

WEST PIEDMONT WORKFORCE INNOVATION AND OPPORTUNITY ACT CONSORTIUM AGREEMENT

This agreement is executed by the duly authorized elected officials from the Cities of Danville and Martinsville and the Counties of Henry, Patrick, and Pittsylvania (the "Member Jurisdictions") and shall be effective on the latter of July 1, 2019 , or on the day that the last Member Jurisdiction enters into this agreement.

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128), hereinafter the " Act"), provides federal funding to states for the delivery of workforce training and other services; and

WHEREAS, the Act requires the Governor of the Commonwealth of Virginia to designate local workforce development areas for the delivery of such services within the state; and

WHEREAS, the Act requires that the Governor approve a local workforce development area designation request from local areas that existed as such under the Workforce Investment Act of 1998 when the member jurisdictions have each made known their desire for such designation; and

WHEREAS, the Act requires that the Governor consider and approve requests for Workforce Innovation and Opportunity Act funds made by a combination of local government units; and

WHEREAS, the Member Jurisdictions wish to jointly perform the responsibilities prescribed under the Act; and

WHEREAS, Va. Code §15.2-1300 provides that local governments may enter into agreements for the joint or cooperative exercise of any power, privilege or authority which each is capable of exercising individually; and

WHEREAS, the Member Jurisdictions desire to form a joint entity under Va. Code §15.2-1300 to be designated as the West Piedmont Workforce Development Area Consortium (the "Consortium") and to be recognized as Virginia's Area XVII Local Workforce Development Area; and

WHEREAS, each Member Jurisdiction by ordinance approved the establishment of the Consortium as a joint entity empowered to exercise the responsibilities of the Chief Local Elected Officials as set forth in this Agreement; and

WHEREAS, creation of the Consortium will permit the delivery and oversight of workforce services in a manner that will ensure accountability to local elected officials of the Member Jurisdictions.

NOW, THEREFORE, the parties do mutually covenant and agree as follows:

Article I - Entity

Section 1. **Formation of Consortium.** The Member Jurisdictions acting pursuant to authority granted to them under Va. Code §15.2-1300 hereby create the West Piedmont Workforce Development Area Consortium as an entity to exercise the powers set forth in this Agreement.

Section 2. **Consortium Membership.** The Member Jurisdictions of the Consortium shall be the Cities of Danville and Martinsville and the Counties of Henry, Patrick, and Pittsylvania.

Section 3. **Consortium as Workforce Development Area.** Subject to the approval of the Governor of Virginia, the five Member Jurisdictions shall also comprise the boundaries of Virginia's Area XVII Local the Workforce Development Area (the "Area") required by the Act pursuant to 29 U.S.C. § 2831(a)(1).

Article II - Consortium Board Membership

Section 1. **Consortium Board Membership.** The Member Jurisdictions shall establish a Consortium Board comprised of one Representative from each Member Jurisdiction (the "Representative"). The Consortium Board shall have in addition to the powers set forth herein all the powers, duties, and responsibilities of the Chief Local Elected Official as set forth in the Act.

Section 2. **Representative of Member Jurisdictions and Term.** The Representative to the Consortium Board shall be a member of the governing body of the Member Jurisdiction. A Member Jurisdiction may appoint the chief administrative officer to serve as an Alternate for the member of the governing body. Such Alternate shall only serve when the member of the governing body cannot attend a meeting. When the Alternate so serves, the Alternate shall have the same powers and responsibilities as those possessed by the member of the governing body including the right to vote on all matters and shall be counted when determining a quorum. No person shall serve as a Representative if such person is no longer a member of the governing body or its chief administrative officer. Each Member Jurisdiction shall determine the length of term for its Representative and be responsible for filling the vacancy of its Representative who is no longer qualified to serve.

Section 3. **Policy Making Authority.** Every Consortium Board Member shall have the authority to speak affirmatively for the Member Jurisdiction and, in conformity with this Agreement, to commit the Consortium to a course of action.

Section 4. **Removal of Representative.** Under the bylaws and governing rules of the Member Jurisdiction, the Member Jurisdiction may remove its Representative from office.

Article III - Consortium Powers (Chief Local Elected Official)

Section 1. **Powers under the Act.** The Consortium Board shall engage in all activities necessary and proper for the execution of its responsibilities that are assigned or reserved by law to the Chief Local Elected Official, including:

A. Collectively perform the functions of the chief local elected officials of the Member Jurisdictions as permitted in the Act.. For purposes of the Act, the Member Jurisdictions shall act through the Consortium Board.

