



**DOOR COUNTY**

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	✓		
BRANN			✗
ENGLEBERT	✓		
ENIGL	✓		
FEUERSTEIN	✓		
FISHER	✓		
FONTAINE	✓		
GUNNLAUGSSON	✓		
HAINES	✓		
KOHOUT	✓		
LIENAU	✓		
MEYER	✓		
MOELLER	✓		
MULLIKEN	✓		
NEINAS	✓		
O'CONNOR	✓		
RUNQUIST	✓		
SCHULTZ	✓		
VIRLEE	✓		
WIEGAND	✓		
ZIPPERER	✓		
	20	0	1

**BOARD ACTION**

Vote Required: Majority Vote of a Quorum

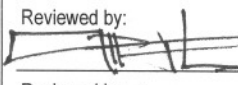
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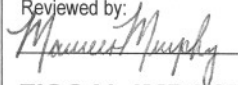
Motion to Approve      Adopted

1st Virlee      Defeated

2nd moeller

Yes: 20      No: 0      Exc: 1

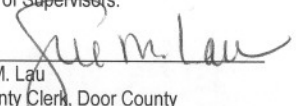
Reviewed by:  Corp. Counsel  
12-06-12

Reviewed by:  Administrator

**FISCAL IMPACT:** The changes in the agreement are as stated in Addendum A. No other fiscal implication. sms

**Certification:**

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 11th day of December, 2012 by the Door County Board of Supervisors.



Jill M. Lau  
County Clerk, Door County

**Resolution No. 2012-85**

**INTER-COUNTY CONSORTIUM AGREEMENT  
[LOCAL WORKFORCE DEVELOPMENT BOARD]**

**TO THE DOOR COUNTY BOARD OF SUPERVISORS:**

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**WHEREAS**, §66.0301 Wis. Stats. Authorizes cooperation between counties for "...the joint exercise of any power or duty required or authorized by law..." and

**WHEREAS**, The Workforce Investment Act (hereafter "WIA") was signed into law on August 7, 1998; and

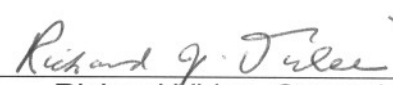
**WHEREAS**, The WIA provides the framework for a national workforce preparation and employment system; and

**WHEREAS**, The WIA, among other things, provides for local governance by way of local workforce investment boards, in partnership with local elected officials; and

**WHEREAS**, Door County deems it appropriate to approve the revised *Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin*.

**NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board of Supervisors hereby approves the revised *Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin*, which is attached hereto as Addendum A and incorporated herein by reference as if fully set forth.

**SUBMITTED BY:**

  
Richard Virlee, Supervisor District XV  
Local Elected Officials ("LEO") Board Member

**INTER-COUNTY CONSORTIUM AGREEMENT BETWEEN THE COUNTIES OF THE BAY WORKFORCE DEVELOPMENT AREA IN WISCONSIN**

This Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin is made and entered into this 1<sup>st</sup> day of October, 2012 by and between the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan, as bodies corporate organized under the Laws of the State of Wisconsin.

**RECITALS**

**WHEREAS**, the Congress of the United States adopted Public Law 105-220, the Workforce Investment Act ("WIA"), authorizing the expenditure of Federal funds to streamline services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility and improve youth programs; and

**WHEREAS**, under Section 116 of the WIA, the Wisconsin Governor ("Governor") has designated 11 Workforce Development Areas ("WDA") within the State to administer the provisions of the WIA; and

**WHEREAS**, the WDA, designated by the Governor, for the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, "Counties;" individually, "County") is the Bay Workforce Development Area in Wisconsin ("Bay WDA"); and

**WHEREAS**, the WIA, as well as Wis. Stat. § 66.0301, provides counties within a WDA with authority to enter into consortium agreements so as to allow them to define their roles and duties in administering the applicable provisions of the WIA; and

**WHEREAS**, in accordance therewith, the Board of Supervisors for each County in the Bay WDA adopted Resolutions authorizing their respective Chief Local Elected Official ("LEO") to enter into this Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin ("LEO Agreement") for purposes of carrying out Section 117 of the WIA.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties, through their respective LEOs, do hereby agree as follows:

**AGREEMENT**

**SECTION I – Definitions.** For purposes of this LEO Agreement, the following definitions shall apply to the following terms/acronyms:

- A. "Bay Area Counties Consortium" – shall refer to the 11 Counties of the Bay WDA that, through their respective LEOs, have constituted themselves to be a consortium per Wis. Stat. § 66.0301.
- B. "Bay Workforce Development Area Workforce Development Board/Local Elected Officials Joint Agreement" ("Joint Agreement") – shall refer to that agreement entered into between the LEO

Board and the Bay Area Workforce Development Board, pursuant to Sections 117 and 121 of the WIA, for purposes of memorializing their respective partnership obligations thereunder.

- C. "Chief Local Elected Official" ("LEO") – shall refer to the County Executive of the Counties that have an office of County Executive under Chapter 59 of the Wisconsin Statutes and shall refer to the Board Chair of the Counties that do not have an office of County Executive thereunder.
- D. "Consortium Chief Local Elected Official" – shall refer to that LEO selected by the LEO Board per its duly enacted "Local Elected Officials By-Laws of the Consortium" ("By-Laws") to serve as the Chair of the LEO Board under the WIA. The LEO selected hereunder must be an elected official of a County, as opposed to a non-elected Designee.
- E. "Designee" – shall refer to that individual designated by his/her LEO under applicable By-Laws to serve, in place of said LEO, as one of the eleven (11) LEO Board members; provided, that he/she is either: (1) an elected official of his/her respective County; or (2) a special non-elected representative of said LEO.
- F. "LEO Board" – shall refer to the 11-member board of commissioners appointed to act as the Bay Area Counties Consortium's governing unit and legal representative, the membership of which shall: (1) consist of each County's LEO or Designee; and (2) shall be maintained in accordance with the governing By-Laws, as may be amended from time to time.
- G. "Local Plan" – shall refer to the 5-year comprehensive local plan developed by the Bay Area Workforce Development Board in partnership with the LEO Board in a manner consistent with the State plan, as well as Section 118 of the WIA.
- H. "Memorandum of Understanding" – shall refer to the agreement under Section 121 of the WIA, developed by the Bay Area Workforce Development Board and approved by the LEO Board, entered into between the Bay Area Workforce Development Board and respective One-Stop Partners in regards to the Bay WDA's One-Stop Delivery System.
- I. "One-Stop Delivery System" – shall refer to the system that, at a minimum, makes accessible, through One-Stop Operators selected by the LEO Board and the Workforce Development Board, at not less than one physical center in each WDA, the services described within Section 134 of the WIA.
- J. "Workforce Development Board" – shall refer to the entity appointed by the LEO Board under Section 117 of the WIA to provide, in partnership with the LEO Board, policy and strategic guidance for, and exercise oversight with respect to, WIA programs, services and activities in the Bay WDA.
- K. "Workforce Investment System" – shall refer to the Statewide system developed, with WIA funds, to provide WIA programs, services and activities through a One-Stop Delivery System.

**SECTION II – Establishment of the Consortium.**

- A. Pursuant to Wis. Stat. § 66.0301, the Counties of the Bay WDA – Brown, Door, Florence Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan – through their respective LEOs, do hereby constitute themselves to be the Bay Area Counties Consortium (“Consortium”) for purposes of Section 117 of the WIA.
- B. In establishing said Consortium, each County, or any combination thereof, reserves the right to petition the Governor to become a separate district or WDA without requiring the approval of the other Counties, so long as notice, in the manner set forth in the governing By-Laws is provided to each County in advance thereof and the petition related thereto complies with governing law.
- C. The Counties may terminate this LEO Agreement in the event that expected or actual funding from the State/Federal Governments or other sources is withdrawn or substantially reduced in such a fashion as to make the continued operation of the Bay WDA unfeasible, effective only upon advance notice of said termination with receipt acknowledged by each County and the Governor.
- D. The Consortium may be dissolved and this LEO Agreement rescinded; provided, that consent from all of the Counties’ Boards of Supervisors and the Governor is obtained in advance thereof.
- E. In the event that the WDB and the LEO Board fail to agree upon the development and/or submission of the Local Plan, created pursuant to the WIA, and/or the choice of a Grant Recipient or Sub-Grant Recipient, as more fully referred to herein, the Governor shall re-designate a local WDA under Section 116 of the WIA, thereby terminating this LEO Agreement.
- F. Any County that withdraws from the Consortium, whether through the aforementioned petition, termination or dissolution provisions, shall remain solely responsible for its proportionate share of any and all liabilities, as determined by the LEO Board, that in any way relate to any period prior to said County’s withdrawal.

