

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: JULY 13, 2017 AGENDA ITEM NUMBER: 11

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A MODIFICATION TO ARTICLES OF ASSOCIATION AND AGREEMENT FOR THE NORTHWEST PIEDMONT JOB TRAINING CONSORTIUM WORKFORCE DEVELOPMENT BOARD**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:** See Attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Dudley Watts, Jr.* DATE: July 13, 2017  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A MODIFICATION TO ARTICLES OF ASSOCIATION AND AGREEMENT FOR THE NORTHWEST PIEDMONT JOB TRAINING CONSORTIUM WORKFORCE DEVELOPMENT BOARD**

**WHEREAS**, on December 17, 2001, the Forsyth County Board of Commissioners adopted a Resolution Approving the Consolidation of the Winston-Salem/Forsyth County Local Area for Workforce Development Activities into the Northwest Piedmont Local Area, Ratifying and Authorizing Execution of an Interlocal Agreement and Articles of Association for the Northwest Piedmont Job Training Consortium Workforce Development Board, and Designating a “Chief Elected Official”; and

**WHEREAS**, the attached modifications to the Articles of Association and Agreement for the Northwest Piedmont Job Training Consortium Workforce Development Board are required to incorporate responsibilities under the Workforce Innovation and Opportunity Act (WIOA) which replaced the Workforce Investment Act of 1998 (WIA);

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the Chairman to execute, on behalf of Forsyth County, the attached Modifications to Articles of Association and Agreement for the Northwest Piedmont Job Training Consortium Workforce Development Board, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 13<sup>th</sup> day of July 2017.



# Northwest Piedmont Workforce Development Board

May 22, 2017

RECEIVED  
JUN 09 2017  
COUNTY MANAGER'S/  
COMMISSIONERS' OFFICE

Carla Holt, Clerk to the Board  
Forsyth County Board of Commissioners  
201 N. Chestnut Street  
Winston-Salem, NC 27101

Dear Ms. Holt,

Enclosed, please find two original Articles of Association and Agreement for the Northwest Piedmont Job Training Consortium. Modifications to this agreement were required to incorporate responsibilities under the Workforce Innovation and Opportunity Act (WIOA) which replaced Workforce Investment Act of 1998 (WIA). Each unit of government's chairperson shall be signatory of this Agreement.

Please have your chair sign both originals and return them to our office. Once we have received all signatures a copy will be sent for your records.

Thank you for your continuing cooperation.

Sincerely,

Linda Chisom  
Workforce Development Executive Assistant.

1398 Carrollton Crossing Drive • Kernersville, NC 27284  
(336) 904-0300 • FAX (336) 904-0301 • TDD 711 or 1-800-735-2962 • 1-800-735-8262 (Voice)  
[www.ptrc.org](http://www.ptrc.org)

*The Northwest Piedmont Workforce Development Program is an equal opportunity employer/program.  
Auxiliary aids and services are available upon request to individuals with disabilities.*

**MODIFICATION  
ARTICLES OF ASSOCIATION AND AGREEMENT  
FOR THE  
NORTHWEST PIEDMONT JOB TRAINING CONSORTIUM  
WORKFORCE DEVELOPMENT BOARD**

This Agreement by and between the Chief Elected Official, who is the authorized representative of the unit(s) of general local government within the Northwest Piedmont Job Training Consortium and the Northwest Piedmont Workforce Development Board (hereinafter referred to as the NWPWDB).

**ARTICLE I. TITLE AND PURPOSE**

The contiguous units of local government listed in Article II below agree to establish a Job Training 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 Northwest Piedmont Job Training Consortium.

**ARTICLE II. MEMBERSHIP**

- A. City of Winston-Salem
- B. County of Caswell
- C. County of Davie
- D. County of Forsyth
- E. County of Rockingham
- F. County of Stokes
- G. County of Surry
- H. County of Yadkin

Voting membership shall consist of one Commissioner appointed from each county's Board of County Commissioners and the Mayor of Winston-Salem.

Each local government may designate an alternate to serve in absence of the designated Commissioner/Mayor from the "local governments."

Each County Commissioner/City Mayor or his/her designee (Commissioner or County/City Manager) has one vote.

**ARTICLE III. CERTIFICATION OF AUTHORITY**

**A. AUTHORITY UNDER STATE AND LOCAL LAW**

The "local governments" 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.

