

# **Attachment 5**

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**AGREEMENT FOR  
CAUCUS OF LOCAL ELECTED OFFICIALS  
SOUTHEAST REGION OF MISSOURI**

**THIS AGREEMENT** made and entered into this 1 of, April 2022, by and for the thirteen counties of Bollinger, Cape Girardeau, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, St. Francois, Ste. Genevieve, Scott, and Stoddard in the State of Missouri (referred to hereafter as Southeast Regional Caucus);

**Whereas**, the County Commissioners of the aforementioned counties as the Southeast Regional Caucus did previously adopt resolutions authorizing and creating the Southeast Regional Workforce Development Area and the Workforce Development Board of Southeast Missouri (WDB);

**NOW THEREFORE**, the Southeast Regional Caucus hereby agrees to the following:

**SECTION 1:** The aforementioned counties are hereby constituted as a Southeast Regional Caucus for the purposes of Section 107(c)(1)(B) of Public Law 113-128, of the Workforce Innovation and Opportunity Act (WIOA);

**SECTION 2:** The presiding commissioner of each of the aforementioned counties (or their designee associate commissioner) shall constitute the Southeast Regional Caucus of Local Elected Officials for the purpose of appointing individuals to serve as board members of the Workforce Development Board of Southeast Missouri for the Southeast Region under Section 107(c)(1)(A) of the Workforce Innovation and Opportunity Act (WIOA);

**SECTION 3:** The Southeast Regional Caucus shall elect from its membership a Chairperson (known as the Chief Local Elected Official) and Vice Chairperson to serve for a term of two years or until a successor is elected or appointed. Vacancies in either of these offices shall be filled by an election for the remaining portion of the unexpired term(s). The Chief Local Elected Official shall be permitted to sign documents for and upon behalf of the Southeast Regional Caucus. Upon request by the Southeast Regional Caucus, the Workforce Development Board of Southeast Missouri will appoint a staff member to act as the clerk for the Southeast Regional Caucus;

**SECTION 4:** The Southeast Regional Caucus may adopt bylaws or other operational guidelines, or may amend this Agreement, by the affirmative vote of a majority of the Southeast Regional Caucus present at any regular meeting of the Southeast Regional Caucus, provided that written copies thereof are mailed to each member of the Southeast Regional Caucus at least seven (7) days prior to consideration of the proposed action;

**SECTION 5:** The Southeast Regional Caucus shall execute an agreement with the WDB specifying the roles and responsibilities of each party to the agreement. The agreement shall be reviewed and ratified, or changed, at least once each year to ensure it maintains relevancy and consistency with Section 107 of the Workforce Innovation and Opportunity Act (WIOA);

**SECTION 6:** The Southeast Regional Caucus shall review and approve local plans and plan modifications prepared by the WDB concerning the use of Workforce Innovation and Opportunity Act (WIOA) funds. In the event a local plan submitted for the approval of the Southeast Regional Caucus is not approved, the Southeast Regional Caucus shall detail the correction action necessary by the WDB to secure approval;

**SECTION 7:** As required by Section 107(c)(B)(i) of the Workforce Innovation and Opportunity Act (WIOA), the local elected officials of the local area shall serve as the grant recipient of WIOA funds, and shall be liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Act. In order to assist in the administration of these grant funds, the local elected officials have the option of designating an entity to serve as the local grant sub recipient for the local area. The Caucus of Local Elected Officials has selected the Workforce Development Board of Southeast Missouri (WDB) to assist in the administration of these grant funds as the local grant sub recipient and fiscal agent;

**SECTION 8:** While the liability for the misuse of grant funds is passed on to the WDB and in turn on to subcontracted program operators, the ultimate liability for misuse of funds does not detach from the local elected officials. In the event of misuse of funds that cannot be resolved any other way, the entity responsible for the misuse will be the first accountable for repayment. If this party is unable to satisfy the debt, responsibility will revert to the WDB, and if for any reason there remains liability beyond the WDB's ability to repay, the remaining liability will be apportioned among the thirteen counties of the Southeast Region based on each county's level of participation in the specific disallowed cost. If the liability is a generalized debt over all thirteen counties, the liability to each county shall be proportionate to the number of participants served in that county for the same year in which the misuse of funds occurred.

**SECTION 9:** This Agreement shall be effective when approved by resolutions adopted by each county party hereto and signed by the presiding commissioner (or their designee) of each county. This Agreement supersedes any and all prior written agreements of a similar nature under Public Law 113-128, the Workforce Innovation and Opportunity Act.

**IN WITNESS THEREOF,** the parties hereto have caused this Agreement to be executed as shown by the signature of the presiding commissioner (or designee) of each county party, as follows:

# **CHIEF LOCAL ELECTED OFFICIALS SOUTHEAST REGION OF MISSOURI BY-LAWS**

## ***Preamble***

WHEREAS, the counties of Bollinger, Cape Girardeau, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, St. Francois, Ste. Genevieve, Scott, and Stoddard have been duly constituted themselves to be the Southeast Region of Missouri Local Elected Officials (referred to hereafter as Southeast Regional Caucus).

