Public Law 105-220, of the Federal Workforce Investment Act of 1998 (hereafter referred to as WIA) to increase occupational skills, employment, job retention and earnings, and as a result, improve the quality, reduce welfare dependency and enhance the productivity and competitiveness of the workforce within the boundaries of the units of counties that are parties to this Agreement;

WHEREAS, the chief elected officials of the Counties participating in this Agreement have been previously authorized by their respective County Boards of Supervisors to create the Fox Valley Workforce Development Area under Sec. 66.0301(2), Wisconsin Statutes, and to participate as active partners, pursuant to Sec. 117(c)(1)(B), in the provisions of said P.L 105-220;

WHEREAS, the County Board of Supervisors of each of the aforementioned counties has adopted a resolution authorizing the County Board Chairperson or County Executive to sign this "Agreement of the Fox Valley Wisconsin Counties Consortium under the Workforce Investment Act (P.L. 105-220)" (hereinafter, the "Agreement");

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the Counties do hereby agree to the following Agreement:

AGREEMENT

That the Counties of Calumet, Fond du Lac, Green Lake, Waupaca, Waushara and Winnebago, under Sec. 66.0301(2) Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of Section 117 (c)(1)(B) of Public Law 105-220, the Workforce Investment Act.

The local elected officials (the chairpersons of the County Board of Supervisors or County Executives) or the designees of said officials of the Counties in the above paragraph shall constitute the Workforce Development Area Consortium of Commissioners (hereinafter, the "Consortium") which shall appoint the Workforce Development Board under Section 117(c)(1)(A) of the Act.

I. PURPOSE: The Purpose of this Agreement shall be to:

- A. Enable the Counties to organize a Workforce Development Area (WDA) as described in Sec. 116 of Public Law 105-220, the Workforce Investment Act of 1998, which:
 - 1. is comprised of two or more units of local government
 - 2. will promote and coordinate effective delivery of job training services within the aforesaid Counties; and
 - 3. is consistent with labor market areas or areas in which related services are provided under other State and Federal Programs.
- B. Enable chief elected officials from the Counties entering into this Agreement to appoint members to a local Workforce Development Board (WDB) under Section 117(c)(1)(B)(i)(I) of the Workforce Investment Act; and
 - 1. determine procedures for the development of a Local Plan, pursuant to Section 117(d) of the WIA, and interface with the WDA by such methods or institutions as may be provided in such agreement;
 - 2. select a grant recipient, if other than the chief Local Elected Official as stated in Sec. 117(d)(3)(B)(i) of the WIA, and/or an entity to administer the Local Plan; and
 - 3. other functions and tasks as appropriate.

II. ADMINISTRATION & GOVERNANCE

The Counties participating in this Agreement select the County Executives, or their designees, Winnebago and Fond du Lac Counties and the County Board Chairpersons, or their designees, of Waupaca, Calumet, Waushara and Green Lake Counties to be their authorized representatives, also referred to as Local Elected Officials (LEOs), to serve as a LEO Consortium to approve the Local Plan (or modifications); jointly submit such a plan (or modifications) along with the local WDB to the Governor for approval; and carry out other responsibilities for the Counties in accordance with their agreement with the local WDB.

A. Meetings. The LEO Consortium shall establish the time, place and date of its meetings.

- 1. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given, if delivered electronically, faxed, or mailed to the Counties at the following addresses, subject to the Wisconsin Open Meeting Law:

County Executive
Fond du Lac County Courthouse
City/County Government Center
160 S. Macy Street
Fond du Lac, WI 54935

Board Chairperson
Green Lake County Courthouse
571 County Road A
PO Box 3188
Green Lake, WI 54941-3188

County Executive
Winnebago County Courthouse
P.O. Box 2808
Oshkosh, WI 54903-2808

Board Chairperson
Waupaca County Courthouse
811 Harding Street
Waupaca, WI 54981-0354

Board Chairperson
Waushara County Courthouse
Box 898
Wautoma, WI 54982

Board Chairperson
Calumet County Courthouse
206 Court Street
Chilton, WI 53014-1198

B. Officers: Chairperson, Vice-Chairperson, Secretary

Each County Executive or Chairperson, or their designees, will serve as officers of the Consortium. Rotation of officers will be based upon alphabetical order of the names of the Counties for two year terms. The first Chairperson shall be from Calumet County, the Vice-chairperson from Fond du Lac County and the Secretary from Green Lake County. The order of succession from thereon shall be that the Vice-Chairperson shall be elevated to Chairperson, the Secretary shall be elevated to the Vice-Chairperson, and the Secretary shall be appointed from the county which is next in the alphabetical order. After serving as Vice-Chairperson, if a County is unable or unwilling to serve as the Chairperson of the LEOs, that County may request that the Consortium appoint the current Secretary as Chairperson. The Vice-Chairperson and/or Secretary shall then be appointed from the Counties which are next in the alphabetical order. The Chairperson shall appoint a staff person of one of the consortium member counties or the administrative entity to serve as board clerk. Vacancies shall be filled by election for the remainder of the unexpired term.

