

## Workforce Development Board of Western Missouri, Inc. Chief Elected Officials

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## **BY-LAWS CHIEF ELECTED OFFICIALS CONSORTIUM**

**WHEREAS**, the Counties of Bates, Benton, Carroll, Cedar, Chariton, Henry, Hickory, Johnson, Lafayette, Pettis, Saline, St. Clair, and Vernon in the State of Missouri (here in after, the Counties): have duly represented themselves to be the Western Missouri Workforce Investment Region Consortium (hereinafter, the Consortium); and

**NOW, THEREFORE**, the Consortium does hereby adopt the following bylaws:

### **ARTICLE I. Consortium Establishment**

**SECTION 1. *Purpose***: This Consortium does hereby constitute themselves to be a consortium for the purposes of working in partnership with the local board to carry out the responsibilities as outlined in the Workforce Innovation and Opportunity Act.

**SECTION 2. *Membership***: The Chief Elected Officials (hereafter, the CEOs) of the thirteen counties shall constitute the Western Missouri Workforce Development Region Consortium.

### **ARTICLE II. Consortium Structure**

**SECTION 1. *Composition***: The Consortium shall be governed by 13 members, which shall consist of the Chief Elected Officials of each member county or the designee thereof, as provided hereinafter.

**SECTION 2. *Election of Officers***: The Consortium shall at its annual May meeting elect from its membership a Chairperson, and a Vice Chairperson to serve for a term of one year or until a successor is elected and qualified. All officers shall be Presiding Commissioners. The Chairperson shall appoint a Board Clerk. Vacancies shall be filled by election for the remainder of the unexpired term.

**SECTION 3. *Duties of Each Office***: The Chairperson shall preside over the meetings of the Consortium. The Vice Chairperson shall perform the duties of the Chairperson in his or her absence. The Board Clerk shall be responsible for the recording and distribution of all minutes of the Consortium. The Chairperson will attend at least one Local Workforce Board meeting annually and will attend two trainings provided by OWD specifically for the CEOs and Board Chairperson. One will be virtual and one will be in person.

### **ARTICLE III. Consortium Meetings**

**SECTION 1. *Parliamentary Procedure***: Robert's Rules of Order shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules.

**SECTION 2. *Quorum, Voting and Proxy Voting***: Quorum shall consist of all members physically in attendance and those present via conference call. All actions of the Consortium

shall be approved by a simple majority of established quorum. In the case of a tie vote by members, the Chair (of the meeting) shall break the tie. Proxy Voting shall not be allowed at any time.

**SECTION 3. Meetings and Notices:** The Consortium shall meet a minimum of three (3) times during each calendar year, the dates of which shall be determined by the Consortium. Meetings may be attended in person, via telephone conference call or by electronic media. The Consortium Clerk shall provide meeting notices, copies of the previous meeting's minutes, and an agenda of any business to be discussed to all Consortium members at least 10 calendar days prior to the date of each meeting. All records of the Consortium shall be kept at the office of the WDB in custody of the Consortium Clerk.

#### **ARTICLE IV. Consortium Functions and Powers**

**SECTION 1. Grant Recipient:** The Consortium will serve as the local grant recipient for the region's Innovation and Opportunity Act funds and shall be held liable for any misuse of such funds. While the Consortium may designate an entity to serve as local grant sub-recipient and/or as local fiscal agent, such designation shall not relieve a CEO of the liability for any misuse of grant funds.

**SECTION 2. LWDB Appointments:** On Behalf of the Consortium, the Chairperson will receive member nominations and recommend to the Governor the appointments of members to the Local Workforce Development Board in accordance with State and Federal criteria.

**SECTION 3. Policy:** The Consortium will set policy for the local workforce system in partnership with the Local Workforce Development Board.

**SECTION 4. Local Plan:** The Consortium will participate in the development of the local plan and any modifications thereto in partnership with the Local Workforce Development Board.

**SECTION 5. Program Oversight:** The Consortium will conduct oversight, in partnership with the Local Workforce Development Board, of local Youth, Adult and Dislocated Worker programs.

**SECTION 6. Budget Approval:** The Consortium will approve the budget developed by the Local Workforce Development Board for carrying out the Board's duties.

**SECTION 7. Performance Negotiation:** The Consortium will participate with the Local Workforce Development Board in local performance negotiations.

**SECTION 8. Other Duties:** The Consortium will perform any other duties or obligations conferred upon the Chief Elected Officials as designated under the Act.

#### **ARTICLE V. Amendment of By-Laws**

The Consortium by-laws may be amended and new by-laws adopted at any Consortium meeting. However, for amended and/or new by-laws to be adopted, the following must occur prior to voting on adoption. Written notice of the proposed change must be sent to all Consortium members at least fifteen days prior to the Consortium meeting when the change

will be discussed and voted on. A change to the By-Laws will require a simple majority of the quorum.

