

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

THIS AGREEMENT, effective January 31, 2003, as revised November 1, 2007, and subsequently revised as of March 1, 2009, ~~and revised~~ September 1, 2013 ~~and revised on~~ XXXX, XX, 2021 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 ~~Investment-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 "GRWB~~DWIB~~").

WHEREAS, the Workforce Innovation and Opportunity Act, signed by President Barak Obama on July 22, 2014, Public Law 113-128,~~Investment Act of 1998, enacted by the 105th Congress on August 7, 1998, Public Law 105-220~~, hereinafter referred to as the "ACT" or "WIOA", requires the establishment of locally designated Workforce Development ~~Investment~~ Areas and the appointment of local Workforce Development ~~Investment~~ Boards in order to receive an annual allocation of WIOA program and administrative funds;

WHEREAS, the Boards of ~~Chosen Freeholders~~County Commissioners of Hunterdon County and Somerset County feel that it is in the best interest of their citizens to form the Greater Raritan Workforce Development Board ~~Investment~~ Area comprised of Hunterdon County and Somerset County;

WHEREAS, the Governor of the State of New Jersey has designated Hunterdon County and Somerset County as the Greater Raritan Workforce Investment-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, ~~Section 116 of T~~he Act requires an agreement between the chief elected officials of Hunterdon County and Somerset County (hereinafter referred to as CEOs)

and the ~~GRWDBWIB~~ for the purposes of carrying out the functions prescribed by WIOA that are to be performed by the CEOs and the ~~GRWDBWIB~~.

WHEREAS, Hunterdon County, Somerset County and the ~~GRWDBWIB~~ agree to enter into an 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 Investment~~ 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 ~~GRWDBWIB~~ agree as follows:

I. ~~GRWDBWIB~~ Board Appointments

Appointment of members to the ~~GRWDBWIB~~ will be made by the Boards of County Commissioners for Hunterdon and Somerset Counties in accordance with the ~~requirements of Section 117 of the~~ ACT and as follows:

1. ~~Five~~Four appointments will be joint: ~~President of One~~ Raritan Valley Community College ~~Administration representative~~, one representative from NJ Department of Labor, and Workforce Development's ~~local area Wagner-Peyser office~~, and one representative of the NJ Department of Vocational Rehabilitation and ~~one~~two Organized Labor Representatives.
2. The balance of the appointments to the Board (~~25-19~~ additional members) shall consist of ~~seventeen-thirteen~~ (137) from Somerset County and ~~ten-six~~ (640) from Hunterdon County, which division has been calculated based upon the funding to the ~~GRWDBWIB~~ provided by each County (approximately ~~7060~~70% from Somerset County and approximately ~~3040~~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 ~~and any~~ modification to the respective funding provided by the parties.
3. In accordance with the requirements of WIOA, a majority (51%) of the ~~GRWDBWIB~~ 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 with employment opportunities that reflect the employment opportunities of the local area; and~~

~~➤ are appointed from among individuals nominated by local business organizations and business trade associations. Represent the industrial and demographic composition of the business community and at least one half of the business members must be representatives from small businesses (500 employees or less).~~

~~4. 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. a minimum of two (2) labor organizations and two (2) community based organizations (CBOs) must be appointed. Additionally, they must comprise at least 15% of the WIB membership, divided equally between the two categories. Community based organizations include faith based entities and should be reflective of the needs of the local population. Community Action Agencies serving the local area are required to be represented on the Board.~~

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~~➤ 5. 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.~~

~~➤ County Superintendent of Schools.~~

~~➤ Community or County College Administration representative President.~~

~~➤ Abbott School Superintendent or where there is no Abbott District, Superintendent from K-12 system.~~

~~➤ Adult Education or Literacy from either a local education agency or other major publicly funded Title II program. In local areas that are limited to a single city, all of the above County organizations must be appointed to the Board.~~

6. In accordance with the requirements of WIOA, at least one (1) two (2) economic development agencies must be represented on the GRWDB~~WIB~~. 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 GRWDBWIB'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 GRWDBWIB shall have the following minimum officers to be checked in accordance with the GRWDBWIB's by-laws for nomination, election and terms of office:
 - Chair – which must be a private-sector GRWDBWIB member subject to item 11 below.
 - Vice Chair
11. Chairmanship of the GRWDBWIB shall alternate by county on a biannual basis. ~~The Somerset County and Hunterdon County Boards of Chosen Freeholders permit an exception to this clause commencing with the adoption of the revised MOU dated November 2007 and terminating August 31, 2009 to coincide with the WIB's annual election of officers. The Somerset County and Hunterdon County Boards of Chosen Freeholders permit the Chairmanship of the WIB to remain a Hunterdon County representative until August 31, 2009, after which time both Freeholder Boards agree that the Chairmanship of the WIB shall alternate to Somerset County until August 31, 2011 and the Chairmanship will then revert back to the alternate by county on a biannual basis.~~ Question to counsel: Do we need to update these dates?

