## WORKFORCE INVESTMENT BOARD / CHIEF LOCAL ELECTED OFFICIAL (CLEO) AGREEMENT

	THIS	AGRE	EMEN	T is	made	and	entered	into	this	16	day	of
_	Dec	embu	? <b>/</b>	2011	by an	id amo	ng the F	ULL I	EMPLO	YMENT	COUN	CIL
(FEC),	EAST	ERN J	ACKSC	ON CO	DUNTY	WOR	KFORCE	INAF	STME	NT BOA	KD (E	IAC
WIB)	FOR T	HE EA	STERN	I JAC	CKSON	COUN	TY REG	ION, a	and the	CHIEF	ELECT	ED
OFFIC	TALS O	F THE	EASTE	RN JA	ACKSON	COU	NTY REG	ION.				

WHEREAS, the parties hereto are cooperating in the financial and program administration of federally financed employment and job training programs pursuant to the Workforce Investment Act insofar as said programs are applicable to that part of Eastern and Southern Jackson County comprising the Eastern Jackson County Region as designated by Gubernatorial Executive Order.

NOW, THEREFORE, in consideration of the premises and the acts to be performed hereunder, it is agreed as follows:

- 1. FEC agrees to serve as Grant Recipient and to carry out the duties and responsibilities described in paragraph 2 of this Agreement; and also agrees to serve as Administrative Entity with duties and responsibilities described in paragraph 3 of this Agreement.
- 2. As Grant Recipient/Fiscal Agent, FEC Agrees to receive and disburse monies allocated to the Eastern Jackson County Region, under terms and conditions set forth in P.L. 105-220 and pursuant to issuances released from time to time by the Missouri Department of Economic Development and the Division of Workforce Development. FEC shall establish an appropriate financial management system and appropriate controls to meet all applicable Federal and State management circulars and standard grant accounting requirements, and in addition, shall perform the following duties:
  - a. Advise the EJAC WIB in matters of policy and compliance with Federal and State regulations and to respond to fund draw-down requests submitted by the Program Administrator and other legal entities authorized to receive said employment and training funds;
  - b. Establish procedures for cash control and adequate financial record keeping to guard assets and account for all disbursements;
  - c. Cause an audit to be conducted on the use of said grant funds, the audit to be conducted by an independent certified public accountant or firm;

FILED

DEC 1 6 2011

MARY JO SPINO COUNTY CLERK\_

- d. Process and receive payments for planning activities performing work for the EJAC WIB;
- e. Provide required reports to the State pursuant to fulfilling its role as Grant Recipient.
- 3. As the Administrative Entity/One-Stop Operator, FEC shall comply with P.L. 105-220 and all applicable Federal and State laws and regulations, and shall provide the following services to the EJAC WIB.
  - a. Advise the EJAC WIB in matters of policy and compliance with Federal and State regulations;
  - b. Be responsible for developing program priorities and goals consistent with the Job Training Plan approved by the EJAC WIB, and provide appropriate and necessary professional and support staff to carry out the Plan;
  - c. Develop budgets related to program activities and goals;
  - d. Oversee contract administration, performance evaluations and purchasing activities for EJAC WIB and in furtherance of the delivery of area-wide employment and training programs;
  - e. Provide staff training for local service providers and other subcontractors;
  - f. Prepare EJAC WIB minutes and agendas for permanent record and provide mail notification of all EJAC WIB meetings of the membership, elected officials and representatives of the news media;
  - g. Prepare and submit appropriate written reports to the Federal and/or State government regarding progress made and overall program management:
  - h. Comply with all Federal and State management circulars and accounting procedures;
  - i. Solicit public involvement and comments on the delivery of employment and training programs in the Eastern Jackson County Region;
  - j. Within available Workforce Investment Act funds, provide EJAC WIB with other support functions as needed, including, but not limited to, coordination with other agencies, fund raising, grant writing, program development and public relations.
- 4. This Agreement may be amended or modified at any time upon mutual written agreement of the parties to this Agreement.
- 5. This Agreement shall remain in effect from July 1, 2011 through June 30, 2015 and shall automatically renew, thereafter, for successive two year terms unless either

party notifies the other of its intention not to renew at least 90 days prior to the expiration of a two-year period.

- 6. If any term of provision of this Agreement of the application, therefore, to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such terms and provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If there is any conflict between the Act and any provision, hereof, the Act shall prevail.
- 7. It is the intention of the parties to this Agreement that the program be accomplished in the most expeditious manner compatible with the Workforce Investment Act program. The parties to the Agreement jointly affirm their intention to cooperate fully in the completion of the project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

FULL EMPLOYMENT COUNCIL 1740 PASEO KANSAS CITY, MISSOURI 64108 CHIEF ELECTED OFFICIALS EASTERN JACKSON COUNTY REGION

INDEPENDENCE, MISSOURI

EASTERN JACKSON COUNTY WORKFORCE INVESTMENT BOARD

EASTERN JACKSON COUNTY

BETTERMENT COUNCIL

**CHAIRPERSON** 

CO-CHAIRPERSON

EASTERN JACKSON COUNTY

BETTERMENT COUNCIL

LERK OF COUNTY