B. Apply to the Governor of Virginia for Area designation.

C. Appoint the members of the Local Workforce Development Area Board as provided in Article VI of this Agreement.

D. Execute an agreement with the Local Workforce Development Area Board for the operation and functions of the Local Workforce Development Area Board set out in the Act. .

E. Continually establish the vision and priorities of the Consortium in conjunction with the Local Workforce Development Area Board.

F. Develop the region's strategic plan as the Local Plan under the Act in partnership with the Local Workforce Development Area Board. The plan shall be submitted to the Virginia Board of Workforce Development (hereinafter, the "Workforce Board") in the manner prescribed by the Workforce Board.

G. Provide input into and approve the budget of the Local Workforce Development Area Board and provide continuing fiscal oversight of all funds received and expended.

H. Work with the Local Workforce Development Area Board and Governor of Virginia to establish local performance measures.

I. Approve the Local Workforce Development Board's selection and designation of one-stop operator(s), its evaluation of the performance of one-stop operator(s), and its termination of their eligibility for cause as provided in the Act. .

J. From among the Member Jurisdictions, identify annually the local government to serve as Grant Recipient of all funds received under the Workforce Innovation and Opportunity Act.

Section 2. **General Powers.** The Consortium Board shall engage in all things necessary or convenient to carry out the business and affairs of the entity, including, without limitation, the authority to:

A. To sue, be sued, complain and defend in its name.

- B. To adopt and amend bylaws, not inconsistent with their agreement or with the laws of the Commonwealth, for managing the business and regulating the affairs of the Consortium.
- C. To purchase, receive, lease, or otherwise acquire, and own, hold, improve, use and otherwise deal with in its own name, real or personal property, or any legal or equitable interest in property, wherever located.
- D. To sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property.
- E. To make contracts,, borrow, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income; provided that no such liability or obligation to be paid beyond the current fiscal year shall be binding on any Member Jurisdiction without the specific approval of such Member Jurisdiction's governing body, and any such contract, liability or obligation undertaken that contemplates payment from funds received from any Member Jurisdiction(s) shall contain language expressly making it subject to annual appropriation of the required amount by each affected governing body.
- F. To elect officers and define their duties.
- G. To hire, discharge, establish the terms and conditions of employment, and pay salaries and benefits to employees who provide staffing services to the Consortium Board, the Local Workforce Development Area Board, and Youth Committee. Such benefits may include retirement and deferred compensation plans, health and life insurance, and other leave and pay benefits as the Consortium Board determines are consistent with the practices within the Member Jurisdictions. The Executive Director shall report directly to the Consortium Board.
- H. To pay compensation, or to pay additional compensation, to any or all employees on account of services previously rendered to the Consortium, whether or not an agreement to pay such compensation was made before such services were rendered.
- I. To obtain indemnity insurance for the Consortium, its Board, the Local Workforce Development Area Board, and the Youth Committee and any of its officers or employees for any cause of action or claim asserted against them for acts engaged in their official capacity.
- J. To employ legal counsel, accountants, and other advisors as the Consortium Board deems necessary as may be permitted under the Act.
- K. To have and exercise all powers necessary or convenient to affect any or all of the purposes for which the corporation is organized.

Section 3. **Consortium Board's Oversight and Control.** The Consortium Board shall perform the following functions:

- A. Oversee the local workforce development services in the Consortium Area.
- B. Oversee the youth and other programs and fund sources which may from time to time fall under the purview of the Local Workforce Development Area Board.
- C. Consult on appointments to the Local Workforce Development Area Board's Youth Committee.
- D. Assist in the development of the Local Plan and Plan modification, review and approval for the Act's programs and other programs for which the Local Workforce Development Area Board is given responsibility.
- E. Adopt a budget for the Workforce Development Area including the operating budget developed by the Local Workforce Development Area Board.
- F. To the extent feasible, align all activities in workforce development in the Area under the policy umbrella of the Consortium Board.
- G. When applicable, ensure that the workforce development policies of the Local Workforce Development Area Board become integrated into county overall policies for economic development , education and workforce investment.
- H. Any and all powers necessary and proper to carry out the Consortium ' s oversight and financial control of the Act's funds and programs.

Article IV - Governance

Section 1. **Consortium Board Meetings and Officers.** The Consortium Board shall meet as determined by its members. The Consortium Board shall elect from its membership a chairperson. The Consortium Board shall fill any vacancies in officer positions by election for the remainder of the unexpired term. Election shall be by a majority of the members of the Consortium Board.