Officers of the LEO Consortium and their responsibilities are as follows:

1. The Chairperson of the Consortium will preside over all meetings and shall be the Chief Local Elected Official (CLEO) for purposes of the Workforce Investment Act. This person shall have signatory authority and authority to speak for the consortium in all matters regarding the WIA. The term of this designation shall be identified.
2. The Vice-Chairperson will preside over meetings in the absence of the Chairperson.
3. The Secretary will give proper notice of all meetings of the Consortium, keep minutes of the Consortium meetings and circulate those minutes as directed by the Consortium. In the absence of the Chairperson and Vice-Chairperson, the Secretary shall perform the duties of the Chairperson.
4. The Chairperson shall appoint a staff person of one of the consortium member counties of the administrative entity to serve as clerk. In the absence of FVWDB staff, the clerk performs the duties of the secretary.
5. Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium.

III. TERM

This Agreement shall be reviewed annually and renewed unless the Counties choose to terminate pursuant to Section VII herein, or termination of Public Law 105- 220, the Workforce Investment Act of 1998.

IV. POWERS

The Counties participating in this Agreement shall have the power to:

- A. Appoint members to the Workforce Development Board (WDB) as prescribed under Section 117(c)(I)(B)(i)(I) of the Workforce Investment Act and as set forth in Attachment A to this Agreement, which is incorporated herein by reference.
- B. Select an individual or individuals as their Authorized Representative (LEO) to approve the Local Plan (or modifications) and jointly submit such plans (or modifications) to the Governor for approval as set forth in Section II of this Agreement.)
- C. Perform other powers assigned to chief elected officials authorized Sec. 66.0301(2) of the Wisconsin Statutes, or Public Law 105-220, the Workforce Investment Act of 1998, as each now exists or is hereafter amended.
- D. The Consortium shall execute an agreement with the Workforce Development Board for the operation and functions of the Board under Section 117 of the WIA, and shall approve all Local Plans under Section 118 of the WIA.

V. FISCAL MANAGEMENT

The Counties consenting to this Agreement, along with the local WDB, will select the WIA Grant Recipient and Administrative Entity. The WIA Grant Recipient is responsible for the job training and related services. The Administrative Entity shall keep itemized and detailed records covering all expenditures under the budget incorporated in the jointly approved and submitted Local Plan from the Authorized Representative and the WDB. The local WDA Administrative Entity shall conform to all the fiscal requirements of all applicable laws.

VI. CONTRACTS AND CONTRACTUAL SERVICES

The WDA Grant Recipient and Administrative Entity may exclusively enter into contracts, concerning job training and related services authorized under WIA, with the State or Federal governments, and may subcontract with any municipal, profit or non-profit corporation, or individual to provide job training and related programs and services for residents identified in the Local Plan.

VII. TERMINATION

- A. Any County entering into this Agreement may withdraw from the Workforce Development Area pursuant to the relevant provisions in State and Federal laws.
- B. The Counties forming the Fox Valley Workforce Development Area may terminate this Agreement in the event expected or actual funding from the State, Federal governments, or other source is withdrawn or substantially reduced in such a fashion as to make the continued operation of the WDA unfeasible. In such case, termination of this Agreement shall be effective upon written notice of termination with receipt acknowledged by all Counties and the Governor.
- C. The Governor will re-designate a local Workforce Development Area under Section 116 of WIA and thereby terminate this Agreement if the WDB and local elected officials fail to reach agreement on the development of the Local Plan, the choice of the Administrative Entity or Grant Recipient.
- D. The Consortium may be dissolved and this agreement may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.

- E. Any county that withdraws from the Consortium shall remain liable for its proportionate share of liabilities related to the period prior to its withdrawal, as determined by the LEO Consortium.

VIII. ACQUISITION AND DISPOSAL OF PROPERTY

The Administrative Entity shall acquire, hold, and dispose of real and personal property in the same manner as counties within the State of Wisconsin, as provided for in Sections 59.06, 66.28 and 75.35 of the Wisconsin Statutes, as well as consistent with WIA regulations and guidelines.

IX. APPLICABLE LAW

The Counties agree that this Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.

X. AMENDMENT

The Consortium may adopt operational and procedural By-Laws consistent with this Agreement, applicable federal and state laws, and rules or regulations pursuant thereto, By-Laws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

XI. IMPACT OF LEGISLATIVE CHANGES

Any terms and conditions which may be rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this Agreement not impacted by the change in legislation. It is further understood by the Counties that certain terminology in this Agreement may change as Federal and State laws governing this Agreement dictate.

