

Chief Local Elected Officials Agreement

Fulton, Montgomery, and Schoharie Counties, New York

July 1, 2020 through June 30, 2021

In accordance with The Workforce Innovation and Opportunity Act of 2014 (WIOA) (P.L. 113-128), the Counties of Fulton, Montgomery, and Schoharie enter into this agreement as described in WIOA to organize and implement activities pursuant to WIOA and in accordance with requirements established by the Governor of the State of New York (Governor) for purposes of implementing programs and services under WIOA.

I. Designation of Chief Local Elected Officials

Under this agreement the Chief Local Elected Official (CLEO) in Fulton and Schoharie Counties shall be the Chairperson of the Board of Supervisors. In Montgomery County the CLEO shall be the County Executive. Except for the appointment of members of the Local Workforce Development Board (LWDB), the CLEOs shall act as one entity. In the event of a disagreement or dispute, a majority of the three CLEOs shall determine the resolution of the conflict.

II. Designation of the WIOA Grant Recipient

The CLEOs recognize that under WIOA they are jointly responsible for the funds, and agree to continue the appointment of the CLEO of Fulton County as the Grant Recipient, who is responsible for use of the funds.

III. Designation of the Local Workforce Development Board

The CLEOs establish that the Board of Directors of Fulton, Montgomery, and Schoharie Counties Workforce Development Board, Inc. (FMS WDB, Inc.) shall serve as the LWDB under WIOA.

IV. Membership of the Local Workforce Development Board

The membership of the LWDB shall be appointed by the CLEOs. Each CLEO shall appoint an equal number of LWDB members. There shall be four public sector and five private sector members appointed by each CLEO. The CLEOs shall among themselves agree so that all of the mandatory representatives listed under WIOA Section 107 will be represented.

At the inception of WIOA, members were appointed for three-year staggered terms so that each CLEO appointed three members for a three-year term, three members for a two-year term, and three members for a one-year term -- all initial terms began on June 1,

2015 and continued for 13 months through June 30 of the term year. After the initial appointments all terms shall be for three years, ending on June 30 of the term year. All LWDB appointments shall be subject to the provisions of WIOA and its regulations and subject to the requirements of the Governor and the State Workforce Investment Board.

The Chairperson of FMS WDB, Inc. shall serve as the Chairperson of the LWDB and is elected annually in accordance with WIOA and FMS WDB, Inc. bylaws.

Modification of membership may be completed at any time by the members of the LWDB subject to the approval of the CLEOs.

V. Provisions for FMS WDB, Inc. to Operate in Multiple Roles under WIOA

A. Designation as the Local Fiscal Agent

The CLEOs designate FMS WDB, Inc. to serve as the Local Fiscal Agent for related and necessary activities under WIOA which are limited to accounting and funds management functions (rather than policy or service delivery). FMS WDB, Inc. may contract out some or all of the duties of the Fiscal Agent, but in either case shall remain responsible to the CLEOs for those functions.

B. Employing LWDB Staff

The CLEOs authorize the FMS WDB, Inc. to employ LWDB staff, including the position of LWDB Executive Director, to provide LWDB support for planning, guidance, monitoring, support, oversight, and regulation, to ensure a high quality workforce development system.

C. Internal Controls to Prevent Conflict of Interest

CLEOs, the LWDB and FMS WDB, Inc. agree that: policies related to WIOA; resolutions for expenditures of WIOA funds; and actions impacting WIOA performance or fiscal integrity, will be vetted by the LWDB Executive Director and FMS WDB Inc. staff responsible for the fiscal agent function. This vetting process provides the needed organizational firewalls to prevent conflict of interest between LWDB functions, LWDB staff functions, Fiscal Agent functions and other operations of FMS WDB, Inc.

VI. Joint Activities

All parties recognize that a meaningful partnership between the CLEOs, the LWDB and FMS WDB, Inc. must exist in order to create and maintain the highest possible quality of internal controls and workforce services in the three counties.

VII. Financial Liability

In accordance with Section 116 of WIOA, CLEOs are liable and responsible for WIOA and other directly administered funds expended under the Act.

In the event that any expenditure of funds under WIOA is disallowed by the State of New York or the United States Department of Labor, the following process will be used.

- A. The Grant Recipient shall make payment to NYSDOL in the amount of the disallowance, upon notification by NYSDOL. If the disallowed expenditure of funds cannot be recovered under B or C (below), then repayment of the disallowed funds shall be shared equally by the Counties.
- B. The Fiscal Agent shall attempt to recover the disallowed expenditure from funds available to sub-grantees or vendors causing the disallowance.
- C. If the disallowed expenditure of funds cannot be recovered under B (above) but are eligible for recoupment in one of more future years, at the absolute discretion of the CLEOs such disallowed expenditure of funds shall be recouped in one or more future years.

VIII. Duration of Contract

This agreement shall become effective on the day it is executed by all three CLEOs and shall remain in effect through June 30 of the following year, unless the CLEOs notify the WDB of their intent not to renew at least 120 days prior to the expiration date of any one-year period. The current agreement can be extended through mutual agreement until the next agreement can be passed by each local governing body and signed by the CLEO.

This agreement shall remain in effect under WIOA and such other legislation that may hereafter be adopted to supplement or supersede such Act.

IX. Signatures

Warren Greene, Chairperson
Fulton County Board of Supervisors

Date

Matthew L. Ossenfort, County Executive
Montgomery County

Date

William Federice, Chairperson
Schoharie County Board of Supervisors

Date

Martin J. Callahan
Chairman, LWDB

Date

Gail B. Breen
Executive Director, FMS WDB, Inc.

Date