

# **Region C 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 **Region C** 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 Cleveland  
County of McDowell  
County of Polk  
County of Rutherford

## 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. 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 representations the State, the Workforce Development Board, the administrative entity and the other member units may rely, the duly elected Chairman of each respective County Board of Commissioners. Such person 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.

### 3. DESIGNATION OF CHIEF ELECTED OFFICIAL FOR LOCAL WORKFORCE DEVELOPMENT AREA

The member units provide that the Chairman of the Cleveland County Board of Commissioners 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.
2. 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.

Each county's board of commissioners shall appoint members of the Workforce Development Board from among persons nominated to represent their county in accordance with Section 107(c)(1)(B)(i) of the Workforce Innovation and Opportunity Act.

#### ARTICLE VIII. APPOINTMENT OF PERSONNEL

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

#### ARTICLE IX. REAL PROPERTY, EQUIPMENT AND SUPPLIES

The Region C 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.

Jason Falls 6/12/2015  
(Signature) Date

Jason Falls  
(Typed Name of) Chairman,  
Cleveland County Board of Commissioners

[Signature]  
ATTEST

[Signature]  
(Signature) Date

David N. Walker  
(Typed Name of) Chairman,  
McDowell County Board of Commissioners

Bill Roberts  
ATTEST

[Signature] 5/4/15  
(Signature) Date

Tom Pack  
(Typed Name of) Chairman,  
Polk County Board of Commissioners

[Signature]  
ATTEST

(Signature) Date

Bryan King  
(Typed Name of) Chairman,  
Rutherford County Board of Commissioners

[Signature]  
ATTEST

