

# Eastern Carolina Workforce Development Consortium Agreement

## ARTICLE I. TITLE AND PURPOSE

The contiguous units of local government listed in Article II 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 Eastern Carolina 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 Carteret  
County of Craven  
County of Duplin  
County of Greene  
County of Jones  
County of Lenoir  
County of Onslow  
County of Pamlico  
County of Wayne

## 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 COUNTY

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 persons 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. The respective Counties may by resolution designate some other or alternate person as the "chief elected official" for WIOA purposes and such persons shall have the same authority, duties and responsibilities as the originally designated "chief elected official". The

respective Counties may elect someone other than an elected official to represent them. However the "chief elected official" must have been elected to public office.

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

Upon the designation of the Counties as a local Workforce Development Area under the Workforce Innovation and Opportunity Act, the Consortium Board shall meet and shall elect one of its members as the local Workforce Development Area "Chief Elected Official" for a term beginning on July 1, 2015. Each successor "Chief Elected Official" shall be elected by the Consortium Board to serve a two-year term (or until his successor shall have been duly elected), commencing on July 1 of the then existing calendar year and ending on June 30 of the succeeding calendar year.

The chief elected official shall be the presiding officer of the Consortium and the chief executive officer of the Consortium. Such official shall be authorized to exercise all functions, duties and responsibilities of the local Workforce Development Area chief elected official which are required under the Workforce Innovation and Opportunity Act.

4. 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.

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. The units of local government acknowledge that 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 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.
3. 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 and general statutes.

The Chief Elected Official, as noted in Article III. 2., shall appoint members of the Workforce Development Board from among persons nominated in accordance with the Workforce Innovation and Opportunity Act.

#### ARTICLE VIII. APPOINTMENT OF PERSONNEL

Appointment of personnel shall be as described in the Eastern Carolina Workforce Development Board/Eastern Carolina Workforce Development Consortium Agreement.

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

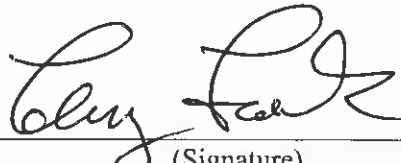
The Eastern Carolina Workforce Development Consortium will follow all Workforce Innovation and Opportunity Act requirements governing the title, use and disposition of real property, equipment and supplies purchased with federal funds.

#### ARTICLE X. AMENDMENTS

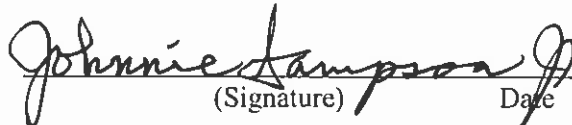
The agreement may be amended at any time upon the consent of all of the parties as evidenced by resolution of the governing bodies of each member government and as approved by the State.

## ARTICLE XI. TERMINATION

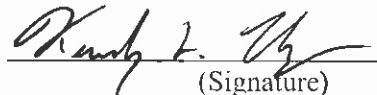
The parties to this agreement may request termination at any time upon six months prior written notice, such termination to be effective when the Governor considers local Workforce Development Area re-designations or at the end of the then current grant administration agreement program year.

 5-18-15  
(Signature) Date

Chief Elected Official,  
Carteret County Board of Commissioners

 5-7-15  
(Signature) Date

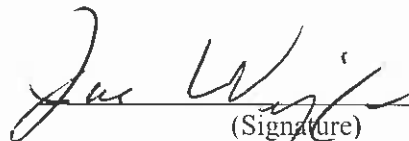
Chief Elected Official,  
Craven County Board of Commissioners

 5-26-15  
(Signature) Date

Chief Elected Official,  
Duplin County Board of Commissioners

 5-7-15  
(Signature) Date

Chief Elected Official,  
Greene County Board of Commissioners

 5-7-15  
(Signature) Date

Chief Elected Official,  
Jones County Board of Commissioners

Roland Beat 5-4-15  
(Signature) Date

Chief Elected Official,  
Lenoir County Board of Commissioners

Burtina 5-11-15  
(Signature) Date

Chief Elected Official,  
Onslow County Board of Commissioners

Christine M. Mele 5/26/15  
(Signature) Date

Chief Elected Official,  
Pamlico County Board of Commissioners

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(Signature) Date

Chief Elected Official,  
Wayne County Board of Commissioners

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(Signature)

Date

Chief Elected Official,  
Lenoir County Board of Commissioners

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(Signature)

Date

Chief Elected Official,  
Onslow County Board of Commissioners

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(Signature)

Date

Chief Elected Official,  
Pamlico County Board of Commissioners



*George Wayne Stinson*, 5-5-201.  
(Signature) Date

Chief Elected Official,  
Wayne County Board of Commissioners