

GREATER RARITAN WORKFORCE DEVELOPMENT AREA
JOINT AGREEMENT
between
HUNTERDON AND SOMERSET COUNTIES
COUNTY COMMISSIONER BOARDS *and*
THE GREATER RARITAN WORKFORCE DEVELOPMENT BOARD

THIS AGREEMENT, effective January 31, 2003, as revised November 1, 2007, and subsequently revised as of March 1, 2009, September 1, 2013 and revised on January 1, 2023, by and between the County of Hunterdon, a body politic of the State of New Jersey with offices at Hunterdon County Government, P.O. Box 2900, Flemington, NJ, 08822 (hereinafter referred to as "Hunterdon County") and the County of Somerset a body politic of the State of New Jersey with offices at Somerset County Government, P.O. Box 3000, Somerville, NJ 08876 (hereinafter referred to as "Somerset County"), and the Greater Raritan Workforce Development Board, established in the State of New Jersey with its principal offices located with Somerset County at 27 Warren Street, Somerville, NJ 08876 (hereinafter referred to as the "GRWBD").

WHEREAS, the Workforce Innovation and Opportunity Act, signed by President Barak Obama on July 22, 2014, Public Law 113-128, hereinafter referred to as the "ACT" or "WIOA", requires the establishment of locally designated Workforce Development Areas and the appointment of local Workforce Development Boards in order to receive an annual allocation of WIOA program and administrative funds;

WHEREAS, the Boards of County Commissioners of Hunterdon County and Somerset County believe that it is in the best interest of their citizens to form the Greater Raritan Workforce Development Board Area to serve Hunterdon County and Somerset Counties;

WHEREAS, the Governor of the State of New Jersey has designated Hunterdon County and Somerset County as the Greater Raritan Workforce Development Board Area eligible for receipt of federal WIOA funds and state formula and non-formula funds, (hereinafter referred to as ("GR Area")); and

WHEREAS, The Act requires an agreement between the chief elected officials of Hunterdon County and Somerset County (hereinafter referred to as CEOs) and the GRWDB for the purposes of carrying out the functions prescribed by WIOA that are to be performed by the CEOs and the GRWDB

WHEREAS, Hunterdon County, Somerset County and the GRWDB agree to enter into this agreement to carry out the roles and responsibilities defined in the WIOA in the development of a comprehensive, integrated and market-driven bi-county workforce investment system as well as the vision, principles and strategies defined in *the Strategic*

Five-Year Unified State Plan for New Jersey's Workforce Development System (hereinafter referred to as "State Plan").

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants and understandings contained herein, Hunterdon County, Somerset County and the GRWDB agree as follows:

I. GRWDB Board Appointments

1. Appointment of members to the GRWDB will be made by the Boards of County Commissioners for Hunterdon and Somerset Counties in accordance with the ACT and as follows: Four appointments will be joint: One Raritan Valley Community College Administration representative, one representative from NJ Department of Labor and Workforce Development's local area Wagner-Peyser office, one representative of the NJ Department of Vocational Rehabilitation and one Organized Labor Representative.
2. The balance of the appointments to the Board (19 additional members) shall consist of thirteen (13) from Somerset County and six (6) from Hunterdon County, which division has been calculated based upon the funding to the GRWDB provided by each County (approximately 70% from Somerset County and approximately 30% from Hunterdon County). Should the funding propositions shift between the two counties by more than five (5%) percent, the appointment of the Board members shall be reapportioned to reflect any modification to the respective funding provided by the parties.
3. In accordance with the requirements of WIOA, a majority (51%) of the GRWDB membership will be private sector representatives who:
 - are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority;
 - represent businesses, including small businesses, that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
 - are appointed from among individuals nominated by local business organizations and business trade associations. In accordance with the requirements of WIOA, not less than 20 percent of the members of the board shall represent labor organizations (minimum of one (1) apprenticeship coordinator (minimum of one (1)) and community-based organizations that have experience in addressing the employment needs of individuals with barriers to employment, including veterans, those with disabilities, and out-of-school youth. In accordance with the

requirements of WIOA, representatives with optimum policy making authority within the following entities must be appointed to the Board:

