

**AGREEMENT BETWEEN  
THE CONSORTIUM OF CHIEF LOCAL ELECTED OFFICIALS OF  
CHESTER, LANCASTER, AND YORK COUNTIES  
AND  
THE CATAWBA WORKFORCE DEVELOPMENT BOARD  
AND  
THE CATAWBA REGIONAL COUNCIL OF GOVERNMENTS**

The Catawba Workforce Development Area (LWDA) is comprised of the South Carolina counties of Chester, Lancaster, and York. This Agreement is entered into by and between the Catawba Regional Council of Governments (CRCOG), the Catawba Workforce Development Board (LWDB), and the Counties of Chester, Lancaster, and York (Consortium) by and through, and duly adopted and authorized by the governing bodies of said counties in order to (1) determine the distribution of fiscal liability among the CEOs; (2) designate an entity to serve as the local grant recipient and fiscal agent for the area; (3) delineate the relationship among the CEOs for the purpose of implementing the provisions of WIOA; and (4) address the appointment of individuals to the local workforce board.

The Chief Elected Officials of the Consortium of Counties Functions:

- (1) **Fiscal Liability:** CEOs, on behalf of the consortium member county, serve as the local grant recipient for, and shall be liable for any misuse of the grant funds allocated to the local area. Fiscal liability shall be based on the proportionate share of the county allocation of funds for the program year.
- (2) **Local Grant Recipient/Fiscal Agent:** In order to assist in administration of the grant funds, the CEOs designate Catawba Regional Council of Governments (CRCOG), to serve as the local grant sub recipient/local fiscal agent and Administrative Entity for all WIOA funds allocated to the local area. CRCOG shall approve the budget developed by the LWDB, consistent with the local plan and the duties of the local board. All WIOA financial records and reports of expenditures will be maintained at and generated by CRCOG on behalf of the Consortium of Counties. CRCOG will disburse the funds in accordance with provisions of WIOA, the approved budget, grant provisions, and the applicable uniform administrative requirements cost principles as promulgated in circulars or rules of the Office of Management and Budget.
- (3) **Chief Elected Officials (CEOs):** Each County Council Chair or County Supervisor is authorized to act as signatory officials in regard to documents related to the WIOA for the Consortium.
- (4) **Appointment of board members:** The LWDB will be comprised in accordance with WIOA Section 107 and with the criteria established by the Governor in partnership with the State Workforce Development Board (SWDB). See State Instruction Number 14-03, Change 1, attached hereto.

LWDB, CRCOG and CEO Joint Functions (“in partnership”, “in collaboration”):

- (1) Develop and submit the WIOA required local and regional plans, including modifications to the Governor.
- (2) Conduct oversight for local youth workforce activities, local adult and dislocated worker employment and training activities, and the one-stop delivery system in the local area; and ensure the appropriate use and management of the funds provided for workforce

development activities, ensure the appropriate use, management, and development of funds to maximize performance outcomes.

- (3) Negotiate and reach agreement with the Governor on local performance accountability measures described in WIOA.
- (4) Consistent with WIOA, designate or certify SC Works Centers/one-stop operators, and may terminate for cause the eligibility of such operators.

#### LWDB and CRCOG Joint Functions:

- (1) Conduct workforce research and regional labor market analysis to assist in the local plan development and implementation.
- (2) Convene local workforce development system stakeholders.
- (3) Engage a diverse range of employers in the region.
- (4) Develop and implement career pathways, with representatives of secondary and postsecondary education programs.
- (5) Identify and promote proven and promising strategies and initiatives for meeting the needs of customers (employers, workers and jobseekers).
- (6) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for customers.
- (7) Identify strategies for better meeting the needs of individuals with barriers to employment.
- (8) Select operators and providers of youth workforce activities, eligible providers of training services and eligible providers of WIOA services.
- (9) Coordinate activities with education and training providers in the local area.
- (10) Annually assess the physical and programmatic accessibility of all one stop (SCWorks) centers in the local area.

#### CRCOG Administrative Entity Functions:

- (1) Administer WIOA funds on behalf of the Catawba Workforce Development Area and the Consortium of Counties, and disburse such funds at the direction of the Catawba Workforce Development Board, and with the approval of the Administrative Entity.
- (2) Generate and maintain all WIOA financial records and reports of expenditures on behalf of the Consortium of Counties. CRCOG will disburse the funds in accordance with provisions of WIOA, grant provisions, and the applicable uniform administrative requirements cost principles as promulgated in circulars or rules of the Office of Management and Budget.
- (3) Contract for or directly provide services and staff necessary to implement and meet the goals and objectives of WIOA consistent with the local and region plans.
- (4) Monitor and evaluate performance.
- (5) Assume appropriate liability and insure fiscal accountability for all WIOA funds through agency-approved accounting system and insurance coverage.
- (6) Generate financial and performance reports as required by the LWDB, chief elected officials and the Governor.

#### **Identification Signatory Officials**

The Executive Director of the Catawba Regional Council of Governments shall serve as signatory official for the Administrative Entity.

The Chairman of the Workforce Development Board shall serve as signatory official for the Workforce Development Board.

The County Council Chair or County Supervisors shall serve as signatory officials for the Chief Elected Officials.

The parties acknowledge this is the only agreement between them relative to the matters as set forth herein and in any attached exhibits.

The terms of this agreement will take effect upon the full execution date of this document, and will continue in effect until such time as any party will modify, extend, or terminate this Agreement in writing as follows:

- Modification, Renewal or Extension of this Agreement may be made by the written mutual consent of the parties hereto, including email. Oral modifications shall have no effect.
- If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.
- Any party may terminate this Agreement upon one hundred eighty (180) days written notice to the all remaining parties, and to the Governor, and after appropriate public hearing.

\_\_\_\_\_  
Wylie Frederick, Chester County Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Harper, Chairman Lancaster County Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christi Cox Chairman York County Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Duralia, Chairman, Workforce Development Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
J R Imler  
Executive Director, Catawba Regional Council of Governments

\_\_\_\_\_  
Date