**SECTION III – Governance/Organization of the Consortium.**

- A. The Consortium shall exercise those powers granted to LEOs under the WIA through its governing unit and legal representative, the LEO Board – an 11-member board of commissioners whose membership must consist of each County’s LEO or Designee and shall be maintained consistent with the governing By-Laws and Joint Agreement, as may be amended from time to time.
- B. In accordance with its By-Laws, the LEO Board shall elect from its membership a Chair, a Vice-Chair and such other officers as may be provided for therein. Both the Chair and Vice-Chair must be elected officials of their respective Counties, as opposed to non-elected Designees, and any vacancies hereunder shall be filled by election, in accordance with the applicable By-Laws for the remainder of the unexpired term.
- C. Along with any additional duties proscribed within the By-Laws and unless stated otherwise therein, the Chair of the LEO Board shall serve as the Consortium Chief Local Elected Official (“CLEO”), his/her term of which shall be specified within the By-Laws, for purposes of Section 117 of the WIA; shall execute all documents and contracts as authorized by the LEO Board; shall

appoint a staff person of one of the Counties or the Administrative Entity, if the latter exists, to serve as the Board Clerk; and shall have the authority to speak on behalf of the Consortium in all matters relating to the WIA.

- D. Along with any other appointments set forth in the By-Laws or Joint Agreement and so long as consistent therewith, the LEO Board, subject to Governor certification under Section 117 of the WIA, shall appoint a Workforce Development Board ("WDB") to set policy for the Workforce Investment System in the Bay WDA, the minimal composition of which must include:
1. Representatives of business in the Bay WDA who: (a) are owners of businesses, chief executives or operating officers of businesses, and other business executives/employers with optimum policymaking or hiring authority; (b) represent businesses with employment opportunities reflective of employment opportunities in the Bay WDA; and (c) are appointed from the nominees of local business organizations and business trade associations. A majority of the WDB, as well as the Chair of the WDB, must come from this Paragraph 1 of Section III(D) of this LEO Agreement;
  2. Representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, if in existence), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;
  3. Representatives of labor organizations (for a WDA in which employees are represented by labor organizations), nominated by local labor federations, or (for a WDA in which no employees are represented by such organizations), other representatives of employees;
  4. Representatives of community-based organizations, including organizations representing the disabled and veterans, if such organizations exist;
  5. Representatives of economic development agencies, including private sector economic development entities; and
  6. Representatives of each of the One-Stop Operators.

If, after a reasonable effort, the LEO Board is unable to agree on the above appointments, the Governor may appoint the WDB members from individuals so nominated or recommended. The WDB duly appointed by the LEO Board, pursuant to Section 117 of the WIA, shall be known as the Bay Area Workforce Development Board ("BAWDB").

- E. Unless specifically designated otherwise in the By-Laws or Joint Agreement and so long as said consistent therewith the LEO Board shall serve as the Local Grant Recipient ("Grant Recipient") for WIA grant funds allocated to the Bay WDA, and shall be liable, in the manner more fully set forth herein, for any misuse thereof. The LEO Board shall retain said liability regardless of whether it amends the By-Laws or Joint Agreement for purposes of designating another entity to be the Grant Recipient. Additionally, the LEO Board shall designate an entity to serve as the Local Grant Sub-Recipient ("Sub-Recipient") for WIA grant funds allocated to the Bay WDA. Unless and until such time that the By-Laws/Joint Agreement are amended to designate another entity and, so long as consistent therewith, the Sub-Recipient for the Bay WDA shall be the

BAWDB. This Sub-Recipient designation, as well as any subsequent designation hereunder, shall not relieve the LEO Board of the liability for any misused WIA grant funds.

