

ECONOMIC GROWTH REGION 6 LOCAL ELECTED OFFICIALS EXECUTIVE COUNCIL AGREEMENT

I. PURPOSE:

This Agreement is made and entered into by and between the designated Local Elected Officials from the counties of Blackford, Delaware, Fayette, Henry, Jay, Randolph, Rush, Union, and Wayne in Indiana Economic Growth Region 6 to set forth the procedures that shall govern the Local Elected Officials and their responsibilities and actions pursuant to the provisions of the Workforce Investment Act, and all federal and state statutes, rules, and regulations promulgated hereunder.

II. MEMBERSHIP OF LOCAL ELECTED OFFICIALS EXECUTIVE COUNCIL:

- A. The Local Elected Officials Executive Council membership includes the following representatives as defined by state policy.
- City of Connersville Mayor
 - City of Hartford City Mayor
 - City of Muncie Mayor
 - City of New Castle Mayor
 - City of Portland Mayor
 - City of Richmond Mayor
 - City of Rushville Mayor
 - Town of Yorktown Town Council President
 - Blackford County Commissioners President
 - Delaware County Commissioners President
 - Fayette County Commissioners President
 - Henry County Commissioners President
 - Jay County Commissioners President
 - Randolph County Commissioners President
 - Rush County Commissioners President
 - Union County Commissioners President
 - Wayne County Commissioners President
- B. Pursuant to this Agreement the Local Elected Officials Executive Council membership also includes the following representatives who represent towns or cities who also are County Seats in Economic Growth Region 6 (EGR 6).
- City of Winchester Mayor
 - Town of Liberty Town Council President
- C. This membership will operate as a Local Elected Officials Executive Council. There is no limit on the number of consecutive or non-consecutive terms a Local Elected Official may serve on the Local Elected Officials Executive Council.
- D. The signatories to this Agreement are those authorized in Section II. MEMBERSHIP OF THE LOCAL ELECTED OFFICIALS EXECUTIVE COUNCIL.

III. DUTIES AND RESPONSIBILITIES OF THE LOCAL ELECTED OFFICIALS

EXECUTIVE COUNCIL:

The duties of the Local Elected Officials Executive Council as defined by this Agreement include, but are not limited to the following:

- A. Entering into a Local Elected Officials Executive Council Agreement with the Local Elected Officials of Economic Growth Region 6 to establish responsibilities and actions as it pertains to the Workforce Investment Act and Economic Growth Region 6 Workforce Investment Board (WIB);
- B. Providing guidance to the Economic Growth Region 6 Workforce Investment Board;
- C. Communicating updates and changes to the other Local Elected Officials of the County;
- D. Selecting a Local Elected Officials Executive Council Chairperson who will also act as the Chief Elected Official (CEO) for Economic Growth Region 6;
- E. The Economic Growth Region 6 Workforce Investment Board shall not exceed 47 members and members will be appointed in compliance with state policy. The members shall be appointed as follows:
 1. Each representative as defined in Section II, MEMBERSHIP OF LOCAL ELECTED OFFICIALS EXECUTIVE COUNCIL, shall have the opportunity to appoint one member to the WIB from local nominations in consultation with the CEO to assure appointments meet state requirements for certification of the WIB.
 2. Those nominations for appointments to the WIB which must be solicited from State Agencies will be considered as regional appointments and will be confirmed with the concurrence of the CEO.
 3. The remaining open seats will be appointed using a ballot process by mail, electronic media or during a duly called meeting of the Local Elected Officials Executive Council.
 4. Consideration of appointments to vacant seats will take into account geographic representation, however, if a quality candidate is not currently available, an appointment which will advance the mission of the region will be made without regard to geographic representation.
 5. Any opening which referenced in Section III.E.1. of this Agreement which does not have a recommended appointment within 60 calendar days of notification of the opening will be filled by the CEO in consultation with the Local Elected Officials Executive Council and using the process as delineated in Section III.E.3. of this Agreement. In the event this action is taken, the representative who lost the opportunity to appoint a member will be given the opportunity to appoint the next vacant seat which would normally be filled through the ballot process.

