

SHENANDOAH VALLEY CHIEF ELECTED OFFICIALS

CONSORTIUM AGREEMENT

THIS CHIEF ELECTED OFFICIALS CONSORTIUM AGREEMENT (the “Agreement”), dated for identification purposes as of May 1, 2019, is made by and among the localities that execute this Agreement (the “Localities”) as described below.

RECITALS:

A. The Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128, codified at 29 U.S.C. § 3100 *et seq.*) (“WIOA”) is a federal statutory scheme designed to strengthen and improve the nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers. The goal of WIOA, in colloquial terms, is to provide job training in in-demand sectors and to match the newly-trained individuals with open job positions.

B. Title I of WIOA provides for regions to create and maintain “workforce development boards” (“WDBs”) to receive funds under WIOA and that are authorized to determine the mix of service provision, eligible providers, and types of training programs, among other decisions. WDBs are a component of a *demand-driven* workforce training and development system, in that such WDBs represent public-private partnerships but a majority of their members must be representatives of businesses.

C. The WDB for the Shenandoah Valley region is the “Shenandoah Valley Workforce Development Board” (the “SVWDB”), which is a nonstock corporation organized and existing under Virginia Code § 13.1-801 *et seq.* The SVWDB also constitutes a “local workforce development board” under the provisions of Virginia Code § 2.2-2470 *et seq.* Like other Virginia

corporations, the SVWDB has a Board of Directors (the “BOD”) that is responsible for governing its affairs and designing its policies and programs. The SVWDB has the responsibility to lead the development and implementation of workforce programs and services in the Shenandoah Valley Local Workforce Development Area.

D. Pursuant to the articles of incorporation and the bylaws of the SVWDB, and, moreover, pursuant to Section 107(c)(1)(b)(i) of WIOA (codified at 29 U.S.C. § 3122(c)(1)(b)(i)), when more than one locality is under the jurisdiction of a WDB, the various localities under the WDB may “execute an agreement that specifies the respective roles of the individual chief elected officials— (I) in the appointment of the members of the local board [i.e., the BOD of the SVWDB] from the individuals nominated or recommended to be such members in accordance with the criteria established under subsection (b); and (II) in carrying out any other responsibilities assigned to such officials under this subchapter.”

E. The Localities enter into this Agreement with the intent of making an agreement as described in 29 U.S.C. § 3122(c)(1)(b)(i) to provide procedures for the appointment of members of the BOD of the SVWDB and to discharge the other responsibilities assigned to the chief elected officials of the Localities under WIOA.

F. Virginia Code § 15.2-1303 empowers the Localities to “form and maintain associations for the purpose of promoting, through investigation, discussion and cooperative effort, the interest and welfare of the several political subdivisions of the Commonwealth, and to promote a closer relation between the several political subdivisions of the Commonwealth”. In negotiating, executing, and implementing this Agreement, the Localities exercise the powers granted to them under Virginia Code § 15.2-1303 to form the “Shenandoah Valley Chief Elected Officials Consortium”, all as described herein.

G. Moreover, in addition to the municipal powers granted to the Localities as described in Recital F above, Virginia Code § 15.2-1300 also empowers the Localities to exercise their powers jointly by agreement, provided that such agreement meets certain criteria described in that statute. The Localities intend for this Agreement to be an agreement contemplated under Virginia Code § 15.2-1300 in order for the Localities to exercise, on a joint basis, the powers and responsibilities of their chief elected officials under Virginia Code § 2.2-2472(H).

NOW, THEREFORE, the Localities agree as follows:

1. Creation of Consortium. The Localities hereby create an unincorporated association known as the “Shenandoah Valley Chief Elected Officials Consortium” (the “Consortium”). The Consortium shall have the powers described in this Agreement or otherwise allocated to the Localities’ Chief Elected Officials under WIOA, but no other powers, and shall exercise its powers through the votes of its voting members or otherwise in accordance with its bylaws.

2. Purpose of Consortium. The purpose of the Consortium shall be to plan, establish, and operate a Local Workforce Development Area (the “Area”) and Workforce Development Services Delivery System through the SVWDB according to the provisions of WIOA and the regulations promulgated thereunder, together with any and all other subsequent and relevant federal and Commonwealth of Virginia statutes, policies and interpretations.

3. Area to be Served. The Area to be served shall be known as the Shenandoah Valley Workforce Development Area, shall be co-extensive with the area served by the SVWDB, and shall include the jurisdictions of Augusta County, Bath County, the City of Buena Vista, Clarke County, Frederick County, the City of Harrisonburg, Highland County, the City of Lexington,

Page County, Rockbridge County, Rockingham County, Shenandoah County, the City of Staunton, Warren County, the City of Waynesboro and the City of Winchester.