- F. There shall be established, as a subgroup of the BAWDB, a Youth Council whose membership shall be appointed, in cooperation with the LEO Board, by the BAWDB and shall include, at a minimum, the following:
1. Members of the BAWDB that specifically fall within one of the six (6) categories under Section III(D) of this LEO Agreement or members of the BAWDB that the LEO Board, using its discretion, appointed thereto; provided, that said members have a special interest or expertise in youth policy;
  2. Representatives of youth service agencies, including juvenile justice and local law enforcement agencies;
  3. Representatives of local public housing authorities;
  4. Parents of eligible youth seeking assistance through the Youth Council;
  5. Individuals, including former participants, and representatives of organizations, that have experience relating to youth activities; and
  6. Representatives of the Job Corps, as appropriate.
- G. To receive funding under Section 132 of the WIA, a One-Stop Delivery System ("OSDS") shall be established, through BAWDB designation provided that it is consistent with Sections 121 & 117 of the WIA and approved by the LEO Board, of a One-Stop Operator, that, at a minimum and in a manner consistent with Section 134 of the WIA, shall make the following programs, services and activities accessible at not less than one physical center within the Bay WDA:
1. The core services described within Subsection (d)(2) of Section 134 of the WIA;
  2. The intensive services and training services described within Subsection (d)(3) & (4) of Section 134 of the WIA, including serving as the point of access to individual training accounts for training services to participants consistent with Subsection (d)(4)(G) of Section 134 of the WIA;
  3. If provided through funding under Section 133 of the WIA, the permissible local employment and training activities described within Subsection (e) of Section 134 of the WIA;
  4. The programs and activities to be carried out by one-stop partners in accordance with Section 121 of the WIA and more specifically described therein under Subsection (b)(1)(B) thereof; and
  5. The information described in Section 15 of the Wagner-Peyser Act and all job search, placement, recruitment, and other labor exchange services authorized thereunder.

**SECTION IV – Administration of the Consortium.** As the Consortium's governing unit, the LEO Board shall exercise ongoing oversight of BAWDB activities; maintain an ongoing relationship with the

BAWDB; and work in tandem with the BAWDB for purposes of carrying out WIA programs, services and activities. However, unless provided otherwise by the WIA or herein, the details of how the LEO Board and the BAWDB will work together to accomplish the same, shall be negotiated and contained in an agreement consistent with Sections 117 & 136 of the WIA. The aforementioned agreement entered into in a manner consistent herewith is the Bay Workforce Development Area Workforce Development Board/Local Elected Officials Joint Agreement ("Joint Agreement"), as may be amended from time to time. Notwithstanding, the LEO Board either exclusively or in cooperation with the BAWDB must comply with the following WIA mandates:

- A. The LEO Board shall consult with the Governor on the designation or re-designation of a WDA in the manner provided for under Section 116 of the WIA;
- B. In partnership with the BAWDB, the LEO Board shall develop, approve, and submit to the Governor a Local Plan, including any revisions thereto, that is consistent with the corresponding State Plan, as well as Section 118 of the WIA, including, at a minimum, the following therein:
  - 1. An identification of: (a) the workforce investment needs of businesses, job seekers, and workers in the Bay WDA; (b) the current and projected employment opportunities in the Bay WDA; and (c) the job skills necessary to obtain such employment opportunities;
  - 2. A description of the OSDS to be established or designated in the Bay WDA, including: (a) a description of how the BAWDB will ensure the continuous improvement of eligible One-Stop providers of services through the OSDS and ensure that said providers meet the employment needs of local employers and participants; and (b) a copy of each Memorandum of Understanding ("MOU") concerning the operation of the OSDS in the Bay WDA;
  - 3. A description of the local levels of performance negotiated with the Governor and LEO Board under Section 136 of the WIA;
  - 4. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the Bay WDA;
  - 5. If applicable, a description of how the BAWDB will coordinate workforce investment activities carried out in the Bay WDA with Statewide rapid response activities;
  - 6. A description and assessment of the type and availability of youth activities in the Bay WDA, including an identification of successful providers of said activities;
  - 7. A description of the process used by the BAWDB, consistent with Subsection (c) of Section 118 of the WIA, to provide an opportunity for public comment, including comment by representatives of businesses and comment by representatives of labor organizations, and input into the development of the Local Plan, prior to submission;
  - 8. An identification of the entity responsible for the disbursement of WIA grant funds;
  - 9. A description of the competitive process to be used to award the grants and contracts in the Bay WDA for activities carried out under the Workforce Investment System; and
  - 10. Such other information as deemed necessary by the Governor.