**B. DESIGNATION OF CHIEF ELECTED OFFICIALS FROM EACH OF THE "LOCAL GOVERNMENTS"**

Each member unit of government acknowledges that contemporaneous with the resolution authorizing this Agreement, the member unit will pass a resolution designating a "Chief Elected Official" according to the Workforce Innovation and Opportunity act upon whose representations the State of North Carolina, the Northwest Piedmont Workforce Development Board, the Piedmont Triad Regional Council (as the Local Area administrative entity) and the other "local governments" may rely. Each unit government's chairperson shall be signatory of this Agreement. The Chief Elected Official" shall be authorized to execute other agreements as are necessary for Workforce Innovation and Opportunity Act and NC Division of Workforce Solutions grant purposes.

**C. DESIGNATION OF ELECTED OFFICIAL FOR LOCAL AREA/WORKFORCE INNOVATION AND OPPORTUNITY ACT**

1. The "Chief Elected Official" of the Local Area shall be selected by the Consortium Board and shall serve as the presiding executive officer. The official shall be authorized to exercise all functions, duties, and responsibilities of the Local Area "Chief Elected Official" which are required under the Workforce Innovation and Opportunity Act.
2. By the execution of this Agreement the "local governments" have designated Commissioner Ernest Lankford of the Stokes County Board of Commissioners as the Local Area "Chief Elected Official". This person shall serve until his successor shall have been duly elected and qualified.
3. The Local Area "Chief Elected Official" shall serve a period of two years or until his successor shall have been duly elected and qualified by the Consortium Board to serve a designated period of time. The term of office shall begin immediately after the election of the "Chief Elected Official."

**ARTICLE IV. PROCEDURAL MATTERS**

- A. Except as otherwise set forth in this Agreement, with respect to adoption or approval of matters concerning the administration of the Workforce Innovation and Opportunity Act/WIOA of a Workforce System with the Local Area/Workforce Innovation and Opportunity Act, the vote of a majority, sixty percent (60%) of the total number of the Consortium Board shall be required for action of the Consortium. The members or designees of the Consortium board shall be entitled to vote only if in attendance at the meeting; no voting by proxies shall be allowed.
- B. For certain items, the Consortium Board may vote electronically as long as a majority of the Board members (60% of the members currently on Board) responds to the vote. The Consortium Board Chairperson is responsible for deciding if an electronic vote is appropriate depending upon timeliness and the nature of the business being considered. Prior to calling for a vote electronically, there must be a 24-hour comment period to allow members to question any aspect of the proposed motion or to request additional information pertaining to the motion. Records for all business conducted electronically by the Consortium Board must be retained by the NWPWDB.

## **ARTICLE V. DURATION AND TERMINATION**

- A. This Agreement will become effective on the date of the last "Chief Elected Official's" signature and shall continue in effect until the Local 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 V (B). This Agreement shall be reviewed periodically for modifications every two years.
- B. Any one entity of the "local governments" shall have the right to terminate its membership with the Consortium Board with written notice of termination. The notice shall be given by certified mail to each of the other "local governments" and to the Piedmont Triad Regional Council and such notice shall be mailed to the entities not less than six (6) months prior to the termination expiration date.

## **ARTICLE VI. ASSURANCE AND CERTIFICATIONS**

The local government entities listed in this Agreement will comply with the requirements of the Workforce Innovation and Opportunity Act, and regulations promulgated thereunder, all other applicable federal regulations, the statues of the State of North Carolina, and, written directives and instructions relevant to the Local Area operation from the Governor of North Carolina or his/her designee.

## **ARTICLE VII. FINANCING**

- A. It is anticipated that primary funding necessary to implement this Agreement will be derived from federal grant funds or other sources as identified and received through the Governor of North Carolina or at the local level. The "local governments" accordingly agree that they shall not be assessed except by unanimous agreement of the "local governments" or except as set forth in Article VIII below. Should additional funds become available to the Consortium and the local NWPWDB it shall be determined at that time a formula for distribution.
- B. An entity or joint agency created or designated within this Local Area/Workforce Innovation and Opportunity Act, including the Northwest Piedmont Workforce Development Board and the Piedmont Triad Regional Council as administrative entity, shall be considered a public agency for the purposes of the Local Government Budget and fiscal Control Act of the State of North Carolina.

## **ARTICLE VIII. LIABILITY**

- A. On or after effective date of this Agreement the "local governments" acknowledge that they are jointly or separately liable as provided herein, for all funds received by the Local/Area Workforce Innovation and Opportunity Act grant recipient pursuant to the Workforce Innovation and Opportunity Act, Division of Workforce Solutions, and other resources. Liability includes, but is not limited to, responsibility for prompt repayment from non-program funds of any disallowed costs by any entity within the Local Area/Workforce Innovation and Opportunity Act Area.
- B. As between the "local governments" themselves, liability shall be apportioned, as follows:
  - 1. To the extent that one or more (but not all) of "local governments" can be identified as benefiting from the Workforce Innovation and Opportunity Act, Division of Workforce

Solutions grant, the expenditure which is disallowed for any reason, said unit or units of government shall be jointly liable for the repayment of said funds.

