

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CHIEF LOCAL ELECTED OFFICIALS AND
THE BOARD OF DIRECTORS OF THE HAMPTON ROADS WORKFORCE COUNCIL**

This Memorandum of Understanding (“MOU”) effective the 1st day of July, 2021, by and between the Chief Local Elected Officials of the Cities of Chesapeake, Hampton, Franklin, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg and the Counties of Gloucester, Isle of Wight, James City County, Southampton and York (“Local Area”), party of the first part, hereinafter referred to as the “CLEOs” and the Board of Directors for the Hampton Roads Workforce Council, operating pursuant to the terms of the Workforce Innovation and Opportunity Act (“WIOA”), party of the second part, hereinafter referred to as the “Board of Directors”.

WHEREAS, the WIOA continued an existing partnership between the private sector and local government with the responsibility of providing policy guidance and the exercise of oversight with respect to workforce development; and

WHEREAS, it is the desire of the Board of Directors, being the body selected in the Local Area to enter into this MOU