The Local Plan developed, approved and submitted to the Governor for approval under Section 118 of the WIA, the approval of which was duly obtained thereunder, is the Bay Area Workforce Development Board WIA Local Plan 2011 ("Local Plan").

- C. The LEO Board shall review and approve the budget developed by the BAWDB for the purpose of carrying out its duties as a WDB in accordance with Section 117 of the WIA ("Budget").
- D. In cooperation with the BAWDB, the LEO Board, as Grant Recipient shall disburse funds, pursuant to Section 117 of the WIA, for workforce investment activities at the direction of the BAWDB; provided, that said direction does not violate any provision of the WIA.
- E. Consistent with Subsection (d) of Section 121 of the WIA, the LEO Board shall approve the BAWDB's designation or certification of One-Stop Operators that, at a minimum, were designated/certified: (a) through a competitive process; or (b) in accordance with the duly enacted By-Laws and/or Joint Agreement, as may be amended from time to time, so long as said documents, including any other documents duly enacted hereunder, provides for the inclusion of at least three (3) of the One-Stop Partners described within Subsection (b)(1) of Section 121 of the WIA. In addition, the LEO Board shall approve any request by the BAWDB to terminate the eligibility of a One-Stop Operator for cause. Absent a waiver by the Governor, the BAWDB, as well as any of its staff members employed under Section 117 of the Act, shall not serve as the One-Stop Operator for the Bay WDA.
- G. Consistent with Subsection (c) of Section 121 of the WIA, the LEO Board shall review and approve any Memorandum of Understanding ("MOU") entered into between the BAWDB and the One Stop Partners concerning the operation of the OSDS within the Bay WDA, the MOU of which, at a minimum, consist of the following provisions:
  - 1. The services to be provided through the OSDS;
  - 2. How the costs of such services and operating costs of the OSDS will be funded;
  - 3. The methods for referral of individuals between the One-Stop Operator and the One-Stop Partners, for the appropriate services and activities; and
  - 4. The duration of the MOU and the procedures for amending the same during the term thereof.
- H. The LEO Board shall work with the BAWDB to conduct the oversight mandated by Subsection (d)(4) of Section 117 of the WIA with respect to local programs of youth activities authorized under Section 129 of the WIA, local employment and training activities authorized under Section 134 of the WIA, and the OSDS within the Bay WDA, consistent with the WIA, as well as the By-Laws and Joint Agreement entered into thereunder.