2. To the extent that one or more of the "local governments" cannot be identified as the benefiting "local governments" of Workforce Innovation and Opportunity Act and Division of Workforce Solutions grant funds in question, any disallowed expenditure shall be divided among the remaining "local governments" on a pro rata basis, based upon the percentage of funds allocated to each of the "local governments" for the program fiscal year during which the disallowed funds were disbursed.
- C. Nothing contained in Article VIII shall be interpreted so as to prohibit the "local governments" (or any of them) from seeking contribution or indemnification from any sub-recipient, service provider, and contractor or from any other such responsible person or entity.
  - D. The "local governments" shall contractually be held harmless by the program service providers from liabilities arising out of activities by the said providers. In addition, each provider will be required in its contract for services to maintain a faithful performance blanket bond (or similar such coverage), which to the extent possible under prevailing insurance practices, shall name the "local governments" as additional insureds.

#### **ARTICLE IX. ESTABLISHMENT OF A LOCAL WORKFORCE DEVELOPMENT BOARD**

- A. Upon designation of the Local Area/Workforce Innovation and Opportunity Act by the Governor of North Carolina, the "Chief Elected Officials" of the "local governments" shall establish and appoint citizens to the Northwest Piedmont Workforce Development Board (NWPWDB). This Board shall meet specific requirements under Workforce Innovation and Opportunity Act (WIOA). The members are selected 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.
- B. 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. At least fifty-one percent (51%) of the membership of the Workforce Development Board shall be comprised of private sector representatives, who shall be owners of business concerns, chief executives or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibilities. The remaining voting members of the NWPWDB shall consist of NCWorks partners and other representatives as follows:
  - Majority business
  - 20% represent labor organizations; apprenticeship (labor apprenticeship if it exists); community organizations; youth organizations
  - Adult Education and Literacy
  - High Education
  - Educational and community based organizations with experience working with persons with barriers to employment
  - Economic and community development
  - State employment service (Wagner-Peyser)
  - Representative of Rehabilitation Act

- Agencies relating to transportation, housing, public assistance
- Philanthropy organizations
- Other individuals or agency representatives determined appropriate by Chief Elected Official
- Chairperson must be from business representative

C. Successors

1. The Chief Elected Officials of the Boards of Units of local government shall elect successors to the initial members of the local Workforce Development Board who die, resign, or otherwise cease to serve. If the Chief Elected Officials desire to reappoint a current member of the Workforce Development Board, the nominating process need not be followed. If the Chief Elected Officials do no desire to reappoint a current member of the Workforce Development Board, then nominations to fill the vacancy (ies) shall be sought in accordance with the process described within Workforce Innovation and Opportunity Act.
2. Members of the local Workforce Development Board will serve staggered terms of two and three years as determined by the Consortium Board. Replacement will be determined by the category being filled in order to maintain a balanced representation between the private and public sectors. The nomination, selection, and composition of the local Workforce Development Board shall at all times conform to the requirements of the Workforce Innovation and Opportunity Act and accompanying regulations.

Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall at all times be interpreted and carried out in accordance with said law and regulations.

**ARTICLE X. APPOINTMENT OF ADMININSTRATIVE ENTITY**

The "Chief Elected Official" of each unit have designated the Piedmont Triad Regional Council as the administrative entity of the Local Area/Workforce Innovation and Opportunity Act. The Piedmont Triad Regional Council ensures compliance to carry out the purposes of the Consortium and local Workforce Development Board and of the various granting sources.

**ARTICLE XI. REAL PROPERTY**

The Northwest Piedmont Job Training 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 XII. ADMENDMENTS**

This Agreement may be amended at any time upon the consent of all the parties as evidenced by resolution of the governing bodies of each local government represented herein and as approved by the State of North Carolina.



**Northwest Piedmont Job Training Consortium Workforce Development Board:**

**Caswell County**

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Chairman, Caswell County Board of Commissioners

**Davie County**

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Chairman, Davie County Board of Commissioners

**Forsyth County**

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Chairman, Forsyth County Board of Commissioners

**Rockingham County**

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Chairman, Rockingham County Board of Commissioners

**Stokes County**

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Chairman, Stokes County Board of Commissioners

**Surry County**

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Chairman, Surry County Board of Commissioners

**Yadkin County**

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Chairman, Yadkin County Board of Commissioners

**City of Winston-Salem**

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Allen Joines, Mayor  
Winston-Salem City Council