#### **ARTICLE VI. Ratification**

The by-laws shall be effective upon adoption by a two-thirds vote of the Consortium members at a meeting called for such purpose.

#### **ARTICLE VII. Dissolution**

The Consortium may be dissolved and the Consortium Agreement and By-Laws may be rescinded only with the consent of the quorum of the Consortium.

## LOCAL GOVERNANCE AGREEMENT

This AGREEMENT is made this 1st day of July, 2020 by and between the West Central Region County Commissioner Consortium (herein after "CEO Consortium" or "CEOs"), and the Area 4 Workforce Development Board of Western Missouri, Inc. (hereinafter "WDB" or "Board") serving as the Fiscal Agent.

WHEREAS, the West Central Region has been designated as Missouri Local Area 4 for purposes of the allocation of funds under the Workforce Innovation and Opportunity Act (hereinafter "WIOA") in Missouri and

WHEREAS, the CEOs have been designated as the recipient of WIOA funds for AREA 4; and

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

WHEREAS, the WDB Director has been designated by the CEOs as the Administrative Entity, to be responsible for the administration and oversight of the activities of the WDB; and

WHEREAS, the Workforce Development of Western Missouri Inc., has been designated by the CEOs as the Fiscal Agent to be responsible for disbursement of the WIOA funds in Area 4; and

WHEREAS, Odle Management Group LLC., (hereinafter "OMGLLC") serves as the One Stop Operator and provider of staffing services for the WIOA programs in order to meet the objectives of WIOA; and

WHEREAS, the WIOA requires that a local governance agreement be entered into to delineate the roles and responsibilities of the CEOs, WDB, Administrative Entity and Fiscal Agent.

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

### **ESTABLISHMENT OF THE WORKFORCE DEVELOPMENT BOARD**

- The local Workforce Development Board members will be appointed by the respective Presiding County Commissioners in compliance with WIOA section 107(c).
- The membership of the WDB will comply with WIOA requirements as outlined in WIOA section 107(b)(2).
- Bylaws for local WDB operations are established and approved to ensure compliance and effectiveness in fulfilling its duties and responsibilities.
- The CEOs will review the membership of the WDB as it relates to the requirements of the WIOA regarding categories of board members.
- When possible, business members of the WDB are recommended by a business organization subject to approval by the Chief Local Elected Official. In the absence of a suitable nomination from a business organization, CEOs may choose business representatives nominated by other organizations and entities. At a minimum, two members must represent small business as defined by the U.S. Small Business Administration.

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- WDB Members attendance and participation will be monitored and the CEOs can remove a member from the WDB due to a sufficient deficiency in accordance with the WDB By-Laws.
- The Missouri Office of Workforce Development, Policy Issuance 19-2016 summarizes the federal and State laws, regulations, and contractual obligations governing transparency and integrity in decisions made, and actions taken, by the CEOs for their Local Workforce Development Area.

#### **ROLE OF FISCAL AGENT**

- The West Central WDB, as Fiscal Agent, has been designated by the CEOs to perform accounting and funds management on behalf of the CEOs.
- WIOA formula allocations will be distributed as needed to best align with actual customer needs.
- The West Central Region WDB, as Fiscal Agent, will comply with state and federal reporting requirements and timelines as defined by OWD.
- The West Central WDB, as Fiscal Agent, will establish or maintain written fiscal policies relative to procurement, auditing, fiscal monitoring and overall fiscal administration.
- The West Central Region, as Fiscal Agent, will comply with federal and state requirements applicable to fiscal agreements i.e.; use of program funds, cost of allocation requirements, reporting requirements and audit requirement.

#### **ROLE OF LOCAL WDB STAFF**

- The WDB staff will offer the necessary training and technical assistance to its subrecipient(s) on the documents, operating procedures, performance measures and the Missouri Database System requirements that are specific/unique to workforce development services.
- The WDB staff, through the Executive Director, will monitor and oversee the activities of its subrecipient(s) in all respects to ensure proper usage of WIOA funds.
- The WDB will evaluate the fiscal and program performance of its subrecipient(s).

#### **MULTI-FUNCTION AGREEMENT CLAUSE**

WIOA requires that a written agreement be entered into where one entity performs multiple functions, as will be done by OMGLLC. In order to establish clear roles and responsibilities for each entity involved, the parties in this agreement hereby agree to the following:

##### Definition of roles and duties per function

- Fiscal Agent  
The Workforce Development Board of Western Missouri, Inc, will serve as the Fiscal Agent in Area 4 for WIOA funds. WDB as Fiscal Agent will procure contracts, written agreements, conduct financial

monitoring of OMGLLC and will ensure the auditing of all employment and training programs. In addition, the Fiscal Agent will be responsible for the disbursement of WIOA funds to the sub-recipient. The WDB will implement specific policies and procedures regarding oversight, monitoring, and evaluation of performance of the One Stop Operator. The fiscal agent will also employ staff to the board.