NOW THEREFORE, the Southeast Regional Caucus do hereby adopt the following by-laws:

## **ARTICLE I Caucus Established**

The counties of aforementioned do hereby constitute themselves to be the Southeast Regional Caucus for the purpose of the Workforce Innovation and Opportunity Act (WIOA).

## **ARTICLE II Governance**

### **2.1 Southeast Regional Caucus**

The Southeast Regional Caucus shall be governed by the members consisting of the Local Elected Officials of each of the thirteen (13) counties or his/her designee thereof, as provided hereinafter.

- a. The Presiding Commissioner shall be the Local Elected Official or his/her designee of the thirteen (13) counties listed in the Preamble of these by-laws.
- b. The Local Elected Official may designate an alternate representative from their local government entity to attend and participate in the Caucus meetings on the Local Elected Official's behalf. However, this designee shall not possess the right to vote on behalf of such Local Elected Official, unless the proxy voting is as outlined in Article 2.5 of the Southeast Regional Caucus By-Laws.

### **2.2 Officers**

- a. Every odd year in December, the Southeast Regional Caucus shall elect from its membership a chairperson (referred to hereafter as Chief Local Elected Official, CLEO), a Vice-Chairperson (referred to hereafter as the Vice-Chief Local Elected Official, Vice- CLEO) and such other officers as may be provided in the Southeast Regional Caucus by- laws for a term of two years or until a successor is elected. Vacancies shall be filled by

election for the remainder of the unexpired term. The Southeast Regional Caucus shall elect from its membership a Secretary.

- b. The CLEO shall preside over meetings of the Local Elected Officials, be responsible for managing the affairs of the Caucus and serve as the Chief Local Elected Official under the Workforce Innovation and Opportunity Act. The CLEO shall sign all documents as authorized by the Act.
- c. The Vice-CLEO shall perform the duties of the CLEO in his/her absence.
- d. The Southeast Regional Caucus Secretary shall be responsible for the taking, recording, duplicating, distributing and filing of all minutes of the Southeast Regional Caucus meetings and shall be responsible for keeping a record on file of all official public records and correspondence of the CLEO's.

### **2.3 Meetings**

- a. The Local Elected Officials shall meet in December of each calendar year. The Southeast Regional Caucus Secretary shall provide meeting notices, copies of the previous meeting's minutes and an agenda of any business to be discussed to all Southeast Regional Caucus members at least five (5) calendar days prior to the date of each meeting.
- b. A quorum shall consist of a simple majority of the Local Elected Official's duly representing member counties present at a meeting or present by telephone/internet connection. The business of the Southeast Regional Caucus must be conducted in order to serve participant and businesses in a timely manner; therefore, the Local Elected Officials will make every conscientious effort to be in attendance at the annual meeting. To assure that the Local Elected Officials may conduct business timely and to assure a quorum, members may connect to the annual meeting by telephone/internet.
- c. Special meetings may be called when requested by the CLEO, Local Elected Official, WIOA Chairperson and/or WIOA President/COO with at least five (5) in advance.
- d. Conference calls and/or internet connection meetings may be held to conduct business that is necessary prior to the next regular Commissioner or WIOA Board meeting. A forty-eight (48) hour notice will be emailed or texted to the Local Elected Officials and notice will be posted. These calls will be open to the public and access numbers will be provided on the notice.
- e. Agreements, local plans and budgets under Public Law requiring CLEO approval and any amendments thereto, shall be approved by simple majority vote of the members present or connected by telephone/internet at a meeting of the Local Elected Officials prior to

execution by the CLEO. Local Plan Modifications required by the state may be "signed off" by the CLEO who has authority to sign the approval letter by the other members without a special called meeting or conference connection.

**2.4 Proxies** - Absent members of the Local Elected Officials may authorize another member of such member's Commission to stand as their proxy. Such proxy authorization shall state the date, name of absent member and name of the proxy; include a notarized signature of the absent member; and shall be submitted to the Clerk of the Local Elected Officials at or prior to the meeting(s) for which the proxy is effective. If the proxy authorization is properly executed and submitted, the proxy may act with all powers of the absent member.

**2.5 Parliamentary Authority** - Meetings of the Local Elected Officials shall be conducted according to the procedures contained in Robert's Rules of Order, revised and in accordance with the Missouri Sunshine Law.

**2.6 Local Elected Official Records** - The Southeast Regional Caucus Secretary shall keep meeting notices, copies of the previous meeting's minutes and agendas in their office.

