

LOCAL WORKFORCE INNOVATION AREA (LWIA) 18

CHIEF ELECTED OFFICIAL AND GRANT RECIPIENT/FISCAL AGENT AGREEMENT

This Agreement is entered into by the Chief Elected Official (CEO) of Local Workforce Innovation Area (LWIA) 18 and Danville Area Community College to be referred to as DACC for the purpose of this document. The CEO designates DACC as the Grant Recipient/Fiscal Agent to act on their behalf pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA).

While WIOA permits the CEO to designate an entity to serve on their behalf as grant recipient and fiscal agent, the CEO understands that this designation does not relieve them of their financial liability for any misspent funds. Under WIOA, the CEO retains ultimate liability for the repayment of any WIOA funds which have been misused or costs which have been disallowed.

The purpose of this Agreement is for the CEO to articulate their expectations of their designated Grant Recipient/Fiscal Agent and for the designated Grant Recipient/Fiscal Agent to acknowledge and accept these expectations.

A. Delegation of CEO Authority and Responsibilities

1. The CEO delegates to DACC the power and responsibility to enter into contracts, subcontracts, and other agreements; to receive, expend, and distribute funds; to develop and evaluate procedures for financial management; and to hire, organize, and train the staff needed to carry out their responsibilities.
2. DACC agrees to accept on behalf of the CEO all grant funds associated with Title IB of WIOA, as well as other related grants designed to help them carry out their purpose. This responsibility also includes funds available under the Trade Adjustment Act (TAA).
3. DACC agrees to disburse WIOA funds for allowable workforce innovation activities on behalf of the CEO. As required by law, these disbursements will occur at the direction of the local workforce board of LWIA 18, provided that the purpose for the disbursement is allowable, authorized and documented.
4. The CEO agrees to reimburse DACC for necessary and reasonable administrative costs for performing the duties of grant recipient/fiscal agent as reflected in an operating budget which DACC shall submit to CEO annually for approval.
5. DACC acknowledges that no providing for-profit is allowed and that any excess of revenue over its costs must be counted as program income and spent in compliance with WIOA program income requirements. DACC also acknowledges that interest earned on funds received under WIOA Title I must also be included in program income.

B. General CEO Expectations for Administration

1. The CEO expects DACC to comply with Federal and State law, regulation and policy established for WIOA programs.

2. The CEO expects DACC to comply with relevant circulars of the Office of Management and Budget. These include but are not limited to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR, Part 200 and DOL's Exceptions at 2 CFR 2900.

3. The CEO expects DACC to comply with all of the requirements under the Grant Accountability and Transparency Act (GATA).

4. The CEO expects DACC to identify and acquire an accounting system that will meet all the fund accounting and reporting requirements for WIOA programs.

5. The CEOs expect DACC to employ and train a sufficient number of qualified staff necessary to fulfill the duties of grant recipient/fiscal agent, subject to the limitations of an annual budget.

6. The CEO expects DACC to identify and train an Illinois Workforce Development System (IWDS) administrator who will administer the participant data management and reporting system.

7. The CEO expects DACC to continuously review operational policies and to make recommendations to the CEO to streamline or improve administration of WIOA programs.

8. The CEO expects DACC to establish and manage an appropriate system for the award and administration of grants and contracts, including monitoring of grants and contracts.

9. The CEO expects DACC to enter into written grant agreements or contracts only as needed and when clear goals and obligations are established.

10. The CEO expects DACC to monitor the implementation of all grants and contracts, and to fulfill the requirement on local areas to conduct program and financial monitoring not less frequently than annually.

11. The CEO expects DACC to take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Federal or State WIOA rules and policies.

12. The CEO expects DACC to closely monitor the life of all grant funds to ensure they are used to the maximum amount allowed under WIOA and to avoid any loss of funds allocated to the local workforce innovation area.

C. Procedural Expectations of CEO:

1. The CEO expects DACC to develop all required procedures for program planning, evaluation, and quality improvement systems of behalf of the CEO.