IV. EXECUTIVE COUNCIL OFFICERS AND ELECTION

- A. Officers of the Local Elected Officials Executive Council will be a Chair, who will also function as the Chief Elected Official; a Vice Chair; and a Secretary. The Chair and Vice Chair must be an Executive Council Member. In addition the Chair who also functions as the Chief Elected Official must meet the state definition as defined in Section II. A. of this Agreement.
- B. Officers will be elected to two year terms with no limitation on the number of consecutive or nonconsecutive terms.

- C. Election of Officers shall occur in January of the odd years.
- D. Any openings which occur will be filled by special election at a duly called meeting of the Council.

V. LOCAL ELECTED OFFICIALS EXECUTIVE COUNCIL MEETINGS, QUORUMS AND PROXIES

- A. The Local Elected Officials Executive Council shall hold no less than two meetings annually. The Local Elected Officials Executive Council shall meet at the call of the chair to conduct its business.
- B. A majority to conduct Local Elected Officials Executive Council business is defined as a simple majority of the members with a majority of those voting in favor of a motion.
- C. All meetings of the Local Elected Officials Executive Council shall be held upon forty-eight (48) hours written notice to all Members at the address last furnished by the Member to the Secretary of the Local Elected Officials Executive Council for the mailing of said notices.
- D. All applicable statutes and rules governing notice of meetings will be observed by the Local Elected Officials Executive Council including Indiana Open Door Law.
- E. All notices of the meetings shall be sent to the daily newspaper in each county seat of the region and shall be publically posted in the administrative headquarters of the Fiscal Agent.
- F. A member of the Local Elected Officials Executive Council may determine the need to utilize a proxy on his/her behalf for the Local Elected Officials Executive Council meeting(s). Proxy options may include at the discretion of the Council Member (1) another Council Member from either the Local Elected Official's home county or another county, (2) the WIB Business Representative appointed by the Local Elected Officials Executive Council, or 3) other appropriate designation.
- G. In order for a proxy to act on his/her behalf at a Local Elected Officials Executive Council meeting, the designation shall be in writing and proxies and votes will be recorded and made part of a permanent file. Any member who provides his/her proxy vote does so with the understanding that it empowers the proxy to vote on Council business and as such binds the member.

VI. DUTIES AND RESPONSIBILITIES OF A CHIEF ELECTED OFFICIAL

The Chief Elected Official (CEO) for the Workforce Investment Service Area (Economic Growth Region 6) will be responsible for the following duties, as established in the Workforce Investment Act (WIA) of 1998 and 20 CFR Parts 661, 662, 663, and 664:

- A. The CEO will call and chair the meetings of the Local Elected Officials Executive Council.
- B. The CEO will represent the region at meetings and events.
- C. The CEO will be responsible for interacting with the designated members of the Local Elected Officials Executive Council on matters concerning the Economic Growth Region 6 Workforce Investment Board.
- D. The CEO shall be authorized to act as a contact person for all Local Elected Officials Executive Council business and to sign all contracts/grant agreements not requiring full Council approval.

- E. Additionally, the CEO will have the authority to sign all necessary documents representing the actions approved by the Local Elected Officials Executive Council.
- F. The CEO is responsible, along with the Economic Growth Region 6 Workforce Investment Board Chairperson, for updating the Local Elected Officials Executive Council on workforce development activities and issues for Economic Growth Region 6.
- G. Serve as, or designate, the grant recipient for WIA funds for EGR 6 as agreed to by the members of this Agreement.
- H. Formally appoint members to the Economic Growth Region 6 Workforce Investment Board (WIB) following the criteria established by the State and WIA Section 117(b); and as authorized by this Agreement.
- I. Cooperate with the EGR 6 WIB to appoint members to the Youth Council;
- J. Partner with the EGR 6 WIB to develop and submit a local plan for WIA activities;
- K. Approve the budget developed by the EGR 6 Workforce Investment Board.
- L. Negotiate local performance measures with the EGR 6 Workforce Investment Board and the Governor.
- M. Agree to the selection of the One Stop Operator by the EGR 6 Workforce Investment Board.
- N. Provide agreement to the EGR 6 Workforce Investment Board to establish a Memorandum Of Understanding (MOU) for the operation of the WorkOne system in the region.
- O. Consult with the EGR 6 WIB to conduct oversight of WIA youth programs.