- County Superintendents of Vocational and Technical Schools.
 - Community or County College Administration representative.
 - Adult Education or Literacy from either a local education agency or other major publicly funded Title II program.
6. In accordance with the requirements of WIOA, at least one (1) economic development agency must be represented on the GRWDB. More specifically, a representative from a County Economic Development Agency or appropriate municipal authorities.
 7. In accordance with State guidelines, since several of these organizations come under the jurisdiction of a single agency, individuals appointed to the Board may cover one or more of the required categories.
 8. The GRWDB's One-Stop Partners will include local representatives as outlined in the One-Stop Partners MOU per (WIOA legislation) from:
 - New Jersey Department of Labor and Workforce Development (LWD) programs including Wagner-Peyser, Veterans Services, Unemployment Insurance and Vocational Rehabilitation.
 - WIOA Program Administrator.
 - Local WIOA Title II Adult Education.
 - Local or State Older American's Act programs.
 - Housing and Urban Development.
 - Local Community Services Block Grant recipient.
 - Local Carl Perkins Vocational Training services provider.
 - County Board/Division of Social Services.
 - Community or County College.
 - One-Stop Operator.
 - Human Services Advisory Council Director/Coordinator/Chair/Representative.
 9. Every effort will be made to keep Board appointments to the minimum number necessary to meet WIOA requirements.
 10. The GRWDB shall have the following minimum officers to be checked in accordance with the GRWDB's by-laws for nomination, election and terms of office:

- Chair – which must be a private-sector GRWDB member subject to item 11 below.
- Vice Chair

11. Chairmanship of the GRWDB shall alternate by county on a biannual basis.

II. Grant Recipient

The CEOs of Hunterdon County and Somerset County designate Somerset County as the Grant Recipient for all fiscal administration and management matters as required by WIOA and the State. As of July 1, 2003, Somerset County will assume the role of the Grant Recipient. As Grant Recipient in all fiscal and administrative matters, Somerset County will:

1. Receive from the State of New Jersey, all WIOA and other funding resources allocated to the GR Area in accordance with WIOA and related Federal law and regulations and shall make such resources available to the GRWDB;
2. Receive from the State of New Jersey all funding resources allocated to the GR Area in accordance with State law and regulations and shall make such resources available to the GRWDB;
3. Authorize the acceptance and/or amendment of all public funding resources allocated to the GR Area including but not limited to, WIOA by a resolution of the Somerset County Board of County Commissioners;
4. Draw down WIOA and other funding resources allocated to the GR Area from the State in a manner consistent with locally approved budgets as outlined in Section IV of this Agreement, based on anticipated monthly cash flow and in accordance with Federal and State law, regulations, policies and procedures;
5. Accept additional workforce program funds developed through grant proposals and solicitations from other federal, state, or local sources;
6. Provide financial oversight and conduct all fiscal monitoring for all funding resources allocated to the GR Area and placed under the authority of the GRWDB for program oversight by Federal, State and local law, regulations and policies including but not limited to WIOA;
7. Notify Hunterdon County of any changes to funding resource allocations to the GR Area and the results of financial oversight activities;

8. Make available to the GRWDB, within the time and in the manner as agreed to with the GRWDB such information as the GRWDB deems appropriate for the performance of its statutory obligations pursuant to its responsibilities under WIOA;
9. Create a unique division within the County of Somerset's Administrator's Office hereby known as the Workforce Development Board Division and as such will provide an office location, with general operating amenities provided to Somerset County general government employees for GRWDB staff, hired according to Section V. Item #7 of this MOU, within the, Somerset's County Administrator's Office and as such Somerset County agrees to provide day-to day supervision of GRWDB staff, and a level of personnel benefits comparable to other Somerset County general government employees of the same salary and grade level as the GRWDB staff.