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~~WIB~~;
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~~WIB;
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~~Chosen Freeholders~~;
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~~WIB~~ 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; ~~and~~
8. Make available to the ~~GRWDB~~WIB, within the time and in the manner as agreed to with the GRWDB~~WIB~~ such information as the GRWDB~~WIB~~ deems appropriate for the performance of its statutory obligations pursuant to its responsibilities under WIOA~~;~~;
9. Create a ~~new~~—unique division within the County of Somerset's Administrator's Office hereby known as the Workforce Development

~~Investment~~ Board Division and as such will provide an office location, with general operating amenities provided to ~~general~~ Somerset County general government employees for ~~WIB-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-WIB~~ staff, and a level of personnel benefits comparable to other Somerset County general government employees of the same salary and grade level as the ~~WIB-GRWDB~~ staff.

10. Create a new unique division within the County of Somerset's Administrator's Office hereby known as the Greater Raritan Employment and Training Center responsible for implementation of WIOA training mandates and reporting to the GRWDB Board Division. As such Somerset County will provide an office location, with general operating amenities provided to Somerset County general government employees for Training Center staff, hired according to Section V. Item #7 of this MOU, within the Somerset County Administrator's Office and, as such, Somerset County agrees to provide day-to-day supervision of Training Center staff, and a level of personnel benefits comparable to other Somerset County general government employees of the same salary and grade level as the Training Center staff.

III. Fiscal Agent

Hunterdon County and Somerset County agree that as of 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-WIB~~ and One-Stop Operator to develop a Master Budget for all funds under the ~~GRWDB-WIB~~'s authority;
2. Assist the ~~GRWDB-WIB~~ 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-WIB, and GRWDB-WIB 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-WIB;
5. Prepare, analyze and submit monthly (~~removed quarterly~~)-fiscal reports to the State after approval by the GRWDB-WIB in a timely manner such that revisions can be made prior to submittal to the State, coordinating with GRWDB-WIB Staff, One-Stop Operator as appropriate and/or requested by the GRWDB-WIB;
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-WIB 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-WIB and One-Stop Operator for all funds overseen by the GRWDB-WIB;
9. Advise GRWDB-WIB 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-WIB, 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-WIB 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 WIB-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-WIB~~ will be provided to the ~~GRWDB-WIB~~ consistent with the budget developed by the ~~GRWDB-WIB~~ 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 ~~investment~~ activities at the request of the ~~GRWDB-WIB~~, in accordance with the ~~GRWDB-WIB~~ 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 ~~Actis-ACT~~ or related federal or state regulations. The Grant Recipient or Fiscal Agent shall disburse the funds immediately upon receiving such direction from the ~~e-GRWDB-WIB~~.

V. ~~GRWDB-WIB~~ Board Responsibilities

The ~~GRWDB-WIB~~ agrees to carry out its functions in a manner consistent with WIOA, WFNJ Consolidation Plan, the State Plan, the Regional Plan and the ~~GRWDB-WIB~~'s By-laws and all other applicable laws, statutes and regulations. ~~GRWDB-WIB~~ recognizes that it is responsible for developing the strategic vision for the local workforce ~~investment~~ 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-WIB~~ will:

1. In partnership with the CEOs, appoint a Youth Council / Youth Committee whose membership meets the requirements under the Act WIA Section 126 and the State Plan;
- ~~2.~~ In partnership with the CEOs, design and prepare a Comprehensive Five-Year Workforce ~~Investment-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 investment~~ 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 ~~Section 118~~ of 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-WIB~~ 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 ~~Section 118 of~~ the Act;

