

Appendix B:

Intergovernmental Agreement among the Municipalities of:

Barkhamsted, Bethlehem, Bethel, Bridgewater, Brookfield, Canaan, Cheshire, Colebrook, Cornwall, Danbury, Goshen, Hartland, Harwinton, Kent, Litchfield, Middlebury, Morris, Newtown, New Fairfield, New Milford, New Hartford, Naugatuck, Norfolk, North Canaan, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Sharon, Sherman, Southbury, Thomaston, Torrington, Warren, Washington, Waterbury, Watertown, Winchester / Winsted, Wolcott, Woodbury.

RE: WORKFORCE INVESTMENT

THIS Intergovernmental Agreement ("Agreement"), is entered into by and among the above referenced municipalities; (collectively, the "Parties" and, each individually, a "Party").

WHEREAS, the Parties desire to enter into an agreement in order for each Party acting by and through its chief elected official or other designated elected official (each, a "Chief Elected Official ") to implement workforce development activities under the Workforce Investment Act of 1998, as it may be amended or replaced, and under such other workforce grants or appropriations, whether formula or discretionary, awarded by the United States or the State of Connecticut; and

WHEREAS, the Parties desire to enter into such workforce agreement in order for each Party to authorize its Chief Elected Official to appoint local workforce board members in accordance with the Workforce Investment Act or such other legislation as may require the appointment of a local workforce board in order to implement a workforce system and to strategically plan for the delivery of workforce services in the workforce region encompassing the geographic area comprised by the Parties (referred to herein as the "Local Workforce Investment Area"), and to assign responsibilities among the Chief Elected Officials of each of the Parties;

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and subject to the terms and conditions hereinafter stated, - the Parties agree and understand as follows:

ARTICLE I: AGREEMENT PURPOSE

- a. It is the purpose of this Agreement to affirm, state, and establish the duties, powers, and obligations of the consortium of "Chief Elected Officials" (the "Consortium") and Executive Committee (the "Executive Committee") created under this Agreement. The terms and conditions that follow reflect the joint understanding among the Parties and shall be construed as the essential elements of the mutual considerations upon which this Agreement is based.
- b. The Parties intend to incorporate into this Agreement the duties and obligations governing the Parties, the Consortium, the Executive Committee, their grant and grant sub-recipient s, the fiscal agent and regional workforce board (the "Local Workforce Investment Board" or "Board") they

- shall appoint, and services providers they select to implement and operate State and federal workforce investment programs.
- c. The Executive Committee shall be responsible for oversight and policy determination for the development of a workforce system in the Local Workforce Investment Area.
 - d. Entry into this Agreement shall not be construed to affect any of the State's or Governor's rights to establish workforce areas or otherwise implement and oversee statewide workforce activities.

ARTICLE II: PARTIES TO THE AGREEMENT

- a. The Parties shall constitute a Local Workforce Investment Area in accordance with applicable State and federal laws. The Northwest Regional Workforce Investment Board, formerly known as the Greater Waterbury Workforce Investment Board, shall be the Local Workforce Investment Board for the Local Workforce Investment Area.
- b. Each Party represents and warrants that it has the constitutional and/or statutory power pursuant to the Connecticut General Statutes to enter into this Agreement. Further, that each has complied with any and all municipal charter, ordinance and/or other applicable requirements necessary to authorize the execution and delivery of this Agreement, including any subsequent amendments hereto that increase the liability of such Party under the terms of this Agreement and to designate a Chief Elected Official from the municipality to serve on the Consortium or the Executive Committee as applicable, and to act on the municipality's behalf. Further, each Party represents and warrants that this Agreement constitutes, and such subsequent amendments shall constitute, the legal, valid and binding obligation of such Party enforceable in accordance with its terms, and that the Parties have the constitutional and/or statutory power pursuant to the Connecticut General Statutes to enter into this Agreement.

ARTICLE III: TERM

- a. This Agreement shall become effective on June 1, 2003, and shall be automatically renewed on July 1st of each subsequent year, unless or until:
 - i. The Governor re-designates the Local Workforce Investment Area, or
 - ii. the end of the fortieth year from the date this agreement has been executed by all Parties, or
 - iii. this Agreement has been terminated by a Party upon the giving of written notice to the other Parties at least ninety (90) days prior to the end of the program year for receipt of federal workforce funds. In such instance this Agreement shall be terminated only as to such Party and not as to the other Parties to the Agreement.
- b. If any Party withdraws from this Agreement in accordance with the terms and conditions of this Agreement;
 - i. The withdrawing Party shall be liable for obligations entered into or incurred prior to the effective date of its respective withdrawal. The remaining Parties shall be allocated the future liabilities of the withdrawing Party on a pro-rata basis relative to its then-existing pro-rata liabilities hereunder;

- ii. At the option of the other Parties;
 - A. This Agreement shall continue as to all of the other Parties and, to the extent that an amendment is necessary or appropriate, the Parties may enter into such amendment, or
 - B. A new agreement may be negotiated;
- iii. In the event of the withdrawal of a Party, the Governor may take such action as is appropriate to address workforce area designation and amendment to this Agreement if necessary shall be effectuated by the Parties to conform to the action taken by the Governor.