**SECTION V - Fiscal Management; Liability; Misuse of Grant Funds.**

- A. Fiscal Management. Unless designated otherwise in the By-Laws, Joint Agreement or herein, and so long as said designation is consistent with the WIA, the LEO Board shall serve as Grant Recipient of, and be liable for any misuse of, grant funds allocated to the Bay WDA under Section 128 and 133 of the WIA. Notwithstanding a subsequent designation in accordance herewith, the LEO Board shall remain liable for any misuse of WIA funds granted hereunder. In addition and notwithstanding its designation of the BAWDB as the Sub-Recipient of said funds, the LEO Board shall remain liable for any misuse thereof. To prevent misuse hereunder: (1) the LEO Board shall continuously monitor, and shall require the BAWDB to continuously monitor, WIA grant-supported activities in accordance with the uniform administrative requirements of 29 CFR parts 95 & 97, as applicable and as amended from time to time, including the appropriate circulars of the Office of Management and Budget referenced within Section 184 of the WIA; and (2) shall require the BAWDB, as Sub-Recipient, to establish financial controls and procedures, satisfactory to the LEO Board, that accords with Generally Accepted Accounting Principles (GAAP), as well as any other federal and state laws, regulations, guidelines and/or procedures applicable to WIA grant funding. At a minimum, the LEO Board shall require the following fiscal controls over the BAWDB and/or Sub-Recipient:
1. That it undergo at least one annual review of the adequacy of said financial controls and procedures, which, if deemed necessary by the LEO Board, may include retaining the assistance of an independent accounting/consulting firm;
  2. That it undergo an annual independent audit, providing the LEO Board with a copy thereof, as well as such additional audits and/or financial reviews as the LEO Board, in its sole discretion, deems necessary;
  3. That it maintain itemized and detailed records covering all expenditures under the Budget, providing the LEO Board with quarterly reports thereof, the duration of which may be increased or decreased by the LEO Board in its sole discretion, as well as any other reports deemed necessary by the LEO Board.;
  4. That it insert language regarding disallowed costs due to contractor error into all OSDS related MOUs and agreements, as well as any other applicable contracts entered into under the WIA; and
  5. That, regardless of whether it remains the Sub-Recipient, the BAWDB, establish and maintain by-laws consistent with the WIA, as well as the By-Laws and Joint Agreement, to ensure the efficient administration and management of its workforce investment programs, services and activities that, at a minimum, indicate how the BAWDB will:
    - (a) identify, consistent with Section 123 of the WIA, eligible providers of youth activities in the Bay WDA by awarding grants or contracts on a competitive basis, based on the recommendations of the Youth Council;
    - (b) identify, consistent with Section 122 of the WIA, eligible providers of training services under Section 134 of the WIA within the Bay WDA;

- (c) if applicable, identify eligible providers of intensive services under Section 134 of the WIA within the Bay WDA by awarding contracts;
- (d) assist the Governor in developing the Statewide employment statistics system referenced within the WIA;
- (e) coordinate the workforce investment activities authorized under the WIA and carried out in the Bay WDA with economic strategies, and develop other employer linkages with such activities;
- (f) promote the participation of private sector employers in the State's Workforce Investment System and ensure the effective provision, through said system, of connecting, brokering, and coaching activities, through intermediaries such as the One-Stop Operator in the Bay WDA or through other organizations, to assist such employers in meeting hiring needs;
- (g) make available to the public, in a manner consistent with relevant Open Records Laws, on a regular basis through open meetings, information regarding its activities, including information regarding the Local Plan prior to its original or revised submission, and regarding membership, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of its formal meetings;
- (h) not, absent receipt of a Governor waiver, itself, provide the training services described within Section 134 of the WIA;
- (i) not allow its members to vote on a matter under BAWDB consideration that: (i) relates to the provision of services by said members or an entity represented by said members; (ii) would provide direct financial benefit to said members or their immediate family; or (iii) would be deemed a conflict of interest of said members under the State plan;
- (j) solicit and accept grants and donations from sources other than Federal funding that is made available under the WIA; and
- (j) employ the staff - deemed necessary to administer and disburse funds for the applicable WIA programs, services and activities – and handle issues relating to Grievances, Nepotism, Maintenance of Effort, and additional Conflicts of Interest/Ethical Obligations not already addressed herein.

In the event that the BAWDB's current By-Laws entitled Bylaws of the Bay Area Workforce Development Board ("by-laws") or any duly enacted amendments thereto conflict with the By-Laws or Joint Agreement, the By-Laws and Joint Agreement shall prevail so long as consistent with the WIA.