### **ARTICLE III**

#### **Functions of the Local Elected Officials**

The Southeast Regional Caucus shall perform the following functions for Local Elected Officials, as specified in Public Law 113-128, the Act:

**3.1 GRANT RECIPIENT. - IN GENERAL.** -The Local Elected Official in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under sections 128 and 133.

**3.2 DESIGNATION.** The Southeast Regional Caucus may designate an entity to serve as local grant sub-recipient or as local fiscal agent; such designation shall not relieve the Local Elected Officials/ Southeast Regional Caucus of liability for any misuse of grant funds. In the event of grant funds that cannot be recovered, in whole or in part, from the sub-recipient or fiscal agent responsible for the misuse, the Workforce Innovation and Opportunity Act (WIOA) Board shall repay an amount equal to the amount of the misused funds that cannot be recovered. Any misused funds will be reimbursed through a claim on the board's liability insurance. If the claim is not covered by the insurance, or the payment is not sufficient to reimburse the misused funds, the balance will be settled with stand-in costs. Should the WIOA Board be unable to provide funds in an amount sufficient to repay the amount of misused funds that cannot be recovered; any remaining amount of misused funds must be reimbursed by the local government, (see Agreement for Southeast Regional Caucus of Local Elected Officials, Southeast Region of Missouri).

**3.3 REGIONAL PLANNING.** -The local WIOA Board and the Southeast Regional Caucus in each planning region described in sub-paragraph (B) or (C) of sub-section (a) (2) shall engage in a regional planning process.

**3.4 SELECTION OF ONE-STOP OPERATOR.** - Consistent with section 121(d), the



local board, with the agreement of the Southeast Regional Caucus for the local area shall designate or certify one-stop operator as described in section 121(d)(2)(A); and may terminate for cause the eligibility of such operator.

**3.5 PROGRAM OVERSIGHT.** - The local board, in partnership with the Southeast Regional Caucus for the local area, shall conduct oversight for local youth WIOA activities authorized under section 129(c), local employment and training activities authorized under sub-sections(c) and (d) of section 134, and the one-stop delivery system in the local area; and ensure the appropriate use and management of the funds provided under sub-title B for the activities and system described in clause (i); and (B) for WIOA activities, ensure the appropriate use, management, and investment of funds to maximize performance outcomes under section 116.

**3.6 BUDGET AND ADMINISTRATION.** - (A) BUDGET. - The local board shall develop a budget for the activities of the local board in the local area, consistent with the local plan and the duties of the local board under this section, subject to the approval of the Southeast Regional Caucus. (A) ADMINISTRATION. - (i) GRANT RECIPIENT. -IN GENERAL. -The Southeast Regional Caucus in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under sections 128 and 133, unless the Southeast Regional Caucus reaches an agreement with the Governor for the Governor to act as the local grant recipient and bear such liability. (II) DESIGNATION. - In order to assist in administration of the grant funds, the Southeast Regional Caucus or the Governor, may designate an entity to serve as a local grant sub-recipient for such funds or as a local fiscal agent. Such designation shall not relieve the Southeast Regional Caucus or the Governor of the liability for any misuse of grant funds as described in Section 3.2. (III) DISBURSAL. - The local grant recipient or an entity designated under sub-clause (II) shall disburse the grant funds for WIOA activities as the direction of the local board, pursuant to the requirements of this title. The local grant recipient or entity designated under sub-clause (II) shall disburse the funds immediately on receiving such direction from the local board.

**3.7 NEGOTIATION OF LOCAL PERFORMANCE ACCOUNTABILITY MEASURES.** - The local board, the Southeast Regional Caucus, and the Governor shall negotiate and reach an agreement on local performance accountability measures as described in section 116(c).

**3.8 APPOINTMENT OF BOARD MEMBERS AND ASSIGNMENT OF RESPONSIBILITIES.-IN GENERAL.** -The Southeast Regional Caucus in a local area is authorized to appoint members of the local board for such area, in accordance with the State of Missouri criteria established in OWD's most current policy on Board Membership.

**3.9** Perform any other duties or obligations conferred upon the Local Elected Officials as designated under the Act.

## **ARTICLE IV Amendments**

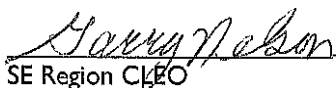
4.1 Amendments may be proposed to the CLEO in writing by any Southeast Regional Caucus member. By-laws or amendments may be adopted by the affirmative vote of the majority of the

entire Southeast Regional Caucus membership at any meeting called for that purpose.

4.2 Copies of all proposed amendments shall be furnished in writing to each member of the Southeast Regional Caucus at least five (5) calendar days prior to consideration.

**Workforce Innovation and Opportunity Act (WIOA) enacted July 22, 2014**

The by-laws, including revisions, are presented to the Southeast Regional Caucus, reviewed annually, and adopted in accordance and to align with Public Law 113-128, the Workforce Innovation and Opportunity Act:

  
SE Region CEO

7/28/22  
Date