Section 2. **Consortium Board By-Laws.** The Consortium Board may adopt operational and procedural bylaws consistent with this Agreement, applicable federal and state laws, and rules and regulations pursuant thereto. Such bylaws shall be adopted or amended by a majority of the members of the Consortium Board.

Section 3. **Procedural Rules.** Roberts Rules of Order (revised) or other procedural rules shall govern the proceedings of the Consortium Board insofar as they do not conflict with applicable law or the bylaws duly adopted by the Consortium Board.

Section 4. **Quorum.** A simple majority of the Representatives of the Member Jurisdictions (three jurisdictions out of five) shall constitute a quorum.

Section 5. **Voting.** Except as provided below or required by state or federal law, all votes shall be approved by a simple majority vote. An affirmative vote of at least six (3) Representatives is required to approve the following actions:

A. Issuance of long-term debt obligations (i.e., obligations with maturities exceeding one (1) year, such as lease purchase and borrowings).

B. Sale, conveyance, mortgage, pledge, lease, exchanges and otherwise disposing of all or any part of its real property.

C. Grants or other contractual obligations which require local matching funding from the Member Jurisdictions subject to the appropriation of matching funds by each Member Jurisdiction.

D. Hiring and discharging the Executive Director.

E. Designation of a Fiscal Agent.

Section 6. **Minutes.** Written minutes shall be kept on all meetings. Such minutes shall state the substance of the matters considered and all votes taken.

Article V - Operational Provisions

Section 1. **Allocation of Funds.**

A. Funds allocated under the Act shall be expended for the mutual benefit of the residents of the Member Jurisdictions without regard to place of residence or as required by applicable law, regulation or in the approved Local Plan.

B. The chief administrative officers or their designees may execute an Operational Agreement to specify the use of general funds that each Member Jurisdiction may provide for services and administration under the Act.

Section 2. **Designation of Fiscal Agent.** The Consortium Board shall select a local government to be the fiscal agent for all funds awarded by the federal government, the Commonwealth of Virginia, the local jurisdictions, or other funding sources for workforce development activities, including Title I funds provided by the Act. The Grant Recipient and the Fiscal Agent can be the same member jurisdiction.

Section 3. **Responsibility for Funds.** The Member Jurisdictions collectively and individually shall be financially responsible for the expenditure of funds.

Section 4. **Allocation of Financial Responsibility.** Disallowed costs shall be allocated to the Member Jurisdiction(s) on a percentage of population share for the services provided in their jurisdiction(s) in the prior fiscal year under the program(s) for which such costs were disallowed.

Section 5. **Return of Local Funds.** If Member Jurisdictions contribute funds, assets or resources to the programs of the Consortium other than funds obtained under the Act, each shall be entitled to the return of the pro rata portion of any remaining funds, assets and resources under the control of the Consortium Board in the event of the termination or expiration of this Agreement.

Section 6. **Liability Insurance.**

A. The Consortium Board shall provide from eligible funds liability insurance policies for itself and its affiliate entities, the Local Workforce Development Area Board and the Youth Committee and their representatives and their officers, members, employees, volunteers, and Member Jurisdictions ("the covered persons") as it deems appropriate and shall provide legal defense of claims in accordance with the terms of the policies of insurance.

B. The liability insurance should be in such amounts as are sufficient to cover any and all claims resulting from the performance of the official duties and responsibilities of the covered person. The Consortium Board, or its authorized representatives, shall retain legal counsel to represent the covered persons to the extent deemed necessary to supplement legal counsel provided under said liability insurance policies.

C. Nothing contained in this Agreement shall be construed to abrogate or waive any defense of governmental or sovereign immunity on behalf of the Representatives, Alternates, covered persons, boards or entities.

Article VI - Local Workforce Development Area Board

Section 1. **Membership.**

A. The Consortium Board shall appoint the members of the Local Workforce Development Area Board in accordance with the criteria in the Act. . The Consortium Board shall make every effort to appoint creative and visionary individuals to the Local Workforce Development Area Board. Each Member Jurisdiction shall recommend to the Consortium Board nominees for the Local Workforce Development Area Board. The Consortium Board shall coordinate and consult with the Member Jurisdictions when necessary to ensure appropriate representation of the Member Jurisdictions, the regional labor market, the adult education providers, economic development leaders and the mandatory partner programs prescribed by the Act.

B. In making appointments, the Consortium Board shall ensure that resources and programs, although regional in nature, will address the critical workforce needs, present and future, of each Member Jurisdiction.