XII. LIABILITY

To the extent permitted by law, liability which arises pursuant to this Agreement shall be apportioned as follows:

- A. Workforce programs in the Fox Valley Workforce Development Area shall be administered prudently to minimize liability;
- B. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;
- C. The FVWDB shall maintain adequate errors and omission insurance as described in the Joint Agreement, to cover LEOs and the FVWDB members;
- D. To the extent permitted by law, FVWDB corporate funds and assets shall be used first to pay any remaining liability the Consortium is responsible for creating.
- E. The Consortium is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Investment Act.
- F. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 20c.f.r.667.705(c)) Liability will be determined by the LEO Consortium based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds.

- G. Finally, after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Consortium shall be apportioned between the six counties in proportion to their respective percentage of the workforce allocation in the year the disallowed cost or other liability occurred. For example, if \$10,000 in liability remained and a given county received an allocation of 10% of the workforce funding in the year the \$10,000 was expended, that county would be liable for \$1000.

This Agreement shall be effective when executed by the authorized official of each county of the Consortium thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements.

INWITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the Chairperson of the County Board of Supervisors or the County Executive of the aforementioned Counties.

CALUMET COUNTY

FOND DU LAC COUNTY

William Barribeau
Board Chairperson

Allen Buechel
County Executive

GREEN LAKE COUNTY

WAUPACA COUNTY

John Meyers
Board Chairperson

Richard Koeppen
Board Chairperson

WAUSHARA COUNTY

WINNEBAGO COUNTY

Donna Kalata
Board Chairperson

Mark Harris
County Executive

ATTACHMENT A
(Described in Section IV. A. of the Consortium Agreement)

**SELECTION OF THE
WORKFORCE DEVELOPMENT BOARD**

Appointment of the Workforce Development Board (WDB) shall be carried out as described in Section 117 of the Workforce Investment Act of 1998.

A. Members of the WDB shall consist of representatives of:

1. Private Sector Businesses with Employment Opportunities (51% of membership). Of the 17 minimum members in this category, at least 2 members shall be affiliated with manufacturing companies, 1 member shall be affiliated with the Trade, Transportation or Utilities industry, and 1 member shall be affiliated with the Education or Health industry.
 - (a) Nominations must be made by local business organizations and business trade organizations.
 - (b) Nominees must be business owners, chief executives, or operating officers or employers with optimum policy-making or hiring authority.
2. Two or more representatives from each of the following categories:
 - (a) Educational agencies (Nominations must be sought from regional or local educational agencies with an effort to seek candidates who have an interest and background in youth issues for possible appointment to the Youth Council.)
 - (b) Labor organizations (Nominees must be sought from local labor federations.)
 - (c) Community-based organizations
 - (d) Economic development agencies
3. One representative each from the following mandatory One-Stop Service Delivery Partners:
 - (a) WIA activities for Adults; Youth & Dislocated Workers; Welfare-to-Work
 - (b) TANF (W-2); Food Stamp Employment & Training
 - (c) Adult Education and Family Literacy; Post-secondary Vocational Education
 - (d) Community Service Employment for Older Americans; Community Services Block Grants
 - (e) Housing & Urban Development Employment and Training

The State Dept. of Workforce Development provides names of representatives for the following programs:

- (f) Job Service; Veterans E & T Services & Outreach Programs
 - (g) Vocational Rehabilitation
 - (h) Unemployment Insurance
4. One representative from each of the following national programs, if present in the area:
 - (a) Native American Programs
 - (b) Migrant and Seasonal Farm worker Programs
 - (c) Job Corps
 - (d) Youth Opportunity Grants
 - (e) Veterans Workforce Investment Program

- B. Thirty (30) of the thirty-three (33) members will be selected by the Counties based on the requirements of the law and other locally defined considerations (DWD appoints remaining three).

Public/Mandated Members		
Category	Nomination Required from	Number of Representatives
Educational Agencies	Regional or local educational agencies	2
Labor Organizations	Local labor federations	2
Community Based Org	LEOs	2
Economic Development	LEOs	2
WIA Activities	Appointed by CLEO	1
TANF; Food Stamp Empl. & Training	LEOs or Tribal TANF Agencies	1
Adult Basic Ed. & Fam. Literacy; Post-secondary Voc. Ed.	LEOs	1
Com. Serv. Block Grants	LEOs	1
Job Serv.; Vet. E&T Serv. & Outreach	N/A; DWD Appoints	1
Vocational Rehabilitation	N/A; DWD Appoints	1
Unemployment Insurance	N/A; DWD Appoints	1
Migrant and Seasonal Farm Workers	LEOs	1
TOTAL		16

- C. WDB members will be chosen by majority vote of those Local Elected Officials present.
- D. The WDB will select its chairperson from the Private Sector Business Members.
- E. WDB members shall be appointed for fixed and staggered terms.
- F. Vacancies will be filled according to the original selection process.
- G. The WDB must be comprised of at least 20% female members.
- H. One minority representative must be appointed to the WDB if there is at least 3% minority population in the WDA.