ARTICLE IV: ORGANIZATION

- a. To carry out the purposes of this Agreement a Consortium shall be created consisting of each Party's Chief Elected Official.
- b. There shall be an Executive Committee of the Consortium, which shall consist of (5) members. Two shall be permanent members and a three shall serve on a one (1) year rotating basis. The Mayors of Waterbury and Danbury shall be the permanent members. The rotating members shall be determined as follows: The Mayor of Danbury shall select one municipality, the Mayor of Waterbury shall select one municipality and together the Mayors of Waterbury and Danbury shall select one municipality. The term of the rotating members shall coincide with the calendar year, however the inaugural rotation term shall commence on July 1, 2003 and terminate on December 31, 2004
- c. The officers of the Executive Committee shall include a chairperson, a vice- chairperson and a chairperson pro-tempore. The Chief Elected Officials of the City of Danbury and Waterbury shall alternate annually as chair and vice-chair, commencing with Danbury as the chair. There shall be a chairperson pro-tempore whom shall be elected by the full Executive Committee, from among the Chief Elected Officials of the rotating municipalities. Each shall hold office until their successors are duly elected. Notwithstanding the foregoing, the initial term of officers shall commence in July 1, 2003 and shall terminate on December 31, 2004.
- d. The Executive Committee is the body that shall perform the duties and responsibilities of the Chief Elected Officials as specified in the Workforce Investment Act and assume signatory responsibilities for Chief Elected Officials as specified in the Workforce Investment Act. If signatories are required, the signature of the chairperson shall be required on behalf of the Consortium.
- e. Meetings
 - i. The Executive Committee shall hold meetings to discuss workforce matters at least semi-annually, in the months of January and June, and more frequently at the discretion of the Executive Committee.
 - ii. The chairperson shall preside at all Executive Committee meetings and shall perform all duties incident to that office. The vice-chairperson shall preside in the absence of the chairperson and shall have the power to exercise and perform all duties of the chairperson.

- iii. Meetings of the Executive Committee shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
 - iv. A quorum at any Executive Committee meeting shall consist of the majority of the members of the Executive Committee. Actions by the Executive Committee must receive the affirmative votes of a majority of those members present and voting.
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- f. The Consortium, acting by and through the Executive Committee shall support its programs and any costs incidental to the operation of programs by grant funds appropriated to it by the federal and State grants or appropriations. In addition, the Executive Committee or its designee is authorized to accept any other grants in aid or assistance or appropriations from any of its members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether they be in the form of tangible or intangible property.
 - g. The City of Waterbury shall be the grant recipient for the purposes of receipt of federal and State workforce investment and related funds.
 - h. The Northwest Regional Workforce Investment Board, Inc. (formerly the Greater Waterbury Workforce Investment Board, Inc.) shall be the grant sub-recipient and fiscal agent for purposes of receipt of federal and State workforce investment and related funds.
 - i. The Executive Committee shall be provided with staff and related support by the same staff as that hired to provide staff support to the Local Workforce Investment Board. The staff shall carry out the policies of the Executive Committee, produce required reports for their review and approval and provide such other services as may be necessary for the Executive Committee to carry out its business.
 - j. The Executive Committee shall appoint a private sector Board which meets the requirements of federal and State law, including without limitation, Sections 117(b)(2) and 117(c)(1)(A) and (B) of the Workforce Investment Act of 1998 and Conn. General Statutes 33-31, as they may be amended from time to time, with respect to the receipt of State and federal funding streams over which the Executive Committee shall exercise policy and oversight for the implementation of workforce investment and related programs, and which meets criteria established by the Governor and the State Workforce Investment Board (the "State Board"), currently the Connecticut Employment and Training Commission, pursuant to section 117(b)(1) of the Workforce Investment Act for use by the Executive Committee in appointing such members. This majority private sector Board shall exercise those responsibilities with respect to workforce and related funding streams as shall be determined in any authorizing legislation or as shall be set forth herein.
 - k. The Executive Committee shall appoint private sector members to the Northwest Regional Workforce Investment Board based upon the submission of names for their consideration from nominations brought forth from local business organizations and business/industry/trade associations. The Executive Committee shall follow the nomination process as required under the Workforce Innovation and Opportunity Act.
 - i. Private sector members shall be in the majority of the members appointed
 - ii. When possible half of the business members appointed shall represent small business including minority business.
 - iii. Non-business members shall be selected in accordance with applicable law and the organizations, agencies, groups and institutions representing those sectors

required by governing legislation to be appointed to the non-business seats on the Board.