The following individual has been duly elected to serve as the Chief Elected Official for Economic Growth Region 6:

Jay County Commissioner
Milo M. Miller, Jr.
120 Court Street
Portland, IN 47371
Email: nculy@co.jay.in.us
Voice: 260-726-5209

VII. SELECTION OF A FISCAL AGENT

- A. The Economic Growth Region 6 Local Elected Officials Executive Council, through this Agreement, agree to joint responsibility for the designation or selection of the Grant Recipient/Fiscal Agent for WIA Funds.
- B. If the Local Elected Officials Executive Council opts to designate another entity other than the Chief Elected Official, such as the EGR 6 Workforce Investment Board, to act as the grant recipient/fiscal agent, a majority of the members of the Local Elected Officials Executive Council must agree in writing to the designation of the grant recipient/fiscal agent.
- C. It is understood that in cases where an alternative entity is designated as the Grant Recipient/Fiscal Agent that the liability for all grant funds remains with the Local Elected Officials Executive Council members as required by the Workforce Investment Act and specified in Section VIII of this Agreement.

VIII. LIABILITY FOR FUNDS:

- A. The EGR 6 WIB and Local Elected Officials relationship under WIA is a partnership and to the extent consistent with the Local and State Law, the Local Elected Officials Executive Council members who are signatories hereto do certify acceptance of the responsibility for the total management, operation, and compliance with all laws and federal regulations. This Agreement acknowledges the financial responsibility by the Chief Elected Official, herein referred to as CEO, for Workforce Investment Act funding granted by Department of Workforce Development (DWD) through the WIB, its Fiscal Agent for the Workforce Investment Service Area or subrecipients thereof.
- B. In accordance with 29 USC 2832, Section 117. LOCAL WORKFORCE INVESTMENT BOARDS, (d)(3)(B)(i)(I) and IC 22-4.5-6, The CEO in the Economic Growth Region 6 understands that if it shall serve as the local grant recipient for, it shall be liable for any misuse of Workforce Investment Act funds allocated to the local area (under 128 and 133). Furthermore, the signatories to this Agreement understand that while, by Agreement it may designate an entity to serve as a local grant subrecipient for such funds or as a local fiscal agent, such designation shall not relieve the signatories to this Agreement, herein referred to as Local Elected Officials Executive Council, of the liability for any misuse of grant funds.
- C. The Fiscal Agent and/or any local grant subrecipient shall secure public liability insurance on behalf of the EGR 6 WIB and the signatories of this Agreement to the extent funds are available for that purpose, to insure against the risks of bodily injury, illness, or any other damages or losses, or with respect to any claims arising out of any activity under a WIA grant or agreement whether concerning persons or property in the Fiscal Agent's or other Subrecipient's organization or any third party. The Fiscal Agent or Subrecipient shall secure insurance coverage for injuries suffered by participants who are not covered by existing worker's compensation. The Fiscal Agent shall likewise provide for or direct by contractual agreement bond coverage of all employees of the service delivery personnel, the Fiscal Agent personnel and all contractual personnel. All liability insurance policies held by the Workforce Investment Board, Fiscal Agent, One Stop Operator and Service Provider will name the Fiscal Agent, Workforce Investment Board and Local Elected Officials Executive Council membership, as members to this Agreement, as "Other Insured".
- D. Fiscal Agent shall also be required to employ outside auditing and monitoring firms to independently audit on behalf of EGR 6 WIB all Fiscal Agent and Workforce Investment Service delivery contracts and to enter its report of general evaluation of the entire EGR 6 WIB program. The Local Elected Officials Executive Council shall receive simultaneously copies of all reports, audits and evaluations provided by the audit and evaluation services.

IX. REPAYMENT OF FUNDS

- A. If the EGR 6 WIB or Fiscal Agent is required to repay or restore to the State or other funding source any sums administered by it under the Act, then all avenues and sources of existing funds will first be exhausted, such as unrestricted funds of the EGR 6 WIB and/or its Fiscal Agent, Regional Operator, and Subcontractors.