Section 2. **Membership Composition**

A. The membership of the Local Workforce Development Area Board shall be determined as follows :

1. There shall be two representatives from each Member Jurisdiction who are owners of a private business or chief executive officers of private businesses, or other business executives or employers with optimum policymaking or hiring authority; who represent businesses, including small businesses, or organizations representing businesses described here that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and employment in in-demand industry sectors or occupations in the local area; and who are appointed from among individuals nominated by local business organizations and business trade associations. Business representatives shall at all times comprise at least 51% of the Local Workforce Development Area Board's membership. The business representatives must represent a broad range of in-demand occupations available in the local labor market.

2. There shall be one representative from a local community college providing WIOA training services.

3. Not less than 20% of the members of the local Board must be made up of representatives of labor organizations. This includes representatives who have been nominated by local labor federations and representatives from apprenticeship programs. Community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including veterans, persons with disabilities, and "out of school" youth can be included in the 20% with a minimum of at least two labor organization representatives.

4. There shall be at least one representative from the Virginia Employment Commission who administers WIOA Title III activities for the local area.

5. There shall be at least one representative from a local economic and community development entity.

6. There shall be at least one representative of an eligible provider administering WIOA Title II Adult Education and Literacy activities locally.

7. There shall be at least one representative from a secondary public school's Career and Technical Education program.

8. There shall be at least one representative from the Department for Aging and Rehabilitative Services who administers WIOA Title IV activities for the local area.

9. There may be other individuals or representatives of entities as the Consortium Board may determine to be appropriate to develop a comprehensive workforce policy within the region.

B. The Chair of the Local Workforce Development Area Board shall be from among the representatives appointed under Subsection A(1) above.

C. The Executive Director shall notify the Consortium Board at the beginning of each fiscal year of the members serving on the Local Workforce Development Board.

Section 3. **Duties under the Act.** The Local Workforce Development Area Board shall do the following:

A. Enter into an agreement with the Consortium Board clearly detailing the partnership between the two entities for the governance and oversight of activities under the Act..

B. Establish the vision and priorities of the Local Workforce Development Area in conjunction with the Consortium Board.

C. Develop the Local Plan for the Local Workforce Development Area in partnership with the Consortium Board for submission to the Virginia Board of Workforce Development..

D. Develop a budget to meet its functions and responsibilities under the Act to present to the Consortium Board for its approval.

E. Work with the Consortium Board and Governor of Virginia to reach agreement on local performance measures.

F. Designate and certify one-stop operators as described in the Act with the agreement of the Consortium Board.

G. Evaluate and oversee the performance and operations of the one-stop operators, including termination of the eligibility of such operators for cause, with the agreement of the Consortium Board.

H. On the recommendations of the Local Youth Committee, competitively procure the services of youth service providers and recommend the awarding of contract(s) to the successful providers.

I. Direct the disbursement of funds for workforce development activities pursuant to the Act. .

J. As requested, assist the Governor of Virginia in developing a statewide employment statistics system.

K. Coordinate workforce activities authorized under the Act with local economic development strategies and develop employer linkages.

L. Promote participation of private sector employers in the statewide workforce system.

M. Conduct business in an open manner and make its activities and information known to the public on a regular and continuous basis.

Section 4. **Collaboration.** In partnership with the Consortium Board, the Local Workforce Development Area Board shall perform the following functions to fulfill the requirements of the Act:

- A. Develop a four (4) year strategic plan that connects all activities in workforce development.
- B. Conduct strategic oversight to the workforce delivery system.
- C. Oversee the One Stop Delivery System.
- D. Develop and enter into a Memorandum of Understanding (MOU) with workforce development system partners for the implementation and operation of the service delivery system in the local area.
- E. Certify one-stop operators and affiliate sites.
- F. Promote quality in customer services.
- G. Provide continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes.
- H. "In partnership" is defined as keeping the Consortium Board informed of how these responsibilities are exercised.

Article VIII - Conflict of Interest

Section 1. **Certain Votes Prohibited.** No individual member of the Consortium Board, the Local Workforce Development Area Board or the Youth Committee may:

- A. Vote on a matter under consideration by the respective Board
 1. Regarding the provision of services by such member (or by an entity that such member represents); or
 2. That would provide direct financial benefit to such member or the immediate family of such member.
- B. Engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

Section 2. **Virginia Conflict of Interest Act.** The provisions of the Virginia Conflict of Interest Act, Virginia Code § 2.2-3100 *et seq.* shall apply to the officers, members and employees of the Consortium, the Local Workforce Development Area Board and the Youth Committee.

Article IX - Withdrawal and Removal of Member Jurisdiction

Section 1. Without Long Term Indebtedness.

