

**AN ORDINANCE TO PROVIDE FOR THE IMPLEMENTATION OF THE FEDERAL
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 AND
AUTHORIZING THE PARTICIPATION OF [LOCALITY] IN THE
SHENANDOAH VALLEY CHIEF ELECTED OFFICIALS CONSORTIUM
UNDER THE AUSPICES OF THE SHENANDOAH VALLEY WORKFORCE
DEVELOPMENT BOARD, AND FOR OTHER RELATED PURPOSES**

WHEREAS the federal Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128, codified at 29 U.S.C. § 3101 *et seq.*) (the “Act”), provides federal funding to states for the delivery of workforce training and other services; and

WHEREAS among other things the Act, together with implementing state law codified at Virginia Code § 2.2-2470 *et seq.*, requires the Governor to designate local workforce development areas to deliver workforce development services within this Commonwealth; and

WHEREAS the Governor has designated *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*, Virginia (the “Member Jurisdictions”) as the Area IV Workforce Innovation and Opportunity Act Area; and

WHEREAS the Member Jurisdictions most recently entered an agreement effective July 1, 2015, to administer jointly the Workforce Innovation and Opportunity Act programs and have operated such programs continuously; and

WHEREAS such programs have been conducted under the auspices of the Shenandoah Valley Workforce Development Board, a Virginia non-stock corporation (the “Workforce Development Board”), which constitutes a “local workforce development board” under the provisions of Virginia Code § 2.2-2470 *et seq.*; and

WHEREAS the Act delegates certain functions in connection with the governance of the Workforce Development Board to the “chief elected officials” of the Member Jurisdictions, and requires the Member Jurisdictions to enter into an agreement regarding the joint exercise of the powers so delegated; and

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

WHEREAS the Member Jurisdictions desire to continue to recognize a joint entity under the Act and, under Va. Code § 15.2-1300, jointly to exercise their powers through the Shenandoah Valley Chief Elected Officials Consortium (the “Consortium”) under a new agreement among the Member Jurisdictions; and

WHEREAS the Consortium will perform the duties incumbent on the Member

Jurisdictions individually under the Act; and

WHEREAS the continued existence and operation of a joint entity will permit the delivery and oversight of workforce services in a manner that will help ensure accountability to the governing bodies of the Member Jurisdictions and the efficient discharge of the responsibilities of the Member Jurisdictions under the Act; and

WHEREAS these recitals are an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE [BOARD OF SUPERVISORS] [CITY COUNCIL] OF [LOCALITY], to wit:

1. Authorization of Agreement. The [City Council] [Board of Supervisors] hereby authorizes [Locality] to enter into the “Shenandoah Valley Chief Elected Officials Consortium Agreement” (the “Agreement”) in substantially the form presented at this meeting, and which is annexed and incorporated by reference as a part of this Ordinance.

2. Execution of Agreement. The [Mayor] [Chairman] [City Manager] [County Administrator] is hereby authorized and directed to execute and deliver the Agreement, and to take such other or further action as such official(s) determine is necessary or convenient to implement the Agreement.

3. Repeal of Prior Ordinances/Agreement. This Ordinance supersedes any prior ordinances or resolutions (if any) related to the July 1, 2015 agreement or creating a local joint entity for the purpose of operating federally funded workforce training programs. The provisions of the Agreement supersede the prior agreement regarding the consortium dated July 1, 2015.

4. Effective Date. This Ordinance shall take effect immediately.

APPROVED:

[Mayor] [Chairman, Board of Supervisors]

CERTIFICATE OF VOTES

Record of the roll-call vote by the [City Council] [Board of Supervisors] of the [Locality], on the Ordinance entitled **AN ORDINANCE TO PROVIDE FOR THE IMPLEMENTATION OF THE FEDERAL WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 AND AUTHORIZING THE PARTICIPATION OF [LOCALITY] IN THE SHENANDOAH VALLEY CHIEF ELECTED OFFICIALS CONSORTIUM UNDER THE AUSPICES OF THE SHENANDOAH VALLEY WORKFORCE DEVELOPMENT BOARD, AND FOR OTHER RELATED PURPOSES,** adopted by the [City Council] [Board of Supervisors] of [Locality], by a roll-call vote at a [regular] meeting held on _____, 2019, at which a quorum was present and acting [and after a public hearing thereof on the same date] [and after having been introduced and read for the first time on _____]. The recorded roll-call vote of the [City Council] [Board of Supervisors] was as follows:

	AYE	NAY	ABSTAIN	ABSENT

[SEAL]

Dated: _____

[City Clerk, [Locality]]
[County Administrator, [Locality]]

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 sea.* 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]

ROCKINGHAM COUNTY, VIRGINIA

By _____ (SEAL)
_____ (Printed Name)
Its: _____ (Title)

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
____ day of _____, 2019, by _____,
_____ for Rockingham County, Virginia.

My commission expires: _____.
My registration number is: _____.

Notary Public