- **One Stop Operator**

Odle Management Group LLC., will serve as the procured One Stop Operator, under contractual agreement with the Workforce Development Board, and will direct the work of the required partners in the MO Job Centers in the West Central Region. As One Stop Operator OMGLLC will not convene system stakeholders to assist in the development of the local plan; prepare and submit the local plan; be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators or the termination of a One-Stop Operator; career services, and youth providers; negotiate local performance accountability measures; and develop and submit the budget for activities of the WDB.

- The Local WDB requires that the OSO not establish practices that create disincentives to providing services to individuals with barriers to employment. 20 CFR 678.600(e)(2)

- **Provider of Career and Youth Services**

Odle Management Group LLC., will also serve as the procured Job Center staffing contractor who through its staff will provide WIOA career and youth services for the Nevada and Sedalia Job Centers. Odle Management Group LLC., through its supervisory model will allow the Functional Leader to conduct day-to-day supervision of WIOA staff but will not have the Functional Leader complete performance appraisals, sign timesheets, or approve vacation days. Upper management, not the Functional Leader will handle the formal disciplinary action of WIOA staff.

Description of the separation of duties under each role

- In performing as the Fiscal Agent for Area 4, WDB will appoint personnel whose duties will include responsibility for receipt of WIOA funds, payment for services and other authorized WIOA expenditures, ensuring sustained fiscal integrity and accountability for expenditure of such funds in accordance with the Uniform Guidance, WIOA and corresponding federal regulations and state policies, responding to financial audit findings, maintain proper accounting records and adequate documentation, preparation of financial reports and providing technical assistance to sub recipients regarding fiscal issues. Individuals under this role will not be permitted to engage in policy or service delivery issues or activities.

- In performing as the MO Job Center One Stop Operator role under WIOA, OMGLLC, will appoint personnel whose duties will include the coordination of service delivery among partners as defined in the One Stop Operator contract. OMGLLC, will implement WDB policies and report to the WDB on operations, performance accountability and continuous improvements.

- In performing as the provider of WIOA staffing OMGLLC, will have professional staff deliver Job Center program activities and services to job seekers; and will have the ability to adapt to change as economic conditions and operational needs evolve; and will support the need to move individual staff members between Job Centers and Connection Sites as the need is identified; and will implement WDB policies and report to the WDB on program service delivery, performance accountability and continuous improvements.



Description of separation of budget authority, including separation of line item budgets for each function

- To ensure there is a proper separation of duties and functions and to ensure that staff duties of the various OMGLLC, personnel are delineated, they shall be delineated in two separate budgets and such personnel will be individually and collectively responsible for reporting compliance with WIOA and regulations, Uniform Guidance and the Workforce Development Board's policies regarding conflicts of interest, including how conflicts of interest will be minimized.
- Any changes to the budget, including any funding or costs shifted between the Fiscal Agent and the One Stop Operator or staffing provider budgets, will be presented to the WDB for review and authorization.

Description of how staff duties will be completed while demonstrating compliance with WIOA and regulations, the Uniform Guidance, and the West Central Region's policies on conflicts of interest, including how conflicts of interest will be minimized

- The WDB will monitor and oversee the activities of OMGLLC, in all respects to ensure proper usage of WIOA funds; proper and effective action by the OMGLLC designated staff delegated to handle the fiscal responsibilities and the performance of all other functions with respect to the One Stop Operations and actual service provision utilizing WIOA funds by OMGLLC staff.
- The WDB shall, through the Director, procure contracts or obtain written agreements, conduct financial monitoring of service providers, and ensure an independent audit is conducted of all employment and training programs.

Description of fiscal and program monitoring

- Fiscal and program monitoring will be conducted by the WDB staff and results will be presented to the CEO Consortium and the Workforce Development Board at least annually.

**DISPUTE RESOLUTION**

In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, the parties hereto will use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect, they will consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice by either party to the other, disputes, claims, questions, or differences shall be finally settled by mediation or arbitration in accordance with all applicable federal and/or state law and/or rules.

**DURATION AND MODIFICATION**

This Agreement will be in effect for one (1) consecutive year from July 1, 2020 until June 30, 2021 and will automatically be renewed for one (1) year periods unless a majority vote from the CEO Consortium acts to terminate this agreement. This Agreement shall only be modified with consent of the CEO Consortium.