- B. Liability Management. To further manage the LEO Board's exposure in the event of misused WIA grant funds allocated to the Bay WDA, said the LEO Board shall adhere, and, where applicable, shall require the BAWDB and/or any of its providers to adhere, to the following guidelines:

1. That the WIA programs, services and activities in the Bay WDA be administered prudently to minimize liability, including, but not limited to, the requirement that all contractors who provide services purchased with WIA grant funds be required to maintain general liability, workers compensation, and automobile (if automobiles are used in providing services) insurance policies in an amount of at least \$1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the LEO Board to protect the LEO Board, the Consortium and the Counties. 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;
  2. That the Sub-Recipient be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary by the LEO Board and in amounts to be determined by the LEO Board. Such insurance shall name the LEO Board, the Consortium and each County as additional insureds;
  3. That the BAWDB and/or the Sub-Recipient be required to indemnify, defend and hold harmless the LEO Board, the Consortium and each County, as well as their agents, officers, elected officials, representatives, employees, successors and assigns, from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from: (1) the wrongful, intentional, or negligent acts or omissions of the BAWDB, the Sub-Recipient and/or their employees, agents, representatives and subcontractors; or (2) the breach by the BAWDB, the Sub-Recipient and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this LEO Agreement, the By-Laws and/or Joint Agreement, as well as any other agreements/governing procedures enacted in accordance with the WIA and as amended from time to time;
  4. That the LEO Board may further direct the purchase of additional fidelity/bonding, errors and omissions insurance and other insurance to cover the individual LEO Board members, the Consortium and each County to the extent deemed necessary by the LEO Board; and
  5. That, to the extent permitted by law, BAWDB corporate funds and assets shall be used first to pay any uncovered loss resulting from the activities of the Consortium, the LEO Board, the BAWDB and/or the Sub-Recipient.
- C. Misuse of Grant Funds. In the case of any misuse of grant funds allocated under the WIA to the Bay WDA, liability shall be assigned as follows:
1. The Fox Valley Workforce Development Area. Outagamie County understands and agrees that it may be liable for certain obligations of the Fox Valley Workforce Development Consortium (Fox Valley Consortium) that arose prior to Outagamie County joining the Consortium. Outagamie County understands and agrees that the LEO Board, the Consortium and the Counties are not and should not be held responsible for any obligations of Outagamie County arising out of the Fox Valley Consortium. To this end, Outagamie County agrees to indemnify, defend and hold harmless the LEO Board, the Consortium and the Counties from and against any claim, demand, suit, payment,

damages, loss, cost and expense, including actual attorney's fees, that the LEO Board, the Consortium and the Counties may suffer, incur, be put to, pay or lay out as a result of, or in any way relating to: (1) Outagamie County's participation in the Fox Valley Consortium; (2) the acts or omissions of Outagamie County, its employees, agents and representatives while in the Fox Valley Consortium; or (3) any and all claims, liabilities or obligations of Outagamie County arising out of, or relating to, the Fox Valley Consortium.

2. Misuse of Consortium Funds. The Consortium understands that the Counties are liable for any misuse of WIA grant funds allocated to the Bay WDA in accordance with the requirements of 20 C.F.R. Part 667.705. In the event of misuse of said funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Board, unless, based upon the particular facts of the situation, the responsibilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. For example, if \$10,000 in liability remained and a given County has 10% of the total population of the Counties based on the decennial census, that County would be liable for \$1000. In the event that the LEO Board is unable to make said determination, the Department of Workforce Development shall determine the Counties' respective liabilities.

**SECTION VI – Additional Provisions.**

- A. Term. This LEO Agreement shall be reviewed annually and renewed every five (5) years unless the Counties choose to terminate pursuant to Section I herein, or in the event of termination of Public Law 105- 220, the Workforce Investment Act of 1998.

In the event that this LEO Agreement is terminated or not renewed, the Counties agree to cooperate in transitioning programs and services consistent with the WIA, as well as the By-Laws, Joint Agreement, this LEO Agreement and/or any other agreements/ governing procedures duly enacted under the WIA (collectively "Governing Law"). If and when it is determined that this LEO Agreement shall be terminated, the LEO Board shall take possession of all documents associated with the WIA so long as consistent with the Governing Law.