2. The CEO expects DACC to develop a property control system that meets all Federal and State requirements and that provides for a full accounting of all property and equipment purchased with WIOA funds.

D. Services Expectations of CEO:

1. The CEO expects DACC to remain an honest broker for service planning and resource allocation. The CEO expects DACC decisions to be transparent and based on the good of participants and the service delivery system within the local workforce innovation area as a whole.

2. The CEO expects that DACC shall not exclude any participant from program participation, deny any participant benefits, subject any participant to discrimination, or deny employment to any participant because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

3. The CEO expects DACC to organize and execute its grant recipient and fiscal agent responsibilities to assure the fair and equitable allocation of grant funds across all counties within the local workforce innovation area. Planning and resource allocation decisions shall be based on current labor market information, the number unemployed, the population of the various counties, the number of plant closings and mass layoffs, and the unique needs of the communities within each county. DACC will make these determinations transparently and keep the CEO informed about these planning and resource allocation decisions.

E. Reporting Expectations of CEO

1. The CEO expects DACC to provide the following information bi-monthly:

a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to LWIA 18, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEO may identify in conjunction with the execution of their responsibilities under this Agreement.

b. Reports and other documents that summarize current program performance in LWIA 18 against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding or failing to meet each performance standard.

c. Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEO retain ultimate responsibility.

2. The CEO expects DACC to meet with the CEO as needed for updates, etc.

F. Separation of Duties:

1. The CEO expects DACC to follow all separation of duties and conflict of interest requirements under WIOA.

G. CEO Expectations Related to Liability

1. The CEO will hold DACC accountable for all occurrences of expenditures or costs that violate WIOA requirements. This includes disallowed costs resulting from DACC's failure to apply or properly interpret WIOA requirements; negligence; DACC's failure to follow accepted standards or financial management; or other failure to safeguard WIOA funds on behalf of CEO. CEO agree that all agreements or contracts with service providers shall include provisions that require the service provider to be responsible for disallowed costs resulting from the service provider's known failure to apply or properly interpret WIOA requirements, gross negligence, the service provider's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of CEO.

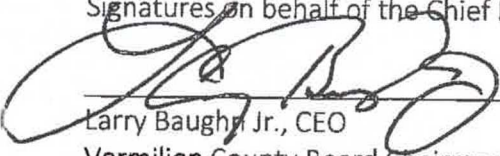
H. Other Expectations of CEO

1. The expectations identified in this Agreement are not comprehensive nor intended to be. Instead, they establish a baseline set of expectations to guide DACC in its role as grant recipient and fiscal agent.
2. The CEO expects to work in partnership with DACC to safeguard WIOA funds and to assure that the funds available in LWIA 18 are used for the maximum benefit of citizens in Vermilion County.
3. The CEO will provide leadership and guidance to the Vermilion County Workforce Innovation Board (VCWIB) and expects the full cooperation of the VCWIB with the CEO and DACC. If the VCWIB fails to cooperate or fails to act in a way beneficial to the successful operation of services or programs under the control of the CEO, the CEO will take appropriate action to require the cooperation of the VCWIB, up to and including the appointment of new members to the VCWIB.

I. Effective Date

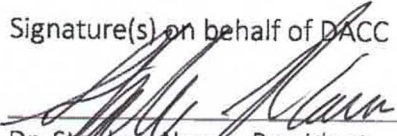
This Agreement shall become effective on October 3, 2018 and continue from year-to-year unless either the CEO or DACC initiate steps to terminate it. If either the CEO or DACC plans to terminate this Agreement, a minimum of 60-days-notice in writing shall be given to the other as to this intent.

Signatures on behalf of the Chief Elected Official for LWIA 18:



Larry Baugh Jr., CEO
Vermilion County Board Chairman

Signature(s) on behalf of DACC

 10/5/18

Dr. Stephen Nacco, President
Danville Area Community College