

MEMORANDUM OF AGREEMENT

By and Between

THE CHIEF ELECTED OFFICIALS OF COOSA VALLEY/NORTH GEORGIA

THIS AGREEMENT, made and entered into by and between the Chief Elected Officials of local governments specified in the "Description of the Workforce Investment Area" section contained herein.

WHEREAS, the parties hereto have previously entered into a Memorandum of Agreement to constitute ourselves as a Council of Chief Elected Officials for the purpose of carrying out all the duties and responsibilities assigned to Chief Elected Officials under the provisions of PL 97-300 (as amended), the Job Partnership Act, and the Economic Dislocation and Worker Adjustment Act (PL 100-418), and

WHEREAS, the Job Training Partnership Act, by act of the United States Congress, has been repealed and in the place of the Job Training Partnership Act, the Congress has passed the Workforce Investment Act of 1998, and

WHEREAS, the Workforce Investment Act of 1998 authorizes the expenditure of public funds for job training programs in locally determined service delivery systems, and

WHEREAS, it will be necessary to continue to engage in "close out" activities in connection with JTPA even after this agreement becomes effective, and

WHEREAS, Northwest Georgia is a workforce investment region, requested by the local elected officials to be designated by the Governor of the State of Georgia to administer the services described in the Workforce Investment Act of 1998, and

NOW THEREFORE, Be it Resolved, that this Agreement, pursuant to the requirements of the Act, be made by and between the Chief Elected Officials of Northwest Georgia.

1. Members Have Equal Standing

Each member of this Council shall have equal standing and shall have one vote in all matters of business brought before this Council.

2. Appointment of Executive Committee

- a. In the recognition of the severely limited period of time available to this Council to carry out its initial responsibilities and because of the difficulties involved in assembling ourselves as frequently as required to satisfy ongoing responsibilities, we hereby establish an Executive Committee and empower it to act for and on behalf of this body until such time as the committee shall be dissolved or the full Council may elect to assemble itself and assume full responsibilities.
- b. The Executive Committee shall consist of fifteen members with each member being a Chief Elected Official representing the Chief Elected Officials within the boundaries of each of the fifteen counties. Vacancies in the Executive Committee shall be filled by the Board of Directors of the Regional Development Center whose territory includes the geographical area for which the vacant seat originated.
- c. The members of the Executive Committee will select their own Chairman who will also serve as Chairman of the entire Council of Chief Elected Officials and shall have signatory authority for the Council of Chief Elected Officials.
- d. In the event that Committee members cannot attend meetings of the Council, their proxy (designated by written letter) can act on their behalf.

3. Duties and Responsibilities of Executive Committee

In exercising the powers granted herein, the Executive Committee shall carry out any and all duties and responsibilities required of Chief Elected Officials including, but not necessarily limited to, the following:

- a. Act on behalf of the local elected officials in approving/disapproving the Workforce Investment Area's Workforce Investment Plan, concur with Workforce Investment contracts of the Workforce Investment Board, and perform any other duties necessary for the implementation and operation of the workforce investment program.
- b. The Workforce Investment Board (WIB) shall be appointed by the Executive Committee of the Council of Chief Elected Officials. The nominees will be selected and constitute the local workforce board as required pursuant to Sec. 117(2)(a) of the Workforce Investment Act of 1998. The Executive Committee shall appoint or reject the nominees in accordance with the provisions of the Act and the requirements of the state. The Executive Committee, in making appointments to the WIB, shall make such initial appointments for five (5) year terms consistent with the five year strategic planning cycle. Unless stated otherwise herein, appointments begin on July 1, and end on June 30.

It shall be the duty of the Executive Committee to appoint members to fill all vacancies. A position on the Workforce Investment Board is considered vacant on the date the term expires, a member becomes ineligible, a member is removed, or a member resigns or dies. The vacancy shall be filled by the Executive Committee through reappointment or replacement within sixty (60) days of the creation of the vacancy. In the case of an appointment to fill a vacancy on the Workforce Investment Board, the replacement member's term shall begin on the date of concurrence by the Executive Committee of the Chief Elected Officials as to the member's replacement, and shall end on the date designated for the original appointment for whom the replacement is selected.

The Executive Committee shall prepare and submit to the Governor information and supporting documentation of WIB composition and appointments in order for the WIB to be certified by the Governor.

- c. The Executive Committee is authorized to request assistance from the Northwest Georgia Regional Commission

for preparation of the Certification Package and other support functions.

- d. It shall be the responsibilities of the Executive Committee to convene the WIB and to negotiate the WIB/Local Chief Elected Official Agreement.
- e. Youth Council: The Executive Committee of the Council of Chief Elected Officials shall concur with the appointments made by the Workforce Investment Board in accordance with the provisions of the Workforce Investment Act of 1998.
- f. The parties acknowledge that the Executive Committee of the Council of Chief Elected Officials together with the Workforce Investment Board shall mutually agree on the designated operator(s) of the One-Stop system.
- g. In accordance with the provisions of the Workforce Investment Act of 1998, the Executive Committee of the Council of Chief Elected Officials shall review and approve local performance measures developed by the Workforce Investment Board for consideration.
- h. In accordance with the terms of the act, the Chairman of the Council of Chief Elected Officials or other elected official of the Executive Committee shall serve on the Workforce Investment Board as a liaison to the Council of Chief Elected Officials, to assure that the Local Elected Officials' partnership meets the required participation in and oversight of the one-stop system. (Executed May 30, 2000)

4. Description of the Workforce Investment Area

The Workforce Investment Area consists of the following counties:

Bartow	Floyd	Paulding
Catoosa	Gilmer	Pickens
Chattooga	Gordon	Polk
Dade	Haralson	Walker
Fannin	Murray	Whitfield