- B. Acquisition and Disposal of Property. The Sub-Recipient shall acquire, hold and dispose of real or personal property in the manner provided for under Sections 59.06, 66.28 and 75.35 of the Wisconsin Statutes, as well as Governing Law.
- C. Open Records/Open Meetings. Both the LEO Board and the BAWDB shall conduct business openly and in accordance with Wisconsin's Open Records provisions set forth in Chapter 19 of the Wisconsin Statutes, including but not limited to the following:
  1. That all actions taken by the LEO Board or the BAWDB during the above-referenced meetings be authorized by a majority of the members present and in a manner consistent with their By-Laws/by-laws, respectively;
  2. That duly noticed closed sessions of the LEO Board or the BAWDB shall not allow for LEO Board members to be excluded from BAWDB closed session meetings, nor shall it allow for BAWDB members to be excluded from LEO Board closed session meetings,

when the issue under discussion in said closed session relates to WIA programs, services and activities, or the Local Plan, Budget and staff members employed in accordance with the WIA;

3. That all meetings be publically noticed and duly recorded pursuant to Wisconsin's Open Records provisions;
  4. That all records created or collected, including but not limited to all meeting agendas, meeting minutes, contracts, fiscal documentation and/or management documentation be maintained in accordance with Wisconsin's Open Records provisions; and
  5. That the record custodian referenced within Wisconsin's Open Records provisions be designated within the By-Laws/by-laws and posted for the public in accordance therewith.
- D. Applicable Law. This LEO Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin. And, Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with the WIA or the Governing Laws.
- E. Amendments to the By-Laws. The LEO Board may adopt operational and procedural bylaws consistent with the WIA, State/Local Plans, and Joint Agreement. Any amendments to the current By-Laws may be adopted by the affirmative vote of 2/3 of the entire membership of the LEO Board at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member fifteen (15) days prior to consideration.
- F. Impact of Legislative Changes. Any terms or conditions rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this LEO Agreement not impacted by the same. It is further understood by the Counties that certain terminology in this LEO Agreement may change as Federal and State laws governing this LEO Agreement dictate.
- G. Conduct of the LEO Board/BAWDB. Members of the LEO Board and the BAWDB shall conduct themselves in accordance with the ethical and/or legal standards governing persons holding public office, including, at a minimum:
1. That all members, as well as staff, of the LEO Board and the BAWDB comply with any and all applicable Federal or State Laws, including Wis. Stats., Chapter 946, governing the conduct of public officials;
  2. That all members, as well as staff, of the LEO Board and the BAWDB be prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for their personal gain, or the personal gain of those for which they have a familial, business or other improper tie to. Said members shall avoid actual or perceived organizational and personal conflicts and shall disclose all actual or apparent conflicts consistent with Governing Law;
  3. That no member of the LEO Board or the BAWDB shall cast a vote on any provision of services by said member or any organization which said member directly represents, as well as any matter that would provide a direct financial benefit to said member or said member's family;

4. That, annually, each member of the LEO Board and the BAWDB shall complete, sign and submit a Conflict of Interest Disclosure Statement, in a format prescribed by the WIA;
5. That LEO Board and the BAWDB shall not discriminate against any person contrary to Section 188 of the WIA, as well as Federal, State and local laws.

H. This LEO 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. This LEO Agreement may only be revised, modified or amended in writing and upon a majority vote of the LEO Board consistent with the governing By-Laws.

**INWITNESS WHEREOF**, the Parties hereto have caused this LEO Agreement to be executed by the County Executive of the Counties with an Office of the County Executive and by the Chairperson of the County Board of Supervisors of the Counties without an Office of County Executive.

**SIGNATURES OF THE COUNTY OFFICIALS**

\_\_\_\_\_  
Brown County                      Troy Streckenbach

\_\_\_\_\_  
Door County                              Dan Austad

\_\_\_\_\_  
Florence County                      Jeanette Bomberg

\_\_\_\_\_  
Kewaunee County                      Robert Weidner

\_\_\_\_\_  
Manitowoc County                      Bob Ziegelbauer

\_\_\_\_\_  
Marinette County                      Vilas Schroeder

\_\_\_\_\_  
Menominee County                      Elizabeth Moses

\_\_\_\_\_  
Oconto County                              Leland Rymer

\_\_\_\_\_  
Outagamie County                      Thomas Nelson

\_\_\_\_\_  
Shawano County                              Jerry Erdmann

\_\_\_\_\_  
Sheboygan County                      Roger TeStroete