- ~~3.2~~ Prepare other workforce related planning documents or items including, but not limited to: welfare-to-work (Consolidation) strategic plan; literacy strategic plan; and Local and Regional Plan updates;
- ~~4.3~~ 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;
- ~~5.4~~ 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-WIB~~ plans;
- ~~6.5~~ 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-WIB~~ functions and responsibilities under this Agreement and WIOA, WFNJ and Workforce Literacy;
- ~~7.6~~ 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-WIB~~ plans. In the event that the ~~GRWDB-WIB~~ seeks to maintain staff to assist the ~~GRWDB-WIB~~ in carrying out its responsibilities and provided that sufficient funds are available in the ~~GRWDB-WIB~~ generated and CEO approved ~~GRWDB-WIB~~ budget, the ~~GRWDB-WIB~~ hereby agrees to permit Somerset County as Fiscal Agent/Grant Recipient to be said employer of ~~GRWDB-WIB~~ staff. The ~~GRWDB-WIB~~ 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-WIB~~ staff positions that are approved in the ~~GRWDB-WIB~~ generated and CEO approved budget. The ~~WIB-GRWDB~~ can form a Special Committee to assist Somerset County to interview candidates and make recommendations for hiring. ~~This Special Committee shall be made up of the WIB Chairperson, representatives of both Hunterdon and Somerset Counties and one representative for the One Stop.~~ The ~~GRWDB-WIB~~ agrees that this Special Committee ~~can~~ will also assist Somerset County in the semi-annual

and annual evaluations of ~~GRWDB~~ staff once hired, using the Somerset County Human Resources general policies, practices and forms for general County Government employees.

~~8.7.~~ Conduct marketing and communication activities that promote the mission of the ~~GRWDB~~ and the development of a comprehensive Workforce ~~Development/Investment~~ 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;

~~9.8.~~ 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.

~~10.9.~~ Provide written reports, ~~no less than quarterly,~~ to the CEOs of Hunterdon County and Somerset County, in a form acceptable to the CEOs, on levels of program operation and expenditures.

~~11.10.~~ 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.

~~12.11.~~ Carry out regional planning activities as required by the state in accordance with ~~Section 116(e)~~ of 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 ~~Section 117(e)~~ 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 ~~GRWDWIB~~ is responsible for the planning and oversight of the One-~~S~~Stop system. In carrying out the mandates for Section ~~121-XXX~~ of the Act and the requirements as set forth by the State Plan, the ~~GRWDBWIB~~ 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 ~~Section 118 and 121 of the Act.~~
2. The ~~GRWDBWIB~~ 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, ~~with agreement of the CEOs, will designate Somerset County as the One- Stop Operator and enter into a Memorandum of Understanding (MOU) in conformity with Section 121 of the Act.~~
3. The ~~GRWDBWIB~~, 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 ~~GRWDBWIB~~ 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 ~~GRWDBWIB~~ 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 ~~those standards and Section 121 of the Act.~~
6. Within the limits of available funding, the ~~GRWDBWIB~~ 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~~, ~~WIB~~, the ~~GRWDB~~ and CEOs agree to enter into arbitration conducted by the Governor or a designee ~~an independent arbitrator~~. If agreement cannot be reached on the selection of an independent arbitrator than the Governor or a designee ~~Executive Director of the New Jersey State Employment and Commission~~ will select the independent arbitrator. The arbitration will be guided by the requirements of the Workforce Innovation and Opportunity Act ~~Investment 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)~~Investment Act (WIA)~~ at any county, state, or federal rules, statutes, laws, regulations and directives related to WIOA~~WIA~~.

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~~WIB~~, CEOs, or Grant Recipient's ability to exercise options available under WIOA or applicable regulations.

XI. Terms of Contract

This agreement ~~will become~~ effective January 31, 2003 and has been revised as of November 1, 2007, ~~and~~ subsequently revised as of March 1, 2009, ~~and~~ subsequently revised September 1, 2013 and revised XXXXX XX, 2021 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 ~~Freeholder- County~~ Commissioner Directors of Hunterdon County or Somerset County duly authorized to sign this Agreement by the Boards of County Commissioners ~~Chosen Freeholders~~ of their respective County and the ~~WIB-GRWDB~~ Chair.

SIGNATURES

See Attached.

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

Signature Page 1 of 2

For Hunterdon:

Susan Soloway, Commission Director ~~Robert Walton, Freeholder Director~~ ~~xxxx~~

Brad Myhre, Clerk of the Board ~~Denise B. Doolan, Clerk of the Board~~ ~~xxxx~~

Date

For GRWDB-WIB:

Violet Kocsis, GRWDB Chair ~~George Ditzler, WIB Chairperson~~

Date

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Signature Page 2 of 2

For Somerset:

~~Shanel Y. Robinson, Commission Director Peter S. Palmer, Freeholder Director~~

~~Kelly Mager, Clerk of the Board Kathryn Quick, Deputy Clerk of the Board~~

Date

For GRWDBWIB:

~~Violet Kocsis, Board Chair George Ditzler, WIB Chairperson~~

Date