LOCAL GOVERNANCE AGREEMENT

SIGNATURE PAGE

Organization Name	Chief Elected Official – West Central Region
Date	07/12/2021
Title of Signatory	Presiding Commissioner of Bates County
Printed Name	Jim Wheatley
Signature	<i>Jim Wheatley</i>
Organization Name	Eckerd Connects
Date	07/12/2021
Title of Signatory	Chief Financial Officer
Printed Name	Tony Van Slyke
Signature	<i>T. Anthony Van Slyke</i>
Organization Name	Workforce Development Board of Western Missouri Inc
Date	07/12/2021
Title of Signatory	Executive Director
Printed Name	Missy Eidson
Signature	<i>M. Eidson</i>



**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**  
B87972AE-56E9-4D2E-BC93-FA221FF40D98

TRANSACTION DETAILS	DOCUMENT DETAILS
<p><b>Reference Number</b> B87972AE-56E9-4D2E-BC93-FA221FF40D98</p> <p><b>Transaction Type</b> Signature Request</p> <p><b>Sent At</b> 07/12/2021 08:56 EDT</p> <p><b>Executed At</b> 07/12/2021 10:40 EDT</p> <p><b>Identity Method</b> email</p> <p><b>Distribution Method</b> email</p> <p><b>Signed Checksum</b> 39d7779d852507ca89766a1eefd6e82bdb1b691fd738fd4b94820b98c949ce6</p> <p><b>Signer Sequencing</b> Disabled</p> <p><b>Document Passcode</b> Disabled</p>	<p><b>Document Name</b> Local Governance Agreement 2021-2022</p> <p><b>Filename</b> local_governance_agreement_2021-2022.pdf</p> <p><b>Pages</b> 5 pages</p> <p><b>Content Type</b> application/pdf</p> <p><b>File Size</b> 110 KB</p> <p><b>Original Checksum</b> 300d6e61e196d517036b733bd6e0165f540ac419167953d995105c6a72b31489</p>

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Missy Eidson</p> <p><b>Email</b> m.eidson@wcregion.org</p> <p><b>Components</b> 2</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 313e4aabaf3d6ed1417b0cb79fa43c2b8253503bfe7decde85882a57c9bfu22</p> <p><b>IP Address</b> 68.188.68.250</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 3F153A73</p>	<p><b>Viewed At</b> 07/12/2021 10:40 EDT</p> <p><b>Identity Authenticated At</b> 07/12/2021 10:40 EDT</p> <p><b>Signed At</b> 07/12/2021 10:40 EDT</p>
<p><b>Name</b> Jim Wheatley</p> <p><b>Email</b> batescountycommissioners@gmail.com</p> <p><b>Components</b> 2</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> ba1191e9029105ca56c58cd3d71190933fb659891c22eac11e5b7da96b49f42</p> <p><b>IP Address</b> 67.128.226.3</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 111A650F</p>	<p><b>Viewed At</b> 07/12/2021 10:36 EDT</p> <p><b>Identity Authenticated At</b> 07/12/2021 10:37 EDT</p> <p><b>Signed At</b> 07/12/2021 10:37 EDT</p>
<p><b>Name</b> Tony Van Slyke</p> <p><b>Email</b></p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b></p>	<p><b>Viewed At</b> 07/12/2021 09:37 EDT</p> <p><b>Identity Authenticated At</b></p>

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2

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Chrome via Windows

**Typed Signature**



**Signature Reference ID**  
4EAFB8AF

07/12/2021 09:38 EDT

**Signed At**  
07/12/2021 09:38 EDT

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## AUDITS

TIMESTAMP	AUDIT
07/12/2021 08:56 EDT	Missy Eidson (m.eidson@wcregion.org) created document 'local_governance_agreement_2021-2022.pdf' on Firefox via Windows from 68.188.68.250.
07/12/2021 08:56 EDT	Tony Van Slyke (tvanslyke@eckerd.org) was emailed a link to sign.
07/12/2021 08:56 EDT	Jim Wheatley (batescountycommissioners@gmail.com) was emailed a link to sign.
07/12/2021 09:11 EDT	Tony Van Slyke (tvanslyke@eckerd.org) viewed the document on Chrome via Windows from 209.155.220.50.
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07/12/2021 09:57 EDT	Jim Wheatley (batescountycommissioners@gmail.com) viewed the document on Chrome Mobile via Android from 67.128.226.3.
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07/12/2021 10:37 EDT	Jim Wheatley (batescountycommissioners@gmail.com) signed the document on Chrome via Windows from 67.128.226.3.
07/12/2021 10:39 EDT	Missy Eidson (m.eidson@wcregion.org) was emailed a reminder.
07/12/2021 10:40 EDT	Missy Eidson (m.eidson@wcregion.org) viewed the document on Chrome via Windows from 68.188.68.250.
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