

Chief Elected Official Agreement Summary of Changes

This agreement is made and entered into by and between the North Central Texas Workforce Development Area Chief Elected Officials (CEOs) who represent units of local government for the North Central Texas Workforce Development Area as defined by Chapter 2308 of the Texas Government Code.

Whereas, the North Central Texas Workforce Development Area Chief Elected Officials entered into an agreement dated February 9, 1996 pursuant to the requirements of Section 2308.253 of the Texas Government Code and hereinafter referred to as the Original CEO Agreement;

Whereas, the Original CEO Agreement has been amended in accordance with its terms on two occasions, Amendment 1 dated May 30, 2003 and Amendment 2 dated November 7, 2006;

Whereas, the Chief Elected Officials desire to further amend the Original CEO Agreement so as to bring the agreement into compliance with the laws of Texas and of the United States which govern the operations of Local Workforce Boards which have from time to time been changed or amended since the execution of the Original CEO Agreement and amendments thereto; and

Whereas, the Chief Elected Officials desire to restate the terms of their prior agreement so as to incorporate all of the amendments of such agreement into a single document to supersede all previous agreements of the Chief Elected Officials;

Now therefore, be it resolved that this new Chief Elected Officials Agreement be made and entered into by and between the Chief Elected Officials for the North Central Texas Workforce Development Area as follows:

Only sections with changes are addressed below:

I. Composition

The North Central Texas Chief Elected Officials shall include CEOs representing 100% of the workforce area's population of ~~1,791,050~~ and include the Judges for Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell and Wise Counties and the Mayors of the ~~Cities of Plano and Carrollton~~ **any city with a population of at least 100,000, based on current population data from the Texas Workforce Commission.**

II. Process Used to Select Lead and Alternate Chief Elected

B. Elections will be held annually or when vacancies occur to determine the future lead CEO. ~~and alternate starting one year after approval of the workforce board. This process will continue annually or until the CEOs select another means to elect the lead and alternate CEOs.~~

III. Process Used to Select a Chief Elected Official Representative

B. All meetings of the Chief Elected Officials will require the establishment of a quorum which shall consist of a majority of the CEOs or their designees. **However, designees may not sign agreements or nomination forms on behalf of the CEO.**

V. Process to Keep CEOs Informed of Board Activities

- ~~A special meeting of CEOs will be convened once a year to present a state of the region workforce development report and to designate the lead CEO and alternate.~~ **As needed, the CEOs will be convened to take necessary action.**

VII. Process Used to Appoint Board Members

- ~~The board will exceed the minimum requirement of 25 members; with 37 initially.~~ **CEOs will appoint 25-38 members, with membership based on county population, and with each county receiving at least one representative.**

VIII. Terms of Office

It is agreed that the Local Workforce Development Board members will see staggered three-year terms of office in order to provide continuity of program knowledge. ~~CEOs whose counties may have several representatives will decide initially the terms of office for their appointees.~~ Reappointments will be at the discretion of the CEOs, but attention will be given to maintaining a proportionate "one-thirds balance annually. Resignations leading to a vacancy will be filled through the original process for the duration of the unexpired term.

IX. Acknowledgment of Responsibilities

Remove II and renumber the following sections accordingly.

- (II) ~~At least one career development center must be established within 180 days of the effective date of board certification;~~

X. Terms of Agreement

~~The term of the Agreement shall commence on the 1st day of January, 1996, and shall run through December 31, 1996, and thereafter shall automatically be renewed for two year periods unless any party notifies the rest of its intentions not to renew at least 120 days prior to the expiration of any two year period.~~

The term of the Agreement shall commence on the date of the Lead CEOs signature below and shall be automatically renewed for two year periods unless any party notifies the rest of its intentions not to renew at least 120 days prior to the expiration of any two year period.

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior agreements and amendments written or oral between the parties respecting and within the subject matter of this agreement. In addition, no other agreement, assertion, statement, understanding or other commitment occurring during the term of this agreement, or subsequent thereto, shall have any legal force or effect whatsoever unless properly executed in writing and if appropriate, recorded as an addendum to, or amendment of, this agreement.

IX. Merger

This paragraph was included in Section X. Therefore, Section IX will be removed entirely.

~~It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.~~