4. Structure, Duties, and Responsibilities of the Consortium.

(a) The voting members of the Consortium shall be the Chief Elected Official of each Locality (“CEO”), or that official’s duly appointed designee. In Counties, the Chief Elected Official shall be the Chairman of the County’s Board of Supervisors. In Cities, the Chief Elected Official shall be the Mayor. In the event of that the voting member of the Locality is to be the designee of the CEO, rather than the CEO personally, each Locality may determine how such designee is to be appointed and shall certify such appointment to the Consortium in writing. Each Locality may also designate one or more alternates to serve as voting members of the Consortium in the event that the CEO or the CEO’s designee, as applicable, is not present at a meeting of the Consortium; but no Locality shall be entitled to more than one voting member at any meeting of the Consortium. In addition, the Chair of the BOD, or the Chair's duly appointed designee, shall serve as a voting member of the Consortium.

(b) The term of office for a Consortium voting member or designee shall coincide with the term of the CEO who serves on the Consortium or on whose behalf a designee serves on the Consortium.

(c) The Consortium shall elect from its membership a Chair, a Vice-Chair and such other officers as may be provided in the Consortium bylaws to serve for a term as prescribed in the bylaws.

(d) Each voting member of the Consortium shall have one (1) vote.

(e) The Consortium shall hold meetings as prescribed in the bylaws. A quorum is required for the Consortium to conduct business. A simple majority of the voting membership of

the Consortium constitutes a quorum. The action of a simple majority of the members present and voting at a meeting at which a quorum is present is the action of the Consortium.

5. Powers and Responsibilities of Consortium. The Consortium shall collectively perform the following functions on behalf of the Localities, which functions are the responsibilities delegated to Chief Elected Officials under WIOA:

(a) Designate one of the Localities to serve as local grant recipient for the WIOA funds,

(b) Designate the SVWDB to serve as fiscal agent for the Consortium. In its capacity as the fiscal agent of the Consortium, the SVWDB shall perform the following functions:

(i) Receive funds;

(ii) Ensure sustained fiscal integrity and accountability for expenditures of SVWDB funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations and Commonwealth of Virginia policies;

- (iii) Respond to audit financial findings;
- (iv) Maintain proper accounting records and adequate documentation;
- (v) Prepare financial reports;
- (vi) Provide technical assistance to sub recipients regarding fiscal issues;
- (vii) Procure contracts or obtain written agreements;
- (viii) Conduct financial monitoring of service providers; and
- (ix) Ensure independent audit of all employment and training programs.
- (x) Report periodically to the Localities regarding the SVWDB's finances.

(c) Designate the signatory authorities for the SVWDB fiscal agent to be the Chief Executive Officer, Chief Financial Officer, and Operations Officer of the SVWDB.

(d) Determine the composition of the Statement of Economic Interest required annually from all members of the BOD of the SVWDB.

(e) Set policy for the local workforce development system in coordination with the SVWDB;

(f) Collaborate with the SVWDB to provide oversight of local Youth, Adult and Dislocated Worker programs and regional workforce development initiatives;

(g) Approve the annual local operating budget developed by the SVWDB;

(h) Perform other duties as may be prescribed from time to time for Chief Elected Officials under the WIOA or Virginia law; and,

(i) Establish such bylaws and such other rules as it deems necessary to govern its operations.

6. Joint Responsibilities. In addition, the Consortium may collaborate with the SVWDB on the following initiatives, each of which shall be subject to the final approval of the Consortium:

(a) A local strategic workforce plan;

(b) Selection of the One Stop Operator or a One-Stop Consortium;

(c) An annual local operating budget;

(d) Local performance measures for approval by the Governor;

(e) Candidates for a Youth Council to serve as a subgroup of the SVWDB; and

(f) A youth work plan.

7. Appointment of Directors to the BOD of the SVWDB. The BOD of the SVWDB consists of both Jurisdictional Directors, who are appointed by the Localities to represent the appointing Locality, and Non-Jurisdictional Directors, who are appointed by the Consortium as a

whole. The Consortium shall receive SVWDB BOD nominations for non-Jurisdictional Directors and shall make appointments of Non-Jurisdictional Directors to the BOD of the SVWDB. The CEO of each Locality may appoint up to three Jurisdictional Directors to the BOD of the SVWDB. Appointments of Jurisdictional Directors do not need approval of the Consortium. Appropriate consideration should be given to diversity considerations when appointing members to the BOD of the SVWDB to ensure racial, ethnic, and cultural diversity, as well as the diversity of individuals with disabilities from labor markets within the Area. All appointments of both Jurisdictional Directors and Non-Jurisdictional Directors shall be made in accordance with the requirements of WIOA, as amended from time to time, and in accordance with the requirements contained in the governing documents of the SVWDB and applicable law.

8. Misuse of Funds. When the SVWDB receives WIOA funds, the Commonwealth also provides an allocation (the “Allocation”) stating the percentage of such funds that are attributable to services provided to each Locality. As required under WIOA, each Locality shall be responsible, on a pro rata basis in accordance with the Allocation, for any misuse of funds received by the SVWDB under WIOA. Designation of a Locality or other entity as local grant recipient or fiscal agent does not relieve any other Locality from liability for any misuse of WIOA funds.

9. Insurance. The Consortium shall insure that the SVWDB procures and maintains insurance sufficient to safeguard the Consortium and its voting members, the Localities, SVWDB officers and members, and SVWDB employees from errors, omissions, and misuse of funds received and held by the Consortium, its grant recipient, fiscal agent, and the SVWDB.

10. Conflicts of Interest. Section 107(h) of WIOA (codified at 29 U.S.C. § 3122(h)) prohibits a member of the Consortium from voting on a matter under consideration by the Consortium when:

(a) The matter concerns the provision of services by the member or by an entity that the member represents; or

(b) The matter would provide direct financial benefit to the member or the Immediate Family of the member; or

(c) The matter concerns any other activity determined by the Consortium to constitute a conflict of interest as specified in the Consortium's Bylaws, the State and local Government Conflict of Interest Act, and as specified under Virginia Workforce Development Board Policy 200-02 or SVWDB Policy OP 15-03. The term "Immediate Family" means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandson, granddaughter, grandparent, stepparent, stepchild, or any person residing in the same household.

11. Confidentiality and Disclosure.

(a) All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge, is confidential. Members shall not disclose confidential information obtained in the course of or by reason of such member's membership on the Consortium to any person or entity not directly involved with the business of the Consortium.

(b) No member shall use confidential information obtained in the course of or by reason of such member's membership on the Consortium in any matter with intent to obtain financial gain for the member, the member's Immediate Family, or any business with which the member is

associated. No member shall disclose confidential information obtained in the course of or by reason of his/her membership on the Consortium in any manner with the intent to obtain financial gain for any other person.

(c) Nothing in the foregoing provisions shall be construed to prevent any Locality from complying with its responsibilities under the Virginia Freedom of Information Act (“FOIA”). To the extent that FOIA is applicable to the Consortium (if any at all), the Consortium shall comply with FOIA.

12. Termination, New Members, Withdrawal, and Amendment.

(a) This Agreement shall be terminated upon the repeal of WIOA or successor legislation pertaining to workforce development, or upon mutual consent of at least two-thirds (2/3) of the voting members of the Consortium.

(b) A political subdivision of the Commonwealth of Virginia may petition the Consortium for membership provided that such political subdivision is part of the Area (as designated by the Governor in accordance with the provisions of WIOA). Upon approval of the voting members of the Consortium, such political subdivision shall become a member of the Consortium.

(c) Any Locality shall have the right to withdraw from the Consortium after providing at least ninety (90) days written notification to the Consortium.

(d) This Agreement may be amended by unanimous consent of the Localities.

(e) Nothing in this Agreement shall be construed to waive any sovereign immunity to which a Locality is entitled.

(f) The parties do not anticipate that the Consortium will have any property; rather, WIOA funds are the property of the SVWDB. No Locality shall be obligated to make any

appropriation under this Agreement except in the event that the SVWDB misuses funds that it received under WIOA, and then only as described in paragraph 8 above and to the extent that insurance or other funds are not otherwise available to make the repayments required under WIOA. Upon the termination of this Agreement any property of the Consortium shall become the property of the SVWDB.

13. Severability. If any of the provisions of this Agreement shall be found void or unenforceable for whatever reason by any court of law or equity, it is expressly intended that such provision(s) be severable and the remainder of the Agreement shall remain in force and effect.

14. Effective Date. This Agreement shall become effective upon full execution by each Locality and remain in effect for five years from the effective date. Should changes to this Agreement be required prior to the conclusion of the five year effective period, the document will be updated for compliance with federal and state regulations and presented to the Consortium and to the Localities for consideration and renewal.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be valid as an original. It is not necessary that each Locality execute each counterpart, so long as each Locality has executed at least one counterpart. Facsimile or scanned signatures shall be valid as originals.

This product was created using 100% of federal U. S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) award of \$1,621,682 (#AA-32183-18-55-A-51) made to Page County on behalf of the Shenandoah Valley Workforce Development Area by the pass-through entity, the Virginia Community College System. No costs of this product were financed by nongovernmental sources. The information contained herein does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

[signatures to follow on subsequent pages]

IN WITNESS WHEREOF each Locality has caused this Agreement to be executed in its name and on its behalf by its duly authorized agent:

AUGUSTA COUNTY, VIRGINIA

By *Timothy K. Fitzgerald* (SEAL)
Timothy K. Fitzgerald (Printed Name)
Its: County Administrator (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Augusta, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 2 day of October, 2019, by Timothy K. Fitzgerald,
County Administrator for Augusta County, Virginia.

My commission expires: 3/31/2023.
My registration number is: 7503700.



Angela M. Michael
Notary Public

BATH COUNTY, VIRGINIA

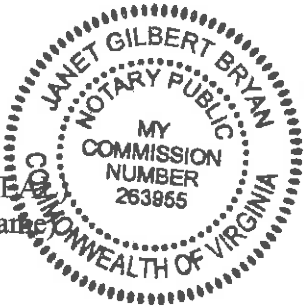
By

Richard B. Byrd

(Printed Name)

Its: Chairman

(Title)



COMMONWEALTH OF VIRGINIA,

~~CITY~~/COUNTY OF Bath, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this 8th day of October, 2019, by Richard B. Byrd, Chairman Board of Supervisors for Bath County, Virginia.

My commission expires: 07-31-2022.

My registration number is: 263955.

Janet Gilbert Bryan
Notary Public

CITY OF BUENA VISTA, VIRGINIA



By *William Fitzgerald*
William Fitzgerald (Printed Name)
Its: *Mayor* (Title)

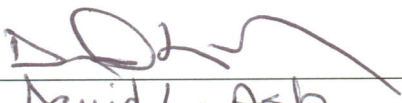
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Buena Vista, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
18 day of July, 2019, by William Fitzgerald,
for the City of Buena Vista, Virginia.

My commission expires: 10/31/2022.
My registration number is: 270593.

Kaye W. Ramsey
Notary Public

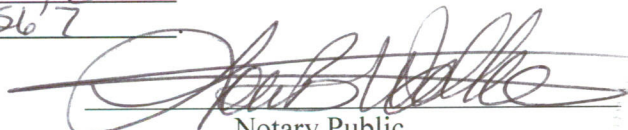
CLARKE COUNTY, VIRGINIA

By  (SEAL)
David L. Ash (Printed Name)
Its: County Administrator (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Clarke, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
16th day of July, 2019, by David L. Ash,
for Clarke County, Virginia.

My commission expires: August 31, 2019.
My registration number is: 326567


Notary Public

LORA B. WALBURN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #326567
My Commission Expires August 31, 2019



FREDERICK COUNTY, VIRGINIA

By [Signature] (SEAL)
Charles S. De Haven, Jr. (Printed Name)
Its: Chairman (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
12th day of September, 2019, by Charles S. De Haven, Jr.,
Chairman for Frederick County, Virginia.

My commission expires: 11-30-2020.
My registration number is: 7011423.

[Signature]
Notary Public



CITY OF HARRISONBURG, VIRGINIA

By Eric D. Campbell (SEAL)
ERIC D. CAMPBELL (Printed Name)
Its: CITY MANAGER (Title)

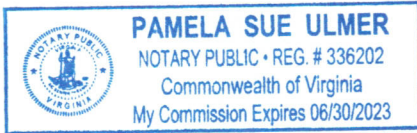
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
14 day of August, 2019, by Eric D. Campbell,
City manager for the City of Harrisonburg, Virginia.

My commission expires: 6/30/2023.
My registration number is: 336202.

[Signature]

Notary Public



HIGHLAND COUNTY, VIRGINIA

By Roberta A. Lambert (SEAL)
Roberta A. Lambert (Printed Name)
Its: County Administrator (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Highland, to-wit:

30th The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
day of September, 2019, by Roberta A. Lambert,
for Highland County, Virginia.

My commission expires: 3/31/20
My registration number is: 7222406

Christy J. Harper
Notary Public



CITY OF LEXINGTON, VIRGINIA

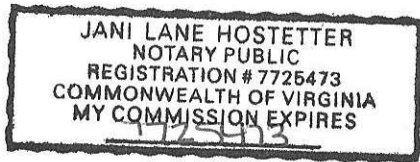
By Maryl E. Alexander (SEAL)
Maryl E. Alexander (Printed Name)
Its: Vice-Mayor (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Lexington, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
5th day of September, 2019, by Maryl E. Alexander,
Vice-Mayor for the City of Lexington, Virginia.

My commission expires: 6/30/21.
My registration number is: 7725473.

[Signature]
Notary Public



PAGE COUNTY, VIRGINIA

By Amity Moler (SEAL)
Amity N. Moler (Printed Name)
Its: County Administrator (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Page, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
30th day of August, 2019, by Amity Moler
County Administrator for Page County, Virginia.

My commission expires: 3/31/22.
My registration number is: 7619326.



Kayla D. Riley
Notary Public

ROCKBRIDGE COUNTY, VIRGINIA

By Spencer H. Suter (SEAL)
Spencer H. Suter (Printed Name)
Its: County Administrator (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Lexington, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
30th day of July, 2019, by Spencer H. Suter,
County Administrator for Rockbridge County, Virginia.

My commission expires: September 30, 2020.
My registration number is: 7519049.

Brandy Leigh Whitten
Notary Public



ROCKINGHAM COUNTY, VIRGINIA

By [Signature] (SEAL)
Stephen G. King (Printed Name)
Its: County Administrator (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Harrisonburg, to-wit:

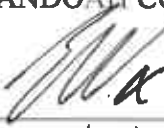
The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
21st day of August, 2019, by Stephen G. King,
for Rockingham County, Virginia.

My commission expires: 12-31-2022.
My registration number is: 7614241.

[Signature]
Notary Public




SHENANDOAH COUNTY, VIRGINIA

By  (SEAL)
Evan L. Vass (Printed Name)
Its: County Administrator (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Shenandoah, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
7th day of October, 2019, by Evan L. Vass
for Shenandoah County, Virginia.

My commission expires: 12.31.21
My registration number is: 253586.


Notary Public



CITY OF STAUNTON, VIRGINIA

By Carolyn W. Dull (SEAL)
Carolyn W. Dull (Printed Name)
Its: Mayer (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Staunton, to-wit:

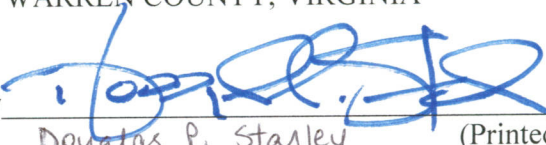
11th The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
day of July, 2019, by Suzanne Faith Simmons,
Clerk of Council for City of Staunton, Virginia.

My commission expires: 01/31/2021.
My registration number is: 7745438.

Suzanne Faith Simmons
Notary Public



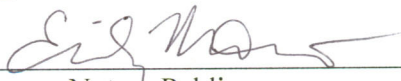
WARREN COUNTY, VIRGINIA

By  (SEAL)
Douglas P. Stanley (Printed Name)
Its: County Administrator (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Warren, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
23rd day of August, 2019, by Douglas P. Stanley,
County Administrator for Warren County, Virginia.

My commission expires: 08/31/2022.
My registration number is: 7610926.


Notary Public

EMILY ANNE MOUNCE
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2022
REG. # 7610926

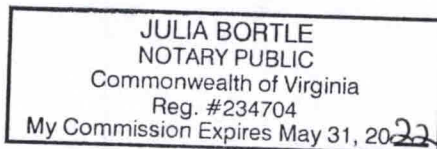
CITY OF WAYNESBORO, VIRGINIA

By Michael C. Hamp II (SEAL)
Michael C. Hamp II (Printed Name)
Its: City Manager (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Waynesboro, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
22 day of October, 2019, by Michael Hamp II,
City Manager for the City of Waynesboro, Virginia.

My commission expires: May 31, 2022.
My registration number is: 234704.



Julia Bortle
Notary Public

CITY OF WINCHESTER, VIRGINIA

By *Eden E. Freeman* (SEAL)
Eden E. Freeman (Printed Name)
Its: City Manager (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Virginia, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
3 day of December, 2019, by Eden E. Freeman,
for the City of Winchester, Virginia.

My commission expires: June 30, 2021.
My registration number is: 7634650.

Kerri Arlene Mellott
Notary Public

