

**Chief Elected Officials of the Southeast Arkansas Workforce Development Area
and
Southeast Arkansas Economic Development District, Inc.**

**Southeast Arkansas Workforce Development Area
Fiscal Agent Agreement**

ADDENDUM OF ACKNOWLEDGEMENT

The newly elected CEO Chairman acknowledges that he has read, understands, and will comply with this Agreement, and reserves the option to request negotiations to amend the Agreement at any time during the CEO's tenure of office.

This Agreement and any amendments hereto shall be effective between and among each unit of local government adopting this Agreement as of the date of the signing by the CEOs and SEAEDD Executive Director, pursuant to the Governor's designation of the aforementioned 10 counties, for execution of activities authorized by WIOA. This Agreement becomes effective upon acceptance by all parties for execution of activities authorized by WIOA and shall remain in force until such time as the CEOs Chair or SEAEDD Executive Director calls for a modification, amendment, alteration of the terms or conditions contained herein.

The CEO Chair executing this Agreement is properly authorized to do so.

Authorized Signatures:

This addendum of acknowledgement shall be effective 2/16/23, and is entered into by and on the behalf of:



Chairman of Chief Elected Officials of Southeast Arkansas

Date

2/16/23

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The Workforce Innovation and Opportunity Act of 2014 (WIOA), enacted by the Congress of the United States and signed into Law by the President of the United States has prescribed a unified workforce investment system that increases the employment, retention, and earning of participants, and increases the attainment of recognized post-secondary credentials by participants and as a result improves the quality of the workforce, reduces welfare dependency, increases economic self-sufficiency, meets the skill requirement of employers and enhances the productivity of the Nation.

In accordance with WIOA Section 107(d)(12)(B)(i)(II), in order to assist in administration of the WIOA grant funds, the Chief Elected Officials (CEO) may designate an entity to serve as a local fiscal agent. Designation of a fiscal agent does not relieve the CEOs of liability for misuse of grant funds.

The CEOs of the Southeast Arkansas Workforce Development Area, which include the County Judges, the Mayors of First-Class Cities, and the Mayors of County Seats from the Counties of Arkansas, Ashley, Bradley, Cleveland, Chicot, Desha, Drew, Grant, Jefferson, and Lincoln have designated Southeast Arkansas Economic Development District, Inc. to serve as Fiscal Agent for the Southeast Arkansas Workforce Development Area.

The purpose of this Agreement is to adhere to 20 CFR 679.430, that requires the CEOs to enter into an agreement with Southeast Arkansas Economic Development District, Inc. to clarify its responsibilities as the Fiscal Agent for The Southeast Arkansas Workforce Development Area.

The responsibilities and duties of the Fiscal Agent are to:

1. Receive WIOA funds,
2. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Regulation and State policies;
3. Respond to audit financial findings;
4. Maintain proper accounting records and adequate documentation;
5. Prepare financial reports;
6. Provide technical assistance to subrecipients regarding fiscal issues; and
7. At the direction of the Workforce Development Board, they may procure contracts or obtain written agreements, conduct financial monitoring of service providers and ensure an independent audit of all employment and training programs.

It is agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Any amendment or change to this Agreement, shall be maintained by the Fiscal Agent staff and shall be available for review by the Arkansas Department of Workforce Services and U. S. Department of Labor. Should any part of this Agreement be invalidated or otherwise rendered unenforceable, the remainder of the Agreement shall remain in full force and effect. Nothing contained herein shall be construed in a manner that limits the authority of the CEOs.

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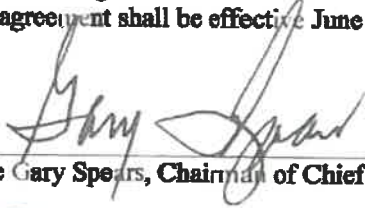
In the event a dispute arises concerning issues or decisions between the CEOs and the SEAEDD, it shall be settled through mutual discussion and negotiation. The CEOs shall have the final determination on any unsettled conflict or outstanding issue by a simple majority vote of the CEOs as a body. In the event there is a dispute among the CEOs, it shall be settled through mutual discussion and negotiation of the CEOs as a body. If the dispute is not settled through those means, the matter shall be referred to the CEO Executive Committee for resolution by simple majority vote of the Executive Committee, whose decision shall be final and binding on the CEOs.

A newly appointed SEAEDD Executive Director or a newly elected CEO shall submit an addendum acknowledging that he or she has read, understands, and will comply with this Agreement, and reserves the option to request negotiations to amend the Agreement at any time during the CEO's tenure of office.

The CEO Chair and the SEAEDD Executive Director executing this Agreement are properly authorized to do so.

Authorized Signatures:

This agreement shall be effective June 20, 2019, and is entered into by and on the behalf of:



Judge Gary Spears, Chairman of Chief Elected Officials of Southeast Arkansas

6/20/19
Date



Patricia Hargrove, Executive Director of Southeast Arkansas Economic Development District, Inc.

6/20/19
Date

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The CEO Chair executing this Agreement is properly authorized to do so.

Authorized Signatures:

This addendum of acknowledgement shall be effective October 10, 2019, and is entered into by and on the behalf of:



Judge Randy Pruitt, Chairman of Chief Elected Officials of Southeast Arkansas