III. Fiscal Agent

Hunterdon County and Somerset County agree that since July 1, 2003, Somerset County will be responsible for all Fiscal Agent responsibilities. Any designation of an entity to serve as a local grant subrecipient for any funding resources allocated to the GR Area or as a local fiscal agent must be jointly agreed upon by both Hunterdon County and Somerset County. Such designation shall not relieve the CEOs of both Hunterdon County and Somerset County from their liability for any misuse of grant funds.

The Fiscal Agent agrees to:

1. Coordinate with the GRWDB and One-Stop Operator to develop a Master Budget for all funds under the GRWDB's authority;
2. Assist the GRWDB and One-Stop Operator with all matters related to Fiscal management and budgeting for operational planning, the development of Requests for Proposal, contracting process, strategic plans and the development of grant proposals;
3. Oversee and approve of all expenditures associated with the operation of the One-Stops programs under the authority of the GRWDB, and GRWDB business in accordance with generally accepted accounting practices and Federal, State and local laws and regulations related to the funding being used;

4. Process all invoices/accounts payable and perform related accounting functions for all funds under the authority of the GRWDB;
5. Review, analyze and submit monthly fiscal reports to the State after approval by the GRWDB in a timely manner such that revisions can be made prior to submittal to the State, coordinating with GRWDB Staff, One-Stop Operator as appropriate and/or requested by the GRWDB;
6. Perform an annual audit on all funding resources allocated to the GR Area in accordance with the Single Audit Act;
7. Alert the GRWDB and One-Stop Operator to under-obligated and under-expended funding resources;
8. Coordinate/conduct all procurement and purchasing activities in partnership with the GRWDB and One-Stop Operator for all funds overseen by the GRWDB;
9. Advise GRWDB Board and Staff and One-Stop Operator of any new fiscal requirements or procedures mandated by local, State or Federal law and regulations;
10. Make available all records and documents related to funding resources allocated to the GR Area to representatives from GRWDB, Hunterdon County, Somerset County, New Jersey State Department of Labor, and other entities allocating funds to the GR Area; and
11. Designate and manage staff to carry out these activities.

IV. Budget Approval

The GRWDB shall be responsible for developing and submitting for approval to the CEOs of Hunterdon County and Somerset County, a budget which contains any funding resources available and utilized for the purposes of carrying out the activities of the GRWDB, One- Stop Operator and services including WIOA, WorkFirst New Jersey, and Workforce Literacy services.

The CEOs agree that all funds specifically designated by Federal laws and regulations, the Governor of New Jersey and the New Jersey Commissioner of Labor or their designees as under the authority of the GRWDB will be provided to the GRWDB consistent with the budget developed by the GRWDB as approved by the CEOs of Somerset County as Fiscal Agent in accordance with general Somerset County budget timeframe and policies.

The local grant recipient or an entity designated as the Fiscal Agent shall disburse such funds for workforce activities at the request of the GRWDB, in accordance with the GRWDB budget duly adopted, pursuant to the requirements of WIOA, WFNJ and WorkForce Literacy or other Federal or State directives, if the request does not violate a provision of the Act or related federal or state regulations. The Grant Recipient or Fiscal Agent shall disburse the funds immediately upon receiving such direction from the GRWDB. .

