

Agreement of Counties to Create the High Country Workforce Development Consortium

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 High Country Workforce Development Consortium.

ARTICLE II. MEMBERSHIP

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

Alleghany County
Ashe County
Avery County
Mitchell County
Watauga County
Wilkes County
Yancey County

ARTICLE III. CERTIFICATION OF AUTHORITY

1. AUTHORITY UNDER STATE AND LOCAL LAW

The above-named counties each 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 of each of the above-named counties giving specific authority to enter into this agreement are attached to this document and are incorporated herein by reference.

3. DESIGNATION OF REPRESENTATIVES FROM EACH MEMBER UNIT OF GOVERNMENT

Each member unit of government designates as its "chief elected official" pursuant to the Workforce Innovation and Opportunity Act, being its representative to the Consortium Board and upon whose representations the State, the Workforce Development Board, the administrative entity and the other member units may rely, its duly elected Chairman of its Board of Commissioners, or such other elected commissioner as said County may appoint in his or her stead, or as his or her alternate. Such representative shall be the signatory of this agreement and shall be authorized to execute such other agreements as are necessary for Workforce Innovation and Opportunity Act purposes. Such representative will serve until his or her successor is installed.

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

The member units agree that the Consortium representatives each year shall elect one of themselves as the Chief Elected Official (CEO), to be the presiding officer of the Consortium Board. Such CEO shall be authorized to exercise the functions of the “local area chief elected official” required or allowed by the Workforce Innovation and Opportunity Act, to serve until his or her successor is installed.

ARTICLE IV. DURATION

This agreement will become effective on the date of the last county representative’s signature and shall continue in effect until the local Workforce Development Area is redesignated by the Governor of North Carolina or until termination of this Agreement as provided for in ARTICLE X.

ARTICLE V. ASSURANCES AND CERTIFICATIONS

Each county will comply with the requirements of the Workforce Innovation and Opportunity Act, the 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 operations from the Governor of North Carolina or his/her designee.

ARTICLE VI. FINANCING

It is anticipated that funding necessary to implement this agreement will be derived from federal grant funds received through the office of the Governor.

The units of local government acknowledge that, subject to the paragraph immediately below, they are jointly and severally accountable for liabilities arising out of activities under the Workforce Innovation and Opportunity Act, and all funds received by the local workforce development area pursuant to WIOA. Liability includes, but is not limited to, responsibility for prompt repayment from non-program funds of any costs disallowed by the US Department of Labor or the NC Department of Commerce.

Liability shall be apportioned between the above-named counties as follows:

A. To the extent that one or more (but not all) of the above-named Counties can be identified as benefiting from the expenditure which is disallowed for any reason, said county or counties shall be liable for the repayment of such funds.

B. To the extent that one or more of the above-named Counties cannot be identified as the benefiting County or Counties of the WIOA funds in question, any disallowed expenditure shall be divided only among the benefitting Counties on a pro rata basis, based upon the percentage of all WIOA funds allocated to each of the Counties for the program fiscal year during which the disallowed funds were disbursed.

Nothing contained in this Article VI shall be interpreted so as to prohibit the above-named Counties from seeking contribution or indemnification from the Grant Recipient, any subrecipient, service provider, contractor, or from any other responsible person or entity.

The above-named Counties shall contractually be held harmless by the program service providers from liabilities arising out of activities by the said providers under the Workforce Innovation and Opportunity Act.

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 above-named Counties agree that its Workforce Development Board is being 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 Workforce Development Board shall have 14 private sector members who are appointed by the above-named counties (2 appointments per County Consortium representative) in accordance with the Workforce Innovation and Opportunity Act. The Consortium Board shall appoint 9 public sector members to the Workforce Development Board by a vote of a majority of the total number of members of the Consortium. The members of the Consortium Board shall be entitled to vote by alternative means including and not restricted to email, telephone, and in person.

ARTICLE VIII. REAL PROPERTY, EQUIPMENT AND SUPPLIES

The 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. The Consortium shall not own real property, assume debt, or hire personnel without authorizing resolutions from each of the above-named counties.

ARTICLE IX. AMENDMENTS

This agreement may be amended only upon the consent of all the parties hereto as evidenced by resolutions of the governing bodies of each of the above-named counties and subject to any required approval by the State.

ARTICLE X. TERMINATION

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

Tom F. Smith 6/5/15
Alleghany County Commissioner Date

Gary W. Rount 6/5/15
Ashe County Date

Jay Hines 6/5/15
Alleghany County Finance Officer Date

Janeck Jones 6-5-15
Ashe County Finance Officer Date

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

Rob Buppith 6/1/15
Avery County Commissioner Date

Tom Halliburton 06-08-15
Mitchell County Commissioner Date

Ray Johnson 6/1/15
Avery County Finance Officer Date

Mario Paroleux 06-08-15
Mitchell County Finance Officer Date

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by the Local Government Budget and Fiscal Control Act.

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by the Local Government Budget and Fiscal Control Act.

Jimmy Sklar
Watauga County Commissioner Date

Ed Bell
Wilkes County Commissioner Date

Margaret M. Rice 6-1-15
Watauga County Finance Officer Date

Jess Shepherd 6-5-15
Wilkes County Finance Officer Date

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

John Biddle 6-8-15
Yancey County Commissioner Date

Brandi Bourleson 6-8-15
Yancey County Finance Officer Date

This document has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.