

# AGREEMENT

## AMONG

**The Town of Bethany, the Town of Branford, the Town of Chester, the Town of Clinton, the Town of Cromwell, the Town of Deep River, the Town of Durham, the Town of East Haddam, the Town of East Hampton, the Town of East Haven, the Town of Essex, the Town of Guilford, the Town of Haddam, the Town of Hamden, the Town of Killingworth, the Town of Madison, the City of Meriden, the Town of Middlefield, the City of Middletown, the City of Milford, the City of New Haven, the Town of North Branford, the Town of North Haven, the Town of Old Saybrook, the Town of Orange, the Town of Portland, the Town of Wallingford, the City of West Haven, the Town of Westbrook and the Town of Woodbridge.**

## RE: WORKFORCE INVESTMENT

THIS AGREEMENT (“Agreement”), entered into by and among the Town of Bethany, the Town of Branford, the Town of Chester, the Town of Clinton, the Town of Cromwell, the Town of Deep River, the Town of Durham, the Town of East Haddam, the Town of East Hampton, the Town of East Haven, the Town of Essex, the Town of Guilford, the Town of Haddam, the City of Hamden, the Town of Killingworth, the Town of Madison, the City of Meriden, the Town of Middlefield, the City of Middletown, the City of Milford, the City of New Haven, the Town of North Branford, the Town of North Haven, the Town of Old Saybrook, the Town of Orange, the Town of Portland, the Town of Wallingford, the City of West Haven, the Town of Westbrook and the Town of Woodbridge (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 (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 establish a formal representative body of Chief Elected Officials (the "Council") and to affirm, state, and establish the duties, powers, and obligations of the Council. 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 Council, their grant and grant sub-recipients, the fiscal agent and the regional workforce investment board (the "Board") they shall appoint, and services providers they select to implement and operate State and federal workforce investment programs.
- c. The Council 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.
- b. Each Party represents and warrants that it has been duly authorized to enter into the Agreement, including any subsequent amendments hereto pursuant to subsections III.b.ii. or iii. hereof, and 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.
- c. Each Party further represents and warrants that its Chief Elected Official has been duly authorized to execute and deliver this Agreement and any subsequent amendments hereto pursuant to subsections III.b.ii. or iii. hereof.

#### ARTICLE III: TERM

- a. This Agreement shall become effective on April 1, 2003, and shall be automatically renewed on the first day of July of each subsequent year, unless or until:

- i. The fortieth anniversary of the date of this Agreement has been executed by all the initial Parties, or
  - ii. 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, at the option of the other Parties,
- i. 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
  - ii. A new agreement may be negotiated, and
  - 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 Council shall be created consisting of each Party's Chief Elected Official.
- b. An Executive Committee of the Council shall be elected from among the membership of the Council for a term of one year, consistent with the calendar year, and shall hold office until their successors are duly elected. The Executive Committee shall be authorized to act on behalf of the Council and shall be comprised of seven (7) Chief Elected Officials, with four (4) representatives selected by the Greater New Haven Council of Governments (COG) including the grant recipient municipality, and three (3) representatives selected by the Midstate Regional Planning Agency and the Connecticut River Estuary Regional Planning Agency. The appointing bodies may select alternates from among members of the Council.
- c. The Chairperson of the Executive Committee shall be elected by the Executive Committee for a term of one year, consistent with the fiscal year, and shall hold office until their successors are duly elected.

- d. Meetings.
- i. The full Council shall meet on a semi-annual basis.
  - ii. A quorum at any Council meeting shall consist of a simple majority of the full membership.
  - iii. Any action by the Council must receive the affirmative vote of a simple majority of those members at a meeting where a quorum is present.
  - iv. The Executive Committee of the Council shall meet on a quarterly basis.
  - v. The Executive Committee chairperson shall preside at all committee meetings and shall perform all duties incident to that position.
  - vi. A quorum at any Executive Committee meeting shall consist of five (5) members
  - vii. Any action by the Executive Committee must receive the affirmative vote of a simple majority of those members at a meeting where a quorum is present.
  - viii. In the event that an Executive Committee member is unavailable to attend a committee meeting, an alternate, who is a Chief Elected Official from the Council and who has been selected by the relevant appointing body, may attend and shall have full voting and decision making authority.
  - ix. The Annual Meeting of the Board may constitute a joint Council and Executive Committee meeting.
  - x. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut General Statutes "Freedom of Information" laws and federal law.
- e. The Council shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the federal and State grants or appropriations. In addition, the Council and the Board are 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.
- f. The Council designates the City of New Haven to be the grant recipient and its mayor the lead official for purposes of receipt of federal and State workforce investment and related funds.
- g. The Council designates the Regional Workforce Development Board to be the grant sub-recipient and fiscal agent for purposes of receipt of federal and State workforce investment and related funds.