A. Subject to the limits in this Section 1 any Member Jurisdiction may withdraw from participation in this Agreement, provided that it has given notice of its intent to withdraw at least 120 days in advance of the effective withdrawal date. Notice of the intent to withdraw shall be given in writing and delivered to all Member Jurisdictions.

B. Once notice of the notice of withdrawal is received, each Member Jurisdiction shall provide the public with notice that the Joint Powers Agreement will be amended to reflect the removal of the Member Jurisdiction from the Joint Powers Agreement. The vote of each Member Jurisdiction may be done by resolution recorded in the Minutes of the governing body.

C. Prior to any vote on the withdrawal of a Member Jurisdiction, the Member Jurisdiction so withdrawing must provide by written agreement how its share of the financial obligations (including the annual appropriation of funds) of the Consortium for the current fiscal year will be met; such agreement shall be signed by the Chair of the Consortium and the County Administrator or Board Chair of the withdrawing jurisdiction.

D. An affirmative vote of the majority of the Member Jurisdictions is required.

Section 2. Long Term Indebtedness. If the Consortium has incurred any outstanding indebtedness that obligates the Member Jurisdictions to payments beyond the present fiscal year, in addition to the steps in Section 1 of this Article, the following steps must be taken before a Member Jurisdiction can withdraw:

A. A written agreement must be entered into to which each Member Jurisdiction is a party setting forth how the withdrawing Member Jurisdiction's share of all existing short and long term financial obligations will be met.

B. An affirmative vote of sixty percent (60%) of the Member Jurisdictions is required for the withdrawal of the Member Jurisdiction.

C. If there are any bonds that have been issued in the name of the Consortium, the consent of the bondholders shall be obtained.

Article X - Dissolution

Section 1. Dissolution of Consortium. This Agreement may be terminated and the Consortium dissolved upon the occurrence of any of the following events:

A. The Governor's re-designation of the Area that excludes any of the Member Jurisdictions, or includes any localities that are not Member Jurisdictions.

B. The cessation of funding under the Act and approval by ordinance of each Member Jurisdiction for the dissolution of the Consortium.

C. Approval by ordinance of each Member Jurisdiction of a Consortium Agreement which supersedes or rescinds this Agreement. If the new agreement alters the boundaries of the Area, it shall not become effective prior to approval by the Governor of Virginia.

Article XI - Miscellaneous

Section 1. **Effective Date of Agreement.** This agreement shall be effective upon approval by ordinance by the governing bodies of all of the Member Jurisdictions and execution by the chief elected officials thereof.

Section 2. **Amendments.** The Member Jurisdictions may amend this Agreement by ordinance upon approval of a written amendment by the governing body of each Member Jurisdiction and execution by the chief elected officials thereof.

Section 3. **Repeal of Prior Agreements.** This agreement shall repeal and supersede any and all prior written or oral agreements including, but not limited to, the Charter Chief Local Elected Officials-Workforce Investment Board Agreement dated, and agreements under P.L. 102-367 (the Job Training Partnership Act) and P. L. 105-220 (the Workforce Investment Act). On the effective date of this Agreement, all the duties and responsibilities of any Board or Council operating under such prior agreements shall immediately and simultaneously cease operating and the responsibilities under the Act shall vest in the Consortium Board created in this Agreement.

Section 4. **Implementation of Agreement.** This Agreement shall be implemented to ensure that the Consortium Board, Local Workforce Development Area Board and Local Youth Committee are in place and the designation of one-stop operators is complete as soon as possible but no later than two months following the effective date.

Section 5. **Severability.** Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

Section 6. **Amendments by Operation of Law.** References to all federal and state statutes and/or regulations shall include amendments thereto.

Section 7. **Duplicate Originals.** This Agreement may be entered into by each Member Jurisdiction as an original document. The signature on each Agreement shall bind the Member Organization.

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IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdictions.

CITY OF DANVILLE

Mayor, City Council
Printed Name: Alonzo Jones
Date: _____

Need:
Danville Mayor
Signature

Attempts: 10/10/19
11/14/19
1/14/20

CITY OF MARTINSVILLE

Kathy C. Lawson

Mayor, City Council
Printed Name: Kathy Lawson
Date: 10-10-2019

HENRY COUNTY

Jim Adams

Chair, Board of Supervisors
Printed Name: Jim Adams
Date: 10-10-2019

PATRICK COUNTY

Rickie Fulcher

Chair, Board of Supervisors
Printed Name: Rickie Fulcher
Date: 10-16-19

PITTSYLVANIA COUNTY

Joe Davis

Chair, Board of Supervisors
Printed Name: Joe Davis
Date: 10-10-19