

CHIEF ELECTED OFFICIAL AND LOCAL WORKFORCE DEVELOPMENT BOARD PARTNERSHIP AND FISCAL AGREEMENT

1. Parties and Purpose

1.1 Parties.

This agreement is made between the Lancaster County Board of Commissioners, the Chief Elected Officials, hereinafter referred to as the **County**, a political subdivision of the Commonwealth of Pennsylvania, and the **Lancaster County Workforce Development Board (LCWDB)**, a private not-for-profit corporation with Directors appointed by the **County**.

1.2 Purpose.

The purpose of this agreement is to define the roles and responsibilities of the **County** and the **LCWDB** as they relate to the local governance structure and fiscal responsibilities as defined in the Workforce Innovation and Opportunity Act of 2014, and its amendments and any and all successor legislation then in effect. Such legislation regardless of name, shall be referred to as **WIOA** if it is the law then in effect.

1.3 WIOA.

The term **WIOA** shall also include all directives of the Commonwealth of Pennsylvania, including but not limited to, the United States Department of Labor, the Pennsylvania Department of Labor and Industry, the Pennsylvania Department of Human Services, any and all regulations issued by the Commonwealth, the Workforce System Policy Directives, and any and all other requirements of the Commonwealth of Pennsylvania or any other governmental authority.

2. Term of Agreement

This agreement is effective March 1, 2023 and will expire June 30, 2024. Either party may terminate or renegotiate this Agreement by giving the other party a written notice at least sixty (60) days in advance of its intention to do so. Any changes to the terms of the Agreement must be done in writing with the mutual agreement of both parties.

3. Roles and Responsibilities

The roles and responsibility of the **County** and **LCWDB** are set forth as follows: **3.1.1**

Appointment of Members of the Board

The WIOA Section 107(b) authorizes the Chief Elected Officials to appoint Directors to the **LCWDB** as required by WIOA. All Directors shall be appointed by the **County** as required by the WIOA.

3.1.2 The **LCWDB** shall assist the **County** in ensuring the membership of the **LCWDB** is compliant with the WIOA. The **LCWDB** and the **County** agree to recruit board members and seek nominations from organizations and sectors of the Lancaster

County economy, and geographic regions of the **County**. The **LCWDB** and **County** shall provide the other with copies of any nominations received.

- 3.1.3** The **LCWDB** shall immediately notify the **County** if membership falls out of compliance with the WIOA. The **County**, with assistance from the **LCWDB**, shall take steps to appoint board members to bring the **LCWDB** back into compliance.
- 3.1.4** The **LCWDB** shall elect a chairperson in accordance with the WIOA and immediately notify the **County** of such appointment and provide the chairperson's contact information.
- 3.1.5** Shall it become necessary to remove a board member in accordance with the WIOA, either party shall notify the other immediately of the cause for removal. In accordance with the WIOA, the **County** retains the authority to remove members.

3.2 Employees

It is expressly agreed and acknowledged that the County shall have no oversight, management or control over any of the employees of the LCWDB. The County shall not be considered a joint employer of any employee of the LCWDB up to and including the Director of the LCWDB.

3.3 Local Plan Development and Approval

3.3.1 The **LCWDB** will be responsible, in partnership with the **County**, for developing the strategic local board plan and other related plans for Workforce Innovation and Opportunity Act services. The **LCWDB** will utilize connections with local economic development entities to assist in the development of the plan. A draft of the Local Plan shall be submitted to the **County** for review and comment prior to adoption by the **LCWDB**. The draft plan will be presented by the **LCWDB** at a public meeting of the **County** Board of Commissioners.

3.3.2 Any differences of opinion between the **County** and the **LCWDB**, whether on development of the plan or any required agreements or the oversight of activities will be resolved through consultation between the parties in the first instance, or if that is unsuccessful, through the assistance of an impartial conciliator agreed upon by the parties, which may include one or more representatives of the Commonwealth of Pennsylvania, Department of Labor and Industry, Bureau of Workforce Development Administration (herein "PA L&I").

3.4 Budget Development and Approval

3.4.1 Budget Development

Step 1 - **LCWDB** shall develop an annual operating budget. The budget will be based on fiscal year allocations of funds available.

3.4.2 LCWDB Budget Recommendation

Step 2 - The proposed budget shall be submitted by the **LCWDB** for review and recommendation for approval by the **County**.

3.4.3 Chief Elected Official Approval.

Step 3 - Upon submittal of the proposed budget by the **LCWDB**, the **County** shall, in a public meeting, review and comment, on the budget and shall provide its approval or recommendations for any changes. If changes are made, the **LCWDB** will resubmit the revised budget for approval by the **County**.