V. GRWDB Board Responsibilities

The GRWDB agrees to carry out its functions in a manner consistent with WIOA, WFNJ Consolidation Plan, the State Plan, the Regional Plan and the GRWDB's By-laws and all other applicable laws, statutes and regulations. GRWDB recognizes that it is responsible for developing the strategic vision for the local workforce system and establishing clear policies that sets the framework for the conduct of related programs and services, as part of the 13 critical functions of local Workforce Development Boards as detailed in Section 107 (Section D) of the Act. To carry out this mission, the GRWDB will:

1. In partnership with the CEOs, appoint a Youth Council / Youth Committee whose membership meets the requirements under the Act and the State Plan;
2. In partnership with the CEOs, design and prepare a Comprehensive Five-Year Workforce Development Strategic Plan, (hereinafter referred to as "Local Plan") consistent with the State Plan that establishes standards for the performance of programs and service as well as facilitates the development of a local comprehensive workforce development system. The Local Plan also will align with the North Jersey Regional Workforce Plan that GRWDB staff provide input and information for as the Regional Plan is developed. The Local Plan and the Regional Plan must be consistent with the Act as well as regulations promulgated by the U.S. Department of Labor, New Jersey State Employment and Training Commission and the New Jersey Department of Labor. The Local Plan will consolidate all existing programs into a single comprehensive system that optimizes all Federal, State and local workforce development resources, and be in alignment with the goals and strategy of the Regional Plan. The GRWDB will also assure that the Local Plan and the Regional Plan are developed in a manner which provides opportunity for public comment and input in conformity with the Act; Prepare other workforce related planning documents or items including, but not limited to: policies to be followed by One-Stop partners in the providing of services; welfare-to-work (Consolidation) strategic plan; literacy strategic plan; and Local and Regional Plan updates;

3. Develop and approve its own by-laws, in compliance with the roles and responsibilities under WIOA, the State Plan, the Regional Plan and the Local Plan approved by the SETC;
4. Receive and expend funding resources allocated to the GR Area including but not limited to WIOA, WFNJ and Workforce Literacy for the purpose of implementing and carrying out the Local Plan and other GRWDB plans;
5. In accordance with applicable laws, regulations, and funding constraints assist the CEOs of Somerset County as Fiscal Agent to identify and hire staff, contract for services, or identify organizations able to provide in-kind services, as it deems necessary to carry out GRWDB functions and responsibilities under this Agreement and WIOA, WFNJ and Workforce Literacy;
6. Develop and implement a scope of work for its Boards and Committees to carry out the goals and strategies approved in the local Five-Year Strategic Plan and other GRWDB plans. In the event that the GRWDB seeks to maintain staff to assist the GRWDB in carrying out its responsibilities and provided that sufficient funds are available in the GRWDB generated and CEO approved GRWDB budget, the GRWDB hereby agrees to permit Somerset County as Fiscal Agent/Grant Recipient to be said employer of GRWDB staff. The GRWDB agrees to adhere to Somerset County's generally accepted Human Resources policies and practices for advertising and soliciting candidates for selection for any and all GRWDB staff positions that are approved in the GRWDB generated and CEO approved budget. The GRWDB can form a Special Committee to assist Somerset County to interview candidates and make recommendations for hiring. The GRWDB agrees that this Special Committee can also assist Somerset County in the annual evaluations of GRWDB staff once hired, using the Somerset County Human Resources general policies, practices and forms for general County Government employees.
7. Conduct marketing and communication activities that promote the mission of the GRWDB and the development of a comprehensive Workforce Development System, coordinating these efforts with the public information offices of Hunterdon County and Somerset County, and with the economic development agencies of Hunterdon County and Somerset County;
8. Oversee, evaluate and monitor programs and services under the authority of the GRWDB in accordance with the Act and other relevant Federal and State

laws and regulations, and in a manner sufficient to judge the effectiveness in achieving GR Area performance requirements and GRWDB established standards.

9. Provide written reports, to the CEOs of Hunterdon County and Somerset County, in a form acceptable to the CEOs, on levels of program operation and expenditures.
10. Carry out other programs and services as determined by the New Jersey State Employment & Training Commission, the New Jersey Department of Labor and its designees.
11. Carry out regional planning activities as required by the state in accordance with the Act.
12. In accordance with State guidelines, meetings of the full GRWDB membership will be conducted regularly; at a minimum of at least quarterly per annum.
13. In accordance with State guidelines, GRWDB staff will coordinate meetings of four committees: Disabilities, Literacy, One-Stop and Youth. These committees will meet regularly – at a minimum of at least quarterly per annum – to help provide input and feedback for policies and direction approved by the full Board.
14. Conduct all business in an open manner as required by of the Act and make available to the public on a regular basis and through the GRWDB's web site, information about the activities of the GRWDB including information about local plans, its members, minutes of Board meetings, and the awarding of grants and contracts.

VI. One- Stop Delivery System

The GRWD is responsible for the planning and oversight of the One-Stop system. In carrying out the mandates of WIOA and the requirements as set forth by the State Plan, the GRWDB will:

1. In partnership with the CEOs, negotiate with the Governor to reach agreement on Performance Standards to be used to measure the performance of the local area and the performance of the local fiscal agent (where appropriate), eligible providers, and the One- Stop Delivery System in conformity with the Act.

2. The GRWDB will select a One-Stop Operator for the Greater Raritan area through a competitive bid process in accordance with WIOA and its implementing regulations, and Local procurement laws and regulations. The GRWDB also will competitively select providers of Career Training Services, Youth Services, WorkFirst New Jersey and Workforce Learning Link services in accordance with WIOA and its implementing regulations and Local procurement laws and regulations.
3. The GRWDB, with agreement of the CEOs, will enter into an MOU with the One-Stop Partners for the development and operation of a comprehensive One-Stop Center(s) within the limits of available funding. This may include, but is not limited to agreements on cost allocation, common operating policies and procedures, achievement of One-Stop chartering goals and continuous improvement strategies, and creating access to all programs and services under WIOA regulations and the State Plan;
4. The GRWDB will ensure that all Federal and State mandated Partners, as outlined in WIOA and the State Plan, are given the opportunity and encouraged to participate in the One-Stop system;
5. The GRWDB will establish standards for the performance of the One-Stop system and conduct oversight with respect to the One-Stop delivery system in conformity with the Act.
6. Within the limits of available funding, the GRWDB will respond to other State mandates for building a comprehensive One-Stop delivery system as required, which may include, but is not limited to preparation of One-Stop Chartering Applications, One- Stop Continuous Improvement Plans, and other documents as necessary.

VII. Resolutions of Conflicts

In the event that the CEO from Hunterdon County, the CEO from Somerset County or the GRWDB Executive Committee cannot reach mutual agreement on an issue(s), the CEOs will meet with the GRWDB Chair and Executive Committee members to discuss and resolve the areas of conflict.

If no mutual agreement is reached among the CEOs and the GRWDB, the GRWDB and CEOs agree to enter into arbitration conducted by the Governor or a designee. If agreement cannot be reached on the selection of an independent arbitrator than the Governor or a designee will select the independent arbitrator. The arbitration will be guided by the requirements of the Workforce Innovation and Opportunity Act, the authority given to the State in the Act, principles defined in the State Plan and other relevant Federal or State mandates.

VIII. Insurance and Mutual Indemnification

The GRWDB shall hold harmless Hunterdon County and Somerset County, its officers, employees, and servants from all suits, actions or claims brought on account of any inquiries or damages sustained by and persons or properties in consequence of any negligent act or omission on the part of the GRWDB or its employees in connection with this Agreement.

Hunterdon County and Somerset County shall hold harmless the GRWDB, its officers, employees, and servants from all suits, actions or claims brought on account of any inquiries or damages sustained by and persons or properties in consequence of any negligent act or omission on the part of Hunterdon County, Somerset County or its employees in connection with this Agreement.

In addition to the other rights and remedies of the parties herein, both Somerset County and Hunterdon County agree to indemnify and hold harmless one another, including their officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the acts or omissions of either party arising out of this Agreement or any of the obligations assumed hereunder, provided it is determined by a Court having the appropriate jurisdiction, that the County at issue is solely responsible for such liability. In the event that it is determined by a Court that the County is not solely responsible for said liability, then that County's liability shall be limited to that degree of liability determined by said Court to be its proportionate liability. Either County, upon notice, shall resist and defend, at its own expense at such action or proceeding. In addition, as its option, either County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or obligations under this paragraph. Somerset County waives all rights of subrogation against Hunterdon County on behalf of itself and its insurance carrier.

During the performance of this contract, Somerset County agrees to carry and keep in force the following insurance: worker's compensation insurance, including employer's liability insurance for its employees, at the statutory amount; comprehensive general liability insurance, including coverage for bodily injury, and property damage insurance for a combined single limit of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

During the performance of the contract, Hunterdon County agrees to carry and keep in force the following insurance: worker's compensation insurance, including employer's liability insurance for its employees, at the statutory amount; comprehensive general liability insurance, including coverage for bodily injury, and property damage insurance for a combined single limit of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

IX. All parties will operate in accordance with the laws, regulations, eligibility and/or policies of its Grantor Agency, the Workforce Innovation and

Opportunity ACT (WIOA)) at any county, state, or federal rules, statutes, laws, regulations and directives related to WIOA.

X. Other

If any terms of this agreement of the application therefore to any person or circumstance shall, by any extent, be held invalid or unenforceable, the remainder of this agreement or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

No part of this Agreement should be construed to limit or otherwise infringe upon the GRWDB, CEOs, or Grant Recipient's ability to exercise options available under WIOA or applicable regulations.

XI. Terms of Contract

This agreement became effective January 31, 2003 and has been revised as of November 1, 2007, subsequently revised as of March 1, 2009, subsequently revised September 1, 2013 and revised January 1, 2023, and shall remain in force and in effect in perpetuity or until either party provides the other with sixty (60) days written notice of intent to terminate, repeal of the Workforce Investment Act of 1998, otherwise by action of law.

BE IT FURTHER RESOLVED, that acceptance of all the terms and conditions contained herein is acknowledged below by the signatures of the County Commissioner Directors of Hunterdon County or Somerset County duly authorized to sign this Agreement by the Boards of County Commissioners of their respective County and the GRWDB Chair.

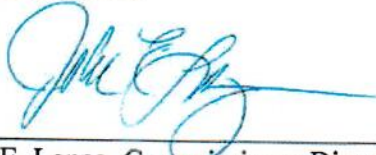
SIGNATURES

See Attached.

**GREATER RARITAN WORKFORCE DEVELOPMENT AREA
JOINT AGREEMENT
between
HUNTERDON AND SOMERSET COUNTIES
COUNTY COMMISSIONER BOARDS and
THE GREATER RARITAN WORKFORCE DEVELOPMENT BOARD**


Signature Page 1 of 2

For Hunterdon:



John E. Lanza, Commissioner Director

**I HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL**



**CLERK
HUNTERDON COUNTY BOARD OF
COUNTY COMMISSIONERS**



Andrew C. Russano, Clerk of the Board

12/20/2022

Date

For GRWDB:



Joanne Hala, GRWDB Chair

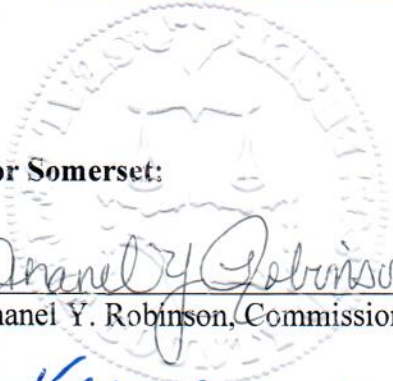
3.3.23

Date

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Signature Page 2 of 2

For Somerset:



Shanel Y. Robinson
Shanel Y. Robinson, Commission Director

Kelly Mager
Kelly Mager, Clerk of the Board

2/14/23
Date

For GRWDB:

Joanna Hala
Joanna Hala, Board Chair

3.3.23
Date