The cities in the Workforce Investment Area are as follows:

Adairsville, GA	Emerson, GA	Ranger, GA
Aragon, GA	Eton, GA	Resaca, GA
Blue Ridge, GA	Euharlee, GA	Ringgold, GA
Braswell, GA	Fairmount, GA	Rockmart, GA
Bremen, GA	Fort Oglethorpe, GA	Rome, GA
Buchanan, GA	Jasper, GA	Rossville, GA
Calhoun, GA	Hiram, GA	Summerville, GA
Cartersville, GA	Kingston, GA	Talking Rock, GA
Cave Spring, GA	LaFayette, GA	Tallapoosa, GA
Cedartown, GA	Lookout Mountain, GA	Taylorsville, GA
Chatsworth, GA	Lyerly, GA	Trenton, GA
Chickamauga, GA	McCaysville, GA	Trion, GA
Cohutta, GA	Menlo, GA	Tunnel Hill, GA
Dallas, GA	Mineral Bluff, GA	Varnell, GA
Dalton, GA	Morganton, GA	Waco, GA
East Ellijay, GA	Nelson, GA	White, GA
Ellijay, GA	Plainville, GA	

5. Procedure for Altering Agreement

This Agreement may be altered by the affirmative vote of eight members of the Executive Committee, or their

proxies (designated by written letter) acting on their behalf. The Chief Elected Officials of local governments in the Workforce Investment Area shall be notified of alterations to the Agreement.

6. Debts, Liabilities and Obligations

- a. It is understood that the Georgia Department of Labor requires petitioning governments to accept liability that may arise from misuse of WIA funds or other erroneous practices. We attest our acceptance of this responsibility consistent with such requirements.
- b. The Workforce Investment Board, grant recipient, and subrecipient and fiscal agent are separate entities. To the extent allowed by law, the debts, liabilities, and obligations incurred by the Board and/or the subrecipient and fiscal agent shall not pass through to the parties to this agreement. (Executed September 20, 2000)
- c. The Council of Chief Elected Officials will execute a contract with the Workforce Investment Board and the subrecipient/fiscal agent. The Workforce Investment Board and the subrecipient/fiscal agent agree to hold each of the parties to this agreement harmless from any and all claims arising from the actions or omissions of the Workforce Investment Board and/or the subrecipient/fiscal agent. (Executed September 20, 2000)
- d. If the Workforce Investment Board and/or subrecipient/fiscal agent incur liabilities over and above (1) the sum total of its assets, or (2) its ability to recover funds from the contractor or agent, or a third-party incurring the liability, or insurance, or bond issuer; and if that liability is passed on to the counties and cities listed in paragraph 4 of this agreement by operation of law; the counties and cities shall be liable in proportion to the relative population of each city or county the year in which the liability arose. (Executed September 20, 2000)

7. Quorum

A simple majority of eight members (three members from Area A, consisting of Fannin, Gilmer, Murray, Pickens, and Whitfield, and five members from Area B, consisting of Bartow, Catoosa, Chattooga, Dade, Floyd, Gordon, Haralson, Paulding, Polk, and Walker), or their proxies, shall constitute a quorum of the Executive Committee.

8. Voting

For the purposes of voting, a majority of members (or their proxies) present at a meeting where a quorum exists shall be sufficient to conduct the business of the council. It shall be permissible for any members actually present at the meeting to hold and exercise the proxies for any other member(s) absent from the meeting.

9. Term

The term of this Agreement shall commence on July 1, 2000, or at such other date as the Agreement is approved, and shall continue until such time as funding is terminated for the Workforce Investment Act or any similar workforce training legislation that Congress may enact to replace or supersede the Workforce Investment Act. Provided, however, that this Agreement shall be amended, as necessary, to comply with the provisions of any new act that may be enacted by Congress to replace or supersede the Workforce Investment Act. This Agreement may also terminate if the Executive Committee of the Council of Chief Elected Officials acts on behalf of all elected officials to terminate the Agreement. Thirty (30) days notice shall be given to the elected officials of the termination

10. Grant Recipient/Fiscal Agent

The Chief Elected Officials of the Coosa Valley/North Georgia area, encompassing those jurisdictions

enumerated in ¶ 4 herein, shall serve as the grant recipient for Workforce Investment Act of 1998 funds pursuant to 29 U.S.C. §§ 2801 (6)(B) and 2832 (c)(1)(B)(i)(II). Pursuant to 29 U.S.C. § 2832(d)(3)(B)(i)(II) the Chief Elected Officials hereby designate the Northwest Georgia Regional Commission as grant subrecipient and fiscal agent for all Workforce Investment Act of 1998 funds. (Executed September 20, 2000)

11. Agreement

It is understood that separate copies of this agreement may be signed by individual chief elected officials and that all such copies together constitute a single agreement.

12. JTPA Prior Obligations

The parties agree that they will continue to abide by all existing JTPA related federal and state regulations, and existing obligations relating to JTPA until such time as JTPA is closed out or this agreement is otherwise amended or vacated, whichever occurs first. The parties further agree that this agreement does not in any way limit or hinder their ability to close out the JTPA program.

13. Statutes and Regulations

All activities relating to this agreement and all related boards, councils, and members thereof shall comply with all applicable state and federal statutes and regulations, including, but no limited to, the Georgia Open Meetings and Records Act.

14. Georgia Service Delivery Strategy Act Compliance

The WIA activities are to be included in the service delivery strategy plans for each county in the region and the counties of the region are hereby certified to be in compliance with the Georgia Service Delivery Act. (Executed May 18th, 2000)

Executed this _____ day of _____, 2009.

SIGNATURE: _____

TITLE: _____ GOVERNMENT: _____