3.4.4 LCWDB Approval

Step 4 - Upon approval by the **County**, the **LCWDB** shall take action at a public meeting to adopt the budget.

3.5 Workforce System Operator

3.5.1 The **LCWDB**, with agreement by the **County**, will procure the One-Stop Operator in alignment with any such regulations issued applicable to WIOA and with guidance from the PA Department of Labor & Industry (PA L&I). This procurement is completed in accordance with all regulations currently applicable.

3.5.2 The **LCWDB** will conduct oversight and evaluation of services and activities conducted by the One-Stop Operator sufficient to judge its effectiveness in achieving required performance standards, including customer satisfaction, and its alignment with the Board's strategic objectives

4. Workforce Development Board Policy

4.1 The **LCWDB** has and will institute policy based on requirements of WIOA and subsequent clarifying regulations. Such policy is intended to establish a framework in which to provide services in compliance with the aforementioned laws and regulations.

4.2 On occasion when it is recognized by the **LCWDB** that an existing policy needs to be updated or a new policy is required, the following process will be followed: The new policy/update will be drafted at the staff level. The suggested policy/update will be reviewed by the **LCWDB** Executive Committee for recommendation of approval by the **LCWDB**. Final **LCWDB** approval will occur at the next scheduled **LCWDB** meeting of the **LCWDB** directors.

5. Fiscal Agent

The **County** has previously appointed the **LCWDB** as fiscal agent, and its appointment is hereby confirmed by this Agreement. (All references to fiscal agent shall mean the **LCWDB** as applicable, for the purposes of this Agreement.) The **County** reserves the right to remove with or without cause **LCWDB** as fiscal agents.

5.1 **Contracts**

The **LCWDB** as fiscal agent oversees the contracting process with service providers.

Contracts shall at minimum include:

- 5.1.1 A Statement of Work covering the services to be provided, measurable outcomes and penalty provisions.
- 5.1.2 Catalog of Federal Domestic Assistance title and number
- 5.1.3 Award name and number.
- 5.1.4 Federal agency and pass-through state agency.
- 5.1.5 Funding availability timeframes.

5.2 **Documents**

All documents shall be maintained in accordance with established records retention requirements of the **LCWDB**.

5.3 **Reporting**

As fiscal agent, the **LCWDB** is responsible for submitting accurate and timely financial status reports, making adjustments when necessary and ensuring reporting mechanisms are uniform. Additionally, the fiscal agent is responsible for ensuring expenditures are allocated against appropriate cost categories and with cost limitations as specified in federal and state statutes, regulations and policies.

5.4 **Reconciliation**

As fiscal agent, the **LCWDB** is responsible for:

- 5.4.1 Reconciling records and reports in a timely manner and at least on a quarterly basis.
- 5.4.2 Reviewing and updating, if necessary, its reconciliation process on an annual basis.
- 5.4.3 Ensuring that combined disbursements, receipts, accruals, obligations and cash balances of sub-grantees and the fiscal agent match those reported to the PA L&I.

5.5 **Monitoring**

As fiscal agent, the **LCWDB** is responsible for:

- 5.5.1 Overseeing and monitoring the fiscal activities of the local workforce development area, subrecipients, service providers and **contractors**.
- 5.5.2 Communicating all fiscal related audit findings, including any corrective actions, to the **LCWDB, the County**, and sub-recipients.
- 5.5.3 Providing technical assistance to service providers regarding financial issues.

6. **Memorandum of Understanding**

With regard to other programming issues, the **County** empowers the **LCWDB** to act on its behalf with an established process for reviewing all delegated matters, including:

- 6.1.1 Policy related to the portion of the statewide system within Lancaster County;
- 6.1.2 Oversight of the One-Stop system, youth activities, and employment and training activities for the area
- 6.1.3 The selection and certification of One-Stop operators;
- 7.1.4 Results of negotiations on local performance measures;

7. **Communication**

The **LCWDB** shall regularly inform the **County** on actions taken. This is accomplished through:

- 7.1.1 Providing the **County** with notice of all Board meetings when the yearly schedule is released and when any changes to the schedule are made.
- 7.1.2 Sending the minutes of the Board meetings to the **County**.
- 7.1.3 Meetings between the **County** and **LCWDB** representatives, which shall occur from time to time each year.
- 7.1.4 Transmitting annual audits and monitoring reports from agencies of the Commonwealth or federal Government to the **County**.

