

Guilford Workforce Development Consortium Agreement

ARTICLE I. TITLE AND PURPOSE

The contiguous units of local government listed below agree to establish a consortium to act jointly as a local Workforce Development Area under the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 as enacted July 22, 2014. This consortium shall be known as the Guilford Workforce Development Consortium.

ARTICLE II. MEMBERSHIP

The Consortium shall be composed of the following independent and contiguous units of general purpose local government:

County of Guilford
City of Greensboro
City of High Point

ARTICLE III. CERTIFICATION OF AUTHORITY

1. AUTHORITY UNDER STATE AND LOCAL LAW

The member units of government certify that they possess full legal authority, as provided by state and local law, to enter into this agreement and to fulfill the legal and financial requirements of operating as a local Workforce Development Area under the Workforce Innovation and Opportunity Act for the entire geographic area covered by this agreement.

2. SPECIFIC RESOLUTIONS TO ENTER INTO AGREEMENT

A copy of each duly executed resolution giving the respective counties specific authority to enter into this consortium agreement will be attached to this document and are incorporated herein by reference.

3. DESIGNATION OF CHIEF ELECTED OFFICIALS FROM EACH MEMBER UNIT OF GOVERNMENT

Each member unit of government designates as chief elected official for Workforce Innovation and Opportunity Act purposes, upon whose representation the State, the Workforce Development Board, the administrative entity and the other member units may rely. The Honorable Mayor of the City of Greensboro, Mayor of the City of High Point, and the Chairperson of the Guilford County Commissioner shall be the signatories to this agreement and shall be authorized to execute such other agreements, as are necessary for the purposes of the Workforce Innovation and Opportunity Act and other grants that may be awarded to the Consortium.

4. DESIGNATION OF CHIEF ELECTED OFFICIAL FOR LOCAL WORKFORCE DEVELOPMENT AREA

The member units provide that the Mayor of the City of Greensboro shall be authorized to exercise the functions of the local area chief elected official which are required under the Workforce Innovation and Opportunity Act.

ARTICLE IV. DURATION

This agreement will become effective on the date of the last chief elected official's signature and shall continue in effect until the local Workforce Development Area is re-designated by the Governor of North Carolina or by termination of this Agreement by a member unit of government as provided for in Article XI.

ARTICLE V. ASSURANCES AND CERTIFICATIONS

The member units will comply with the requirements of the Workforce Innovation and Opportunity Act, and regulations promulgated thereunder, all other applicable federal regulations, the statutes of the State of North Carolina, and, written directives and instructions relevant to local workforce development area operation from the Governor of North Carolina or his/her designee.

ARTICLE VI. FINANCING

1. It is anticipated that funding necessary to implement this agreement will be derived from federal grant funds received through the Governor. It is further understood that local funds are not required under the Workforce Innovation and Opportunity Act; however, if a Consortium member deems it necessary or desirable, the parties hereto may allocate local funds for special initiatives as appropriate under the intent of this agreement.
2. The units of local government acknowledge that they are jointly and severally accountable for Consortium liabilities arising out of activities under the Workforce Innovation and Opportunity Act, to the extent consistent with State and local law.
3. Liability may include, but is not limited to, responsibility for prompt repayment from non-program funds of any disallowed costs by the administrative entity of the local workforce development area, or any of its sub-recipients or contractors, or the Workforce Development Board. It is further understood that the City of Greensboro, the designated Administrative Entity and Grant Recipient, shall provide oversight of the resources received on behalf of this Consortium.
4. Any entity or joint agency created or designated by this local workforce development area, including the Workforce Development Board and Administrative Entity, shall be considered a public agency for the purposes of the Local Government Budget and Fiscal Control Act.

ARTICLE VII. ESTABLISHMENT OF A WORKFORCE DEVELOPMENT BOARD

The member units of government agree that the Workforce Development Board shall be established in accordance with Section 107 of the Workforce Innovation and Opportunity Act and applicable State of North Carolina laws including G.S. 143B-438.11.

The Chief Elected Official, as noted in Article III. 4., shall appoint members of the Workforce Development Board from among persons nominated in accordance with the Workforce Innovation and Opportunity Act and the Workforce Development Board Executive committee. Nominations for membership on of the Workforce Development Board shall be solicited from organizations and public sector agencies, in accordance with the Workforce Innovation and Opportunity Act; and in consultation with the Chief Elected Officials.

ARTICLE VIII. APPOINTMENT OF PERSONNEL

Appointment of personnel shall be as described in the Guilford Workforce Development Board/Chief Elected Official Agreement.

ARTICLE IX. REAL PROPERTY, EQUIPMENT AND SUPPLIES

The Guilford Workforce Development Consortium will follow all Workforce Innovation and Opportunity Act requirements governing the title, use and disposition of real property, equipment and supplies purchased with federal funds,

ARTICLE X. AMENDMENTS

The agreement may be amended at any time upon the consent of all of the parties as evidenced by resolution of the governing bodies of each member government and as approved by the State.

ARTICLE XI. TERMINATION

The parties to this agreement may request termination at any time upon six months prior written notice, such termination to be effective when the Governor considers local Workforce Development Area re-designations or at the end of the then current grant administration agreement program year.

In Witness Whereof, the parties hereto have caused this be properly executed by the respective authorized officials, and this Agreement is executed in triplicate.

City of Greensboro

Ed. Williams
ATTEST

Nancy B. Vaughan
Nancy B. Vaughan, Mayor
City of Greensboro

8-28-15
Date

City of High Point

Lina A. Vertun
ATTEST



William S. Bencini, Jr.
William S. Bencini, Jr., Mayor
City of High Point

8/27/2015
Date

County of Guilford

Robert B. Keller
ATTEST

Hank Henning, Chairman
Guilford County Board of Commissioners

Paul H. V.
Date
9-4-15