

MEMORANDUM OF AGREEMENT

By and Between

THE CHIEF ELECTED OFFICIALS OF NORTHWEST GEORGIA

THIS AGREEMENT, is made and entered into by and between the Chief Elected Officials of the local governments situated within the area forming the Northwest Georgia Regional Commission.

WHEREAS, the parties hereto are currently governed by a Memorandum of Agreement for the purpose of carrying out all the duties and responsibilities assigned to Chief Elected Officials under the provisions of the Workforce Innovation and Opportunity Act (PL 97-300) (as amended) ("WIOA"), the Job Partnership Act, and the Economic Dislocation and Worker Adjustment Act (PL 100-418); and

WHEREAS, said acts have been repealed and replaced by the Workforce Innovation and Opportunity Act of 2014 (PL 113-128) (the "Act"), which shall become effective July 1, 2015; and

WHEREAS, the parties desire to reorganize under the terms of this Memorandum of Agreement to carry out the provisions of the Act; and

WHEREAS, the Act authorizes the expenditure of public funds for job training programs, and

WHEREAS, it will be necessary to transition from providing services under WIOA to providing services under the Act after this agreement becomes effective, and

WHEREAS, the counties making up the Northwest Georgia Regional Commission are a workforce development area (the "Area"), to be designated by the Governor of the State of Georgia to administer the services described in the Act, 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 the counties and cities making up the Northwest Georgia Regional Commission.

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. An Executive Committee (the “Committee”) shall be established and empowered to act on behalf of the parties hereto until such time as the Committee shall be dissolved by the Council of Chief Elected Officials of the Northwest Georgia Regional Commission (the “Council”).
- b. The Committee shall consist of thirty chief elected officials from the Area and shall be the mayors (within the respective county not to exceed one per county) and the county commission chairperson or sole commissioner of each county. Vacancies on the Committee shall be filled by the Committee. A local elected official Board member’s term shall run concurrent with the Board member’s elected office.
- c. The Committee shall select a Chairman who shall serve as the Area’s “Chief Elected Official” and who shall possess signatory authority for the Committee. Fifty-one percent of the Committee must be present in person at the meeting at which the Chairman is elected. Proxy voting shall not be permitted in selection of the Chairman. Meeting minutes must be submitted to the Technical College System of Georgia, Office of Workforce Development, no later than five days after the election of the Chairman. The Chairman shall serve for a term of no more than two years and shall serve no more than a total of eight years. The term of office shall begin on July 1, 2015.
- d. In the event that Committee members cannot attend meetings of the Committee, their proxy (designated by written letter) may act on their behalf except for the election of Chairman, as specified in 2c hereinabove.
- e. The Committee meetings shall be conducted in accordance with Robert’s Rules of Order and meeting minutes shall be kept and made available for review upon request by the Technical College System of Georgia, Office of Workforce Development.

3. Duties and Responsibilities of Committee

In exercising the powers granted herein, the Committee shall carry out any and all duties and responsibilities required by law including, but not necessarily limited to, the following:

- a. Approve and adopt the Area’s Workforce Development Plan, including a budget which, upon approval, shall be submitted to the Technical College System of Georgia, Office of Workforce Development in written form by the Chairman within two weeks of such approval, and perform any other duties necessary to implement the Act and carry out its purposes.
- b. The Committee shall appoint a Workforce Development Board (the “WDB”) which shall be selected based on the criteria set forth in the Act and applicable state law including any subsequent modification, policies, interpretation, or directives. The Committee may delegate its authority to appoint the members of the WDB to the Chairman.

The Committee shall appoint members of selected categories from nominations received from specified sources: (1) Business representatives shall be appointed from among individuals nominated through local business organizations and business trade associations; (2) labor representative(s) shall be appointed from among individuals who are nominated by local labor federations (or if no employers in the area are represented by such organizations, other representatives of employers); and (3) representatives of the multiple eligible providers serving the local area by administering adult education and literacy activities under Title II and

representatives of multiple institutions of higher education serving the local area by providing workforce development activities shall be appointed from among individuals nominated by local providers representing such providers or institutions respectively.

The Committee or its designee, in making appointments to the WDB, shall make such initial appointments for staggered terms with $\frac{1}{2}$ having an initial term of three years; $\frac{1}{2}$ having an initial term of two years. Other than the initial period terms, the terms of office shall be three (3) year terms.

It shall be the duty of the Committee or its designee to appoint members to fill all WDB vacancies. A position on the WDB 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 reappointment or replacement within ninety (90) days of the creation of the vacancy. In the case of an appointment to fill a vacancy on the WDB, the replacement member's term shall begin on the date of appointment, and shall end on the date designated for the original appointment for who the replacement is selected. All vacancies shall be filled in accordance with the requirements of the Act and regulations

The Committee, or its designee(s), shall prepare and submit to the Governor information and supporting documentation setting out the qualifications of the WDB appointments so that same may be certified by the Governor as required by the Act and state law.