8. **Assurances**

8.1 As fiscal agent, the **LCWDB** assures that it:

- 8.1.1 Will receive and manage all federal, state or local funds allocated to the local workforce investment area.
- 8.1.2 Is responsible for the receipt, disbursement, accounting and reporting of all funds related to program operations based on the federal state or local funds allocated to the local workforce development area.
- 8.1.3 Will maintain adequate systems of internal control over cash to ensure compliance with rules and regulations, to include a description of the internal control system to be used. Changes to internal control duties shall be brought to the **County** for concurrence and approval per WIOA requirements.
- 8.1.4 Has processes in place to approve draw requests from and issue funding to sub-recipients and vendors.

8.2 The **LCWDB** will negotiate with the Governor, through PA L&I, to reach agreement on performance measures.

8.3 **Hold Harmless**

The **LCWDB** shall indemnify, defend and hold harmless the **County**, its employees, elected and appointed officials, attorneys and insurers of and from any and all claims, demands, actions, causes of action of any kind whatsoever by or on behalf of any employee or former employee of the **LCWDB** arising from their employment and/or separation of employment from the **LCWDB**. Moreover, the **LCWDB** shall name the **County** as an additional insured on any insurance policy providing coverage for any claim, demand, action, cause of action by or on behalf of any employee or former employee of the **LCWDB**

arising from their employment and/or separation of employment from the **LCWDB**. This provision shall apply regardless of whether it is determined that the **County** is a joint employer of any such employee.

- 8.4 The **County** and the **LCWDB** will continue to support the PA CareerLink[®] service delivery system in Lancaster County.
- 8.5 The **LCWDB** will promote private sector involvement in the statewide workforce development system.
- 8.6 The **LCWDB** will carry out regional planning activities required by the Commonwealth in accordance with WIOA, and any applicable clarification or regulations.
- 8.7 The **LCWDB** shall conduct business in a transparent manner by making available to the public information about its activities, including the local plan before submission; membership; designation of the One-Stop Operator; the awards of grants or contracts; and minutes of **LCWDB** Board meetings.

9. Amendments, change, or election.

- 9.1 Only the **County** or the **LCWDB** have the authority to amend or modify this Agreement. Any such amendments or modifications must be agreed to by both parties and in compliance with WIOA and any applicable clarification or regulations. Any such amendment or modification will become part of this Agreement.
- 9.2 Any amendment or modification, notice of an election/appointment of a new Board of Commissioners, or notice of an election/appointment of a new **LCWDB** chair will be maintained by **LCWDB** staff and made available for monitoring by PA L&I.
- 9.3 In the event of the election/appointment of a new Board of Commissioners and/or a **LCWDB** chairperson, the newly elected/appointed individual(s) must submit a written statement within 120 days of starting in office, to the acknowledging the following:
 - 9.3.1 That they have read, understand, and will comply with the current partnership and fiscal agreement; and
 - 9.3.2 That they reserve the option to request negotiations to amend the partnership and fiscal agreement at any time during the individual's tenure.

10. Severability

If any term or provision of this Agreement, or any application thereof, shall be held invalid or non-enforceable, the remaining terms and provisions of this Agreement, or the

application of such terms or provisions, which have been held valid or enforceable, shall not be affected thereby.

11. Authority of the Parties

11.1 Authorized signatures.

This agreement must be signed by the current Commissioners of Lancaster County, or their designee, and by the Chair of the Lancaster County Workforce Development Board representing the Board and the fiscal agent. This Agreement may be executed in any one or more counterparts, the originals of which, when taken together and bearing the signatures of all parties to this Agreement shall constitute one in the same Agreement. This Agreement is hereby executed by the parties on the date set forth below.


11.2 Authority of chief elected official(s) and fiscal agent signatory.

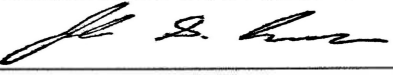
The individuals signing this agreement have the authority to commit the parties they represent to the terms of this Agreement and do so by signing below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Approved:

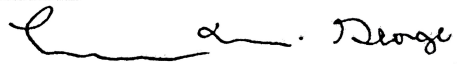
LANCASTER COUNTY

BY: 
Commissioner Ray D'Agostino

BY: 
Commissioner Joshua Parsons


BY: 
Commissioner John Trescot

Attest:


Lawrence George, Chief Clerk

Approved:

**LANCASTER COUNTY WORKFORCE
DEVELOPMENT BOARD**

BY: 
Jodi Pace, Chairperson

(Signature page to Chief Elected Official and
Local Workforce Development Board Partnership and Fiscal Agreement)