- iv. The Executive Committee, together with the Local Workforce Investment Board shall be authorized to take such actions as are necessary to develop a workforce system for the Local Workforce Investment Area as described herein.
- v. All nominations obtained and appointments made to the local Workforce Investment Board shall be in accordance with the Workforce Investment Act and Connecticut General Statutes 33-31, as they may be amended from time to time.
- vi. Local Workforce Investment Board members shall serve at the pleasure of the Executive Committee.
- vii. The Adult, Youth and Dislocated Worker Program funding streams, or other funding streams under the oversight of the Executive Committee shall be represented on the Local Workforce Investment Board by a member(s) of the Executive Committee, as determined by the Executive Committee for this purpose.

ARTICLE V: POWERS DELEGATED TO THE EXECUTIVE COMMITTEE

Without limiting the general delegation of authority and responsibility given to the Executive Committee under Article IV, Section (d) and without limiting the authority of the Executive Committee under the other provisions of this Agreement, the Executive Committee shall make policy decisions and shall act for the Parties in connection with all matters related to the subject matter of this Agreement, including, without limitation:

- a. The power to contract with any one of the Parties, the power to amend this Agreement, except for amendments or modifications to this Agreement for which a Party has consent rights under Article VI, Section (h) of this Agreement, and the power to contract with the State Board or the Local Workforce Investment Board;
- b. Establishment of the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed by or on behalf of, one or more of the Consortium members or any entity it appoints to make such disbursements;
- c. Establishment of the manner in which purchases shall be made;
- d. Acquisition, ownership, custody, operation, maintenance, lease or sale of real and/or personal property;
- e. The disposition, diversion or distribution of any property acquired;
- f. The power to create a separate legal administrative entity to carry out Consortium's policies;
- g. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Connecticut General Statutes, and applicable federal legislation, as well as oversight and monitoring;
- h. The acceptance of grants, gifts, or other types of financial assistance as allowed by law;
- i. The manner in which any program income, fee for services or surplus funds may be expended;
- j. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Executive Committee or the Consortium.
- k. The development of policies and procedures and/or administrative rules to effectively carry out the Executive Committee or the Consortium's policies and decisions of the Executive Committee

on behalf of the Consortium so long as they do not conflict with federal and State rules and regulations, or impinge upon powers granted to the Board through any authorizing legislation governing any of the funding streams received.

1. Together with the Local Workforce Investment Board:
 - i. Approve the budget of the Board;
 - ii. Approve the Local Workforce Plan ;
 - iii. Designate/certify or competitively select local one-stop operators;
 - iv. Provide oversight with respect to local youth activities, employment and training activities, and the one-stop delivery system;
 - v. Appoint the local youth council;
 - vi. Negotiate local performance measures and levels with the State;
 - vii. Establish the manner in which staff shall be employed to carry out and serve Consortium objectives with regard to workforce investment and related program policies; and
 - viii. The Local Workforce Investment Board shall be responsible for the selection of an Executive Director. The process for the selection of an executive director shall be approved by the Executive Committee; and
- m. Any other necessary and proper matters as they may arise and as is agreed upon by the Executive Committee or Parties.

ARTICLE VI: GENERAL PROVISIONS

- a. The municipalities who execute this Agreement shall assume liability for the misappropriation, misuse or other loss of grant funds and other obligations in an amount equal to their proportionate share of costs of benefits and services derived by their respective residents during the previous fiscal year of the Local Workforce Investment Board from any and all federal or State workforce investment programs, including, without limitation, any and all federal grant funds allocated to the Local Workforce Investment Area and utilized to implement programs pursuant to sections 128 and 133 of the Workforce Investment Act. Such liability shall derive from contractual and other obligations of the Consortium, the Executive Committee, the grant recipient and any sub grant recipient or fiscal agent and shall include without limitation, liability for any misuse of or loss related to the funds received under this Agreement to the extent allowed and/or required by law.
- b. Without limiting the foregoing, the Executive Committee shall require that the Local Workforce Investment Board purchase such commercially reasonable insurance as is necessary to insure and indemnify the Parties, their Chief Elected Officials, the signatories to this Agreement, the Consortium, the Executive Committee and/or any of its members and any separate legal entity, grant recipient or grant sub-recipient from any liability which may attach due -to the operation of Workforce Investment, Welfare to Work or other federal or State workforce investment programs.
- c. The Parties shall save harmless and indemnify the Executive Committee, each individual Party, the Consortium , the grant recipient , the grant sub-recipient, the Board and their respective members from and against financial loss and expense arising out of any claim, demand, suit or