- B. If after exhausting all avenues and sources for repayment or restoration of funds to the State or other funding sources, then each member of the Local Elected Officials Executive Council, on behalf of its respective political subdivision, does hereby agree to assume liability for such repayment or restoration as follows:
1. Any funds which were disbursed and expended within one or more political subdivisions shall be repaid or restored proportionately by the recipient political subdivision.
 2. If the funds required to be repaid or restored cannot be traced to any particular disbursement to one or more political subdivisions, then each political subdivision within the WISA (EGR 6) who are signatories hereto shall participate pro rata in the repayment and/or restoration of funds in the same proportion that the respective political subdivision's funding quota under the Workforce Investment Act bears to the total funds disbursed by Fiscal Agent to the programs in said political jurisdiction.
 3. Nothing in this Article shall prohibit any entity from attempting to collect funds from a party who participated in criminal, fraudulent, or other bad faith activities, which resulted in the original misapplication of funds.

X. OTHER LIABILITY

If the EGR 6 WIB becomes liable for the payment of any funds, whether by suit, contract, judgment, default, statute, or otherwise, which sums cannot be lawfully paid from the funds available to the EGR 6 WIB, then all such sums shall be paid by the political jurisdictions which are parties hereto in the same manner and proportions set forth in Section IX hereof.

XI. OTHER RESPONSIBILITIES

- A. As schedules permit, Local Elected Officials Executive Council members are encouraged to attend EGR 6 Workforce Investment Board meetings, and meet with their Board representatives and the EGR 6 Workforce Investment Board Chairperson for updates on the progress and actions in improving workforce development for the employers and citizens of their community.
- B. The Local Elected Officials Executive Council shall be provided a courtesy copy of all meeting materials and notices of the ERG 6 WIB and its Executive Committee.
- C. At the request of the Local Elected Officials Executive Council members a courtesy copy of all EGR 6 Committee meeting materials and notices will be provided.
- D. The Local Elected Officials Executive Council members may request, individually or collectively, reasonable information from the EGR 6 WIB and may request such information to be delivered in person and/or in writing.

XII. AUTHORITY TO ACT

- A. Each signatory to this Agreement assures that he/she has the authority to sign this Agreement on behalf of his/her respective Governmental Unit. Hence, this Agreement shall be signed by the President of the County Commissioners and the other members as detailed in Section II.A., herein.

- B. In addition it is understood that each written proxy empowered to represent the member to this Agreement is binding on each Local Elected Officials Executive Council member and its representative Governmental Unit.

XIII. COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one of the same instrument.

XIV. DURATION OF AGREEMENT

This Agreement shall continue until modified or terminated. Termination of the Agreement requires a two-thirds majority vote of the Local Elected Officials Executive Council members who are signatories hereto.

XV. AMENDMENT

This Agreement may be amended at any time by written request to the CEO, who will set up a process of voting on the change. Changes in state or federal legislation affecting the Workforce Investment Act may require a modification to this Agreement. A modification of the Agreement requires a majority vote of the Local Elected Officials Executive Council. Per DWD Policy 2010-08 any modification or update of this Agreement will be submitted to the Director of Policy at the Indiana Department of Workforce Development.

XVI. MERGER

This Agreement constitutes all of the terms of the Agreement between the parties. All prior negotiations, statements, representations, warranties, and agreements, of any, pertaining to any of the details of the subject matter are hereby superseded and terminated by this Agreement, which is the entire contract of the parties. All covenants and terms hereof shall extend to and be obligatory upon the successors and assigns of the parties. Each party certifies it has full legal authority to execute this.

XVII. CHANGES TO LOCAL ELECTED OFFICIALS EXECUTIVE COUNCIL MEMBERS SIGNING

In January of each year this Agreement will be reviewed to determine if the Local Elected Official who signed this Agreement on behalf of the governmental unit they represent is no longer in office or if the Chief Elected Official has changed. In the event the Local Elected Official who is signatory to this Agreement is no longer in office or the Chief Elected Official has changed, it will be signed by the new Local Elected Official and/or Chief Elected Official respectively. Reference DWD Policy 2010-08.

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Economic Growth Region 6 Local Elected Officials Executive Council Agreement

Signature Page

In acknowledgement of approval of this Agreement by:

FOR THE LOCAL ELECTED OFFICIALS EXECUTIVE COUNCIL:


Signature: Commissioner Milo M. Miller, Jr.

Chief Elected Official
Title

4/27/11
Date: