

ARTICLES OF ASSOCIATION AND AGREEMENT FOR THE
SOUTHWESTERN WORKFORCE DEVELOPMENT CONSORTIUM

ARTICLE I. TITLE AND PURPOSE

The contiguous units of local government listed below agree to establish a consortium pursuant to the provisions of N.C. G.S. Section 160A-464(1) to act jointly as a Workforce Investment 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 Southwestern Workforce Development Consortium.

ARTICLE II. MEMBERSHIP

The consortium shall be composed of the following independent and contiguous units of general purpose local government: Cherokee County, Clay County, Graham County, Haywood County, Jackson County, Macon County. and Swain County.

ARTICLE III. CERTIFICATION OF AUTHORITY

1. AUTHORITY UNDER STATE AND LOCAL LAW

In accordance with N.C. G.S. Section 160A-460, the member counties of the Southwestern Workforce Development Consortium certify that they possess full legal authority, provided by state and local law, to enter into this agreement and to fulfill the legal and financial requirements of operating as a Workforce Investment Area the Workforce Innovation and Opportunity Act for the entire geographic area covered by this agreement.

2. SPECIFIC RESOLUTIONS TO ENTER INTO AGREEMENT

In accordance with N.C. G.S. Section 160A-461, a copy of the duly executed resolution and appropriate board meeting minutes giving the respective counties specific authority to enter into this consortium agreement will be attached to this document and are incorporated herein by reference.

3. 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 representative County Board of Commissioners. If any county member of the consortium desires, it may designate any member of its Board as its "Chief Elected Official" for WIOA purposes, in lieu of having its Chairman serve in such capacity. Unless otherwise notified of such designation of another member of its Board, each county shall be deemed to have designated its Chairman as its "Chief Elected Official" for WIOA purposes. 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.

4. In accordance with N.C. G.S. Section 160A-463(b), the Chairmen of the Boards of Commissioners of the undersigned units of local government provide that the designated

Chief Elected Official from Macon County shall be authorized to exercise the functions of the Southwestern Workforce Investment Area Chief Elected Official, which are required under the Workforce Innovation and Opportunity Act.

ARTICLE IV. DURATION

In accordance with N.C. G.S. Section 160A-464(2), this agreement shall become effective on the date of the last County Commissioner Chairman'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 there under, 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. In accordance with N.C. G.S. Section 160A-464(5), 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. Nothing contained in this Article (VI) shall be interpreted so as to prohibit the member county or counties from seeking contribution or indemnification from and sub-recipient, service provider, contractor, or from any other such responsible person or entity.
4. Any entity of 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 SOUTHWESTERN WORKFORCE DEVELOPMENT BOARD

The member units of government agree that the Southwestern 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

The Chief Elected Official, as noted in Article II. 4., shall appoint members of the Workforce Development Board from among persons nominated in accordance with the Workforce Innovation and Opportunity Act.

The composition of the Southwestern Workforce Development Board shall conform with the requirements of Section 107 of the Workforce Innovation and Opportunity Act.

ARTICLE VIII. APPOINTMENT OF PERSONNEL

Appointment of personnel shall be as described in the Southwestern Workforce Development Board/Chief elected Official Agreement.

ARTICLE IX. REAL PROPERTY, EQUIPMENT AND SUPPLIES

The Southwestern 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. AMMENDMENTS

In accordance with N.C. G.S. Section 160A-464(7), this agreement may be amended at any time upon the consent of all parties as evidenced by resolution of the Chairmen of the Boards of Commissioners of the undersigned units of local government and as approved by the State.

ARTICLE XI. TERMINATION

In accordance with N.C. G.S. Section 160A-464(8), the undersigned units of local government may request termination of this agreement at any time upon six months prior written notice, such termination to be effective when the Governor considers local Workforce Development Area redesignations or at the end of the then current grant administration agreement program year.

ARTICLE XII. RATIFICATION

This agreement shall be effective upon ratification by the Boards of Commissioners of each of the undersigned units of local government.

CHEROKEE COUNTY

Signed this the ____ day of _____

Chairman, Board of County Commissioners
Cherokee County

CLAY COUNTY

Signed this the _____ day of _____

Chairman, Board of County Commissioners
Clay County

GRAHAM COUNTY

Signed this the _____ day of _____

Chairman, Board of County Commissioners
Graham County

HAYWOOD COUNTY

Signed this the _____ day of _____

Chairman, Board of County Commissioners
Haywood County

JACKSON COUNTY

Signed this the _____ day of _____

Chairman, Board of County Commissioners
Jackson County

MACON COUNTY

Signed this the _____ day of _____

Chairman, Board of County Commissioners
Macon County

SWAIN COUNTY

Signed this the _____ day of _____

Chairman, Board of County Commissioners
Swain County