- h. The Council shall be provided with staff and related support by the same staff as that hired to provide staff support to the Local Workforce Development Board. The staff shall carry out the policies of the Council, produce required reports for their review and approval and provide such other services as may be necessary for the Council to carry out its business.
- i. The Executive Committee shall appoint a majority private sector Board from recommendations from the Council which meets the requirements of federal and State law with respect to the receipt of federal and State funding streams over which the Council shall exercise policy and oversight for the implementation of a workforce system. 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.
  - i. Private sector members shall be in the majority of the members appointed.
  - ii. If 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. The Executive Committee may appoint such other individuals or organizations as they feel represent the interests of the Workforce Investment Area, as long as the majority private sector membership is maintained.
  - iv. The Council, together with the Local Workforce Development 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. Local Workforce Development Board members shall be appointed for fixed and staggered terms in accordance with the bylaws of the Board, and serve at the pleasure of the Council.
  - vi. The private sector member appointments to the Local Workforce Development Board shall always number two (2) more than the total number of public sector/mandated partners. In addition, in consideration of population, labor force and industry distribution, the private sector membership shall consist, to the greatest extent possible, of seventy percent (70%) representation from the Greater New Haven Council of Governments region and thirty percent (30%) from the Midstate Regional Planning Agency and the Connecticut River Estuary Regional Planning Agency regions.
  - vii. The public sector and mandated partners will be appointed by the Executive Committee, and will, to the greatest extent possible, constitute a mix that reflects representation from the Greater New Haven COG area, the Midstate Regional Planning Agency and the Connecticut River Estuary Regional Planning Agency

areas. Appointments shall be made with consideration to both geographic and type of representation.

- viii. The Workforce Investment Act funding streams shall be represented on the Local Workforce Development Board by a representative of the grant recipient municipality. This shall be in addition to their service as members of the Council.
- ix. Once appointed, Board members shall serve for the term of office as indicted herein unless the member resigns, ceases to represent the category to which he/she was appointed, has missed three meetings in a row without an excused absence from the Board chairperson or committed an act of moral turpitude. In such instance vacancies shall be filled in the same manner in which the appointment was made. Appointees to vacant seats in the middle of a term of office shall serve until the term office of the original member has expired.
- x. Members may be re-appointed for consecutive terms at the determination of the appointing entities.

#### ARTICLE V: POWERS DELEGATED TO THE COUNCIL

- a. The Council authorizes the Executive Committee to make policy decisions and to act for the Parties in connection with all matters related to the subject matter of this Agreement, including, without limitation,
  - i. 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.
  - ii. The development of polices and procedures and/or administrative rules to effectively carry out the Council's policies and decisions 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.
  - iii. Together with the Board appointed by the Executive Committee, the Council shall:
    - A. Approve the budget of the Board.
    - B. Approve the Local Workforce Plan.
    - C. Designate/certify or competitively select local one-stop operators.
    - D. Provide oversight with respect to local youth activities, employment and training activities, and the one-stop delivery system.

E. Appoint the local youth council in accordance with applicable law and the organizations, agencies, groups and institutions representing those sectors required by governing legislation.

iv. Any other necessary and proper matters as they may arise and as is agreed upon by the Council members or Parties.

#### ARTICLE VI: GENERAL PROVISIONS

- a. The City of New Haven shall assume liability for contractual and other obligations of the Council, including without limitation, liability for any mis-expenditure or loss related to the funds received from the State and federal government to implement programs under this Agreement to the extent allowed and/or required by law.
- b. The Board shall purchase such insurance as is necessary to indemnify the Parties, the Council 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 the Workforce Investment Act or other federal or State workforce investment programs.
- c. The Parties shall save harmless and indemnify each individual Party, the Council, 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 judgment by reason of alleged negligence, intentional act or alleged deprivation of any person's civil rights or other alleged act or omission resulting in alleged damage or injury, if the indemnified person or entity is found to have been acting in the discharge of duties or within the scope of employment and such act or omission is found not to have been wanton, reckless or malicious. The Parties shall provide for the defense of any such indemnified person or entity in any civil action or proceeding in any state or federal court arising out of any alleged act, omission or deprivation that occurred or was alleged to have occurred while the indemnified person or entity was acting in the discharge of duties or in the scope of employment.
- d. The Executive Committee and the Board shall be responsible for deciding on a course of action or defense in the event of a mis-expenditure or other loss related to funds received for purposes of implementing this Agreement.
- e. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

- f. It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- g. Whenever any Party or Council member desires to give notice unto another Party or Council member, notice must be given in writing sent by registered United States Mail with Return Receipt Requested, or by nationally recognized overnight courier, addressed to the Party or Council member for whom it is intended, at the address last specified in compliance with the provision of this Section. The Parties designate the office address of their respective Chief Elected Officials listed with their respective signatures on this Agreement as place for giving notice to a Party or a Council member under this Agreement. Each Party or Council member may change the address for notice pursuant to a subsequent notice by the method and manner described in this Section.
- h. The Board shall make such reports to the State and the federal government as may be required and the Council shall require such reports as necessary from the Board, the grant recipient or grant sub-recipient.
- i. Council and Board members may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, State and local policies.
- j. To the extent a dispute shall arise among the Parties in connection with this Agreement, the Parties shall first attempt an informal resolution, followed by formal mediation.
- k. The Chairperson of Board and/or the Executive Director of the Board shall act as signatory for the Parties on all agreements, leases or grants, or on any other document requiring a signature in order to be legally binding. The Executive Director shall be authorized to oversee the procurement of goods and services necessary to carry out the day to day activities of the Board and to enter into agreements for these goods and services.
- l. This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Connecticut.
- m. In the event that any provision of this Agreement or the application of any such provision to any Party or circumstances be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
- n. Any waiver at any time by any Party of its rights with respect to any default or other matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or other matter.