CHARTER

NORTHEAST WOKFORCE DEVELOPMENT REGION CHIEF LOCAL ELECTED OFFICIALS (CLEOS) CONSORTIUM AGREEMENT

This Agreement, made and entered into this <u>21st day of June 2021</u>, by and between the COUNTIES of Schuyler, Scotland, Clark, Adair, Knox, Lewis, Macon, Shelby, Marion, Randolph, Monroe, Ralls, Pike, Montgomery, Lincoln, and Warren in the State of Missouri (hereinafter, the Counties):

WITNESSETH

WHEREAS, the Chief Local Elected Officials (CLEOs) of the aforementioned counties did previously adopt resolutions authorizing the creation of a consortium, in order to administer the provisions of Public Law 113-128, the Workforce Innovation and Opportunity Act (hereinafter, "the Act"), and

WHERAS, the Chief Local Elected Officials (CLEOs) of each of the aforementioned counties have adopted a resolution authorizing the appointed CLEO to sign this Charter (hereinafter, the Charter) under the Act:

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and each party acknowledges sufficiency of which for itself, the Counties do hereby agree to the following Charter:

AGREEMENT

SECTION 1: That the Counties of Schuyler, Scotland, Clark, Adair, Knox, Lewis, Macon, Shelby, Marion, Randolph, Monroe, Ralls, Pike, Montgomery, Lincoln and Warren do hereby constitute themselves to be a consortium for the purposes of Section 107 (c)(I)(B) of Public Law 113-128, the Act.

SECTION 2: The Chief Local Elected Officials (Appointed Commissioners) (hereinafter the CLEOs) of the Counties in Section 1, shall constitute the Northeast Workforce Development Region CLEOs Consortium, (hereinafter, the Consortium).

SECTION 3: The Consortium shall elect an Executive Committee from its membership. This committee shall consist of a Chairperson, a First Vice-Chairperson, Second Vice Chairperson and such other officers as may be provided in the bylaws of the Consortium (hereinafter, the bylaws) to serve for a term of one year or until a successor is elected and qualified. Vacancies shall be filled by election for the residue of the unexpired term. The Executive Committee as provided in the bylaws shall appoint a clerk for the Consortium and its committees as needed.

SECTION 4: The Consortium may adopt operational and procedural bylaws consistent with this Charter, applicable federal and state laws and rules or regulations pursuant thereto. Bylaws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership

of the Consortium at any regular meeting called for that purpose, provided that written copies thereof are sent (postmarked) to each member fifteen days prior to consideration.

SECTION 5: The Consortium shall appoint the WDB, under Section 107of Public Law 113-128 and applicable rules thereunder.

SECTION 6: The Consortium shall execute an agreement with the WDB for the operation and functions of the WDB under Section 107 of the Act, and the Consortium shall approve all local plans under Section 108 of the Act.

SECTION 7: The Consortium shall perform all functions for the CLEOs as contained in Public Law 113-128, the Act.

SECTION 8: The Northeast Region CLEO Consortium allows its members to appoint an Associate Commissioner of their said county to act as their proxy on the Workforce Development Board. The Presiding Commissioner must sign and submit appointment to the Consortium clerk signifying an Associate Commissioner to act as their proxy.

SECTION 9: This Charter agreement shall be effective when approved by resolutions adopted by the County Commission of each county party hereto and executed by the CLEO signature thereof pursuant to said resolution. Previous agreements in place for the administration of the previous WIA programs shall remain in force. This Charter shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements under previous workforce development laws.

SECTION 10: Amendments to the Charter Agreement may be adopted with the concurrence of the County Commission of each county party hereto. The Consortium may be dissolved and this agreement may be rescinded only with the consent of all of the County Commissions of the counties party hereto and the Governor.

IN WITNESS WHEREOF, the parties representing the government entities listed in Section 1, through their signatures below, have read and understand this charter agreement and hereto have caused this charter agreement that was reviewed on June 21, 2021 to be executed:

ADAIR COUNTY	
Mark Shahan Haik Shahan (Jul 14, 2021 11:03 COT)	 Date
CLARK COUNTY	
Buddy Kattelmann, Presiding Commissioner Clark Co Buddy Kathenson, Presiding Commissioner Clark County (See 22, 2021 18 01 COI)	ounty Apr 22, 2021
Signature and Position	Date
KNOX COUNTY	
Luther GREEN Luther GREEN Act 29, 2021 11:25 COT	
Signature and Position	Date
e .a	si.
LEWIS COUNTY Deanne Whiston Lewis Co Commissioner	
Deanne Whiston Lewis Co Commissioner (Apr 27, 2021.07:13 COT)	Apr 27, 2021
Signature and Position	Date
LINCOLN COUNTY	
្បីវត្តទុក្ស ស្ថិត្ត ស្វ្រ វ , 2021 08:24 CDT)	Date Date
MACON COUNTY	
Alan R Wyatt Alan R Wyall (Jun X6, 2021 16:16 COT)	
Signature and Position	Date

J. David Lomay	Apr 22, 2021
Signature and Position	Date
MONROE COUNTY	
mike Whelay 6,9,21	2 2
Signature and Position	Date
MONTGOMERY COUNTY	
Ryan Poston (Jul 15, 2021 10.57 com	Date
PIKE COUNTY	
Chris Gamm, Prosiding Chris Gamni, Presiding (Apr 22, 2021 14:49 Cot)	Apr 22, 2021
Signature and Position	Date
RALLS COUNTY	
Jo QC 1/24 M/ (20 1 102 1 08 1 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Signature and Position	Date
RANDOLPH COUNTY	
John 1419 [10113, 2021 19.49 CD1]	Date

MARION COUNTY

SCHUYLER COUNTY Signature and Position Date **SCOTLAND COUNTY** June 26, 2021 Signature and Position Date **SHELBY COUNTY** <u>Alonn H. Eagan</u> Glenn H. Eagan (Apr 24, 2021 12:03 COT) Apr 24, 2021 Signature and Position Date **WARREN COUNTY** Aug 16, 2021 Gildehaus (Aug 16, 2021 09:38 CDT) Signature and Position Date