

## AMENDED AND RESTATED WORKFORCE INVESTMENT ACT AGREEMENT

THIS AMENDED AND RESTATED WORKFORCE INVESTMENT ACT AGREEMENT ("Amendment and Restatement") is made as of the 26<sup>th</sup> day of January 2011, by and between the Council of Chief Elected Officials of the City of Martinsville, Virginia; the City of Danville, Virginia; Patrick County, Virginia; Henry County, Virginia; and Pittsylvania County, Virginia ("CLEOs"); and the West Piedmont Workforce Investment Board ("WIB") (collectively "Parties").

### RECITALS

A. The Parties entered into that certain Workforce Investment Act Agreement dated July 1, 2002 ("Original Agreement") which outlines the respective roles and responsibilities of the Parties in accordance with the Workforce Investment Act, Public Law 105-220, ("WIA").

B. In order to ensure that the Original Agreement is in compliance with all applicable laws, regulations and policies regarding the required content of such agreement, the Parties wish to amend and restate the Original Agreement, under the terms and conditions set forth herein.

### AGREEMENT

The Original Agreement is hereby amended, superseded and restated in its entirety as follows:

WHEREAS, the CLEOs have entered into that certain Consortium Agreement dated June 7, 2000, revised April 22, 2004 ("Consortium Agreement");

WHEREAS, pursuant to the Consortium Agreement, the CLEOs created the WIB; and

WHEREAS, the Parties are required to enter into an agreement defining their individual and combined roles and responsibilities under the WIA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Roles and Responsibilities of CLEOs.** The CLEOs shall:
  - a. Act pursuant to the Consortium Agreement as it may be amended from time to time;
  - b. Appoint members to the WIB and complete and submit all required information regarding such appointments to the Virginia Community College System;

- x. Appoint the Youth Council in cooperation with the CLEOs.
- ix. Prepare a budget for the WIB in carrying out its purposes under the WIA subject to the approval of the CLEOs and direct the disbursement of WIA funds pursuant to the WIA; and
- viii. Designate one-stop operators and secure memoranda of understanding for such operators with the agreement of the CLEOs;
- vii. Make available to the public on a regular basis through open meetings, information regarding the activities of the WIB subject to the Virginia Freedom of Information Act;
- vi. Promote the participation of private sector employers in the statewide workforce system and ensure the effective provision, through the system, of connecting, brokering and coaching activities, through intermediaries such as the local one-stop operators or through other organizations to assist such employers in meeting hiring needs;
- v. Coordinate workforce investment activities with local economic development strategies and develop employer linkages with such activities;
- iv. Assist the Governor in developing a statewide employment statistics system;
- iii. Identify eligible training providers and maintain a list of such providers with performance and cost information;
- ii. Identify eligible providers of intensive services for adults and dislocated workers;
- i. Select eligible youth service providers, based upon recommendations from the Youth Council;
- a. The WIB shall:

**2. Roles and Responsibilities of WIB.**

- e. Determine the composition of the statement of economic interest required to be filed by each WIB and Youth Council member.
- d. Be liable for any and all misuse of WIA funds allocated to the area; and
- c. Serve as the grant recipient for WIA funding and designate a local fiscal agent to assist in the administration of such funds;

- b. **The WIB may:**
  - i. Terminate for cause the eligibility of youth service providers;
  - ii. Employ staff; and
  - iii. Solicit and accept grants and donations from sources other than federal funds available under the WIA.

3. **Roles and Responsibilities of WIB in partnership with CLEOs.** The WIB shall, in partnership with the CLEOs:

- a. Develop a local strategic plan;
- b. Oversee the youth activities, the employment and training activities, and the one-stop delivery system; and
- c. Negotiate and reach an agreement with the Virginia Workforce Council on behalf of the Governor on local performance measures.

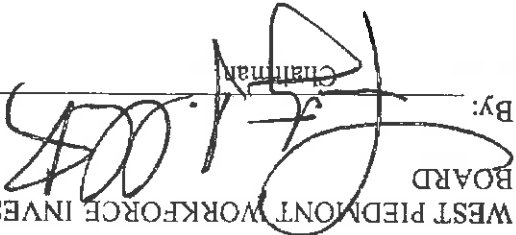
4. **Conflicts of Interest.** A member of the WIB may not vote on or participate in a matter under consideration by the WIB regarding the provision of services by such member (or by an entity such member represents) or that would provide a direct financial benefit to such member or the immediate family of such member. Further, all members of the WIB are subject to the provisions of the State and Local Government Conflict of Interest Act.

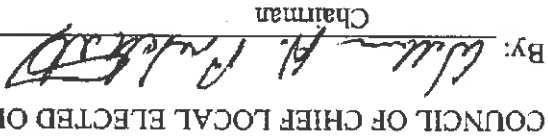
5. **Disputes.** In the event that the Parties have a dispute regarding the performance of any of role or responsibility which is the obligation of the WIB in partnership with the CLEOs or which is the obligation of the WIB with the agreement of the CLEOs, the Parties agree to submit such dispute to the Virginia Workforce Council for aid and guidance.

6. **Miscellaneous.**

a. **Due Authorization.** The Parties represent, warrant and agree that the execution and performance of this Amendment and Restatement have been duly approved by all necessary action, that all requirements contained in the Original Agreement regarding modification are deemed to have been satisfied, and that this Amendment and Restatement is a valid binding, legal obligation of each party, enforceable in accordance with its terms.

b. **Governing Law.** This Amendment and Restatement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The Parties have participated jointly in the negotiation and drafting of this Amendment and Restatement. If any ambiguity or question of intent or interpretation arises, this Amendment and Restatement shall be construed as if drafted jointly by the Parties and no presumptions or burden of proof shall arise

WEST PIEDMONT WORKFORCE INVESTMENT BOARD  
By:   
Chairman

COUNCIL OF CHIEF LOCAL ELECTED OFFICIALS  
By:   
Chairman

IN TESTIMONY WHEREOF, witness the following signatures as of the date first above written:

- f. Counterparts. This Amendment and Restatement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Amendment and Restatement.
  - g. Severability. The invalidity or unenforceability of any particular provision of this Amendment and Restatement shall not affect the other provisions hereof, and this Amendment and Restatement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
  - e. Gender and Number. Throughout this Amendment and Restatement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.
  - d. Amendment, Modification and/or Supplement. The Parties may amend, modify, and/or supplement this Amendment and Restatement in such manner as may be agreed upon by the Parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the Parties or their successors in interest.
  - c. Binding Effect. This Amendment and Restatement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.
- favoring or distorting any party by virtue of authorship of any of the provisions of this Amendment and Restatement.