- 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 Committee to convene the WDB and to negotiate the Memorandum of Agreement between the WDB and the parties hereto.
- e. The WDB shall establish one standing committee: the Youth Committee, and one council, the Promoting Access for Individuals with Disabilities Council. The WDB is authorized to appoint other committees, as appropriate.
- f. The parties acknowledge that the Committee, together with the WDB, shall:
 - (1) Conduct oversight of youth workforce development activities under Section 129 (c) of the Act, adult and dislocated worker employment and training activities under Sections 134(c) and (d) of the Act; and entire one-stop delivery system in the Area; and
 - (2) Ensure the appropriate use and management of the funds provided under the Act for the youth, adult, and dislocated worker activities and one-stop delivery system in the Area; and
 - (3) Ensure the appropriate use, management, and investment of funds to maximize performance outcomes under Section 116 of the Act; and
 - (4) Negotiate and reach agreement on local performance measures with the Governor; and
 - (5) Perform any other duties and obligations which may arise under the Act and any amendments thereto, rules and regulations promulgated thereunder, and state law.
- g. The Committee authorizes the Chairman to negotiate the methods of funding the infrastructure costs of one-stop centers in the Area in accordance with applicable law or to notify the Governor

should the Chairman fail to reach agreement at the local level so that a state infrastructure friendly mechanism may be utilized.

- h. The WDB shall, as soon as practicable after it is constituted, create a detailed transitional plan to be presented to the Committee and Council addressing the following:

An annual progress report shall be provided to the Committee and the Council by the WDB.

- i. The Council shall appoint an elected official who is a member of the Council, who is not the Chairman, to serve on the WDB as a liaison to provide oversight and to ensure coordination in meeting workforce goals for the Area.

- j. To prevent conflicts of interest, Committee members shall sign and date a conflict of interest statement (as provided by the Technical College System of Georgia, Office of Workforce Development , see attached) upon accepting a position on the Committee which shall be submitted to the Technical College System of Georgia, Office of Workforce Development and retained by the Council for review by the Technical College System of Georgia, Office of Workforce Development. The State's Conflict of Interest policy shall be the foundational guide for implementing and administration of the WIOA and is incorporated as if written in its entirety. (Reference WIOA Section 107(b), O.C.G.A. 50-7-91(a)(2), GA. Comp R. & Regs 692-1-06.

4. Description of the Workforce Development Area

The Workforce Development 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 Development 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 sixteen members of the Committee, or their proxies (designated by written letter) acting on their behalf. The Chief Elected Officials of the local governments in the Workforce Development Area shall be notified of alterations to this agreement.

6. Debts, Liabilities and Obligations

a. It is understood that the Technical College System of Georgia, Office of Workforce Development, requires participating governments to accept liability that may arise from the misuse of Act funds or other erroneous practices.

b. The WDB, grant recipient, sub recipient and fiscal agent are separate entities. To the extent allowed by law, the debts, liabilities, and obligations incurred by the WDB and/or the sub recipient and fiscal agent shall not pass through to the parties to this agreement nor the political subdivisions or municipalities they represent.

c. The Council will execute a contract with the WDB, the sub recipient and the fiscal agent. The WDB and the sub recipient/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 WDB and/or the sub recipient/fiscal agent.

d. If the WDB and/or sub recipient/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.

7. Quorum

A simple majority of sixteen members or their proxies shall constitute a quorum of the Executive Committee. In the election of Chairman, however, proxy votes are not allowed and fifty-one percent of the members must be present.

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 (except in the selection of chief elected official/chairman where proxy voting is not allowed and fifty-one percent of members must be present in order to vote). In all other actions of business, it shall be permissible for any members 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, 2015 and shall continue until such time as the Act is abolished, repealed or the Committee acts 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 Area, encompassing those jurisdictions enumerated in paragraph 4 hereinabove, shall serve as the grant recipient for Act funds. Pursuant to the Act, the Northwest Georgia Regional Commission shall be grant sub recipient and fiscal agent for all funds appropriated to the Area under the Act.

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. This shall be submitted to the Technical College System of Georgia, Office of Workforce Development and retained by the Council for review.

12. 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 not limited to, the Georgia Open Meetings and Federal Sunshine Laws. The use of technology, such as phone and web-based meetings, will be used only to the extent allowable by State and Federal law.

13. Georgia Service Delivery Strategy Act Compliance

Actions pursuant to the Act and performed under this agreement shall comply with the Georgia Service Delivery Strategy Act.

Executed this _____ day of _____, 20__.

SIGNATURE:

TITLE: _____ GOVERNMENT: _____.



Conflict of Interest Provision

Name: _____

Public Office or Position: _____

Local Workforce Development Area: _____

Mailing Address: _____

Telephone Number: _____

I hereby affirm and attest that I have read and understand the duties, obligations and restrictions imposed upon me by the Conflict of Interest and Code of Conduct Policy contained at Ga. Comp. R. & Regs. r. 692-1-.06, and that to date, I have not engaged in any conduct that would constitute a violation of the Conflict of Interest and Code of Conduct Policy. I hereby further affirm and attest that I will adhere to the duties, obligations, and restrictions identified in the Conflict of Interest and Code of Conduct Policy, and that I will not engage in any conduct which violates that policy so long as I hold the Public Office or Position identified above.

This ____ day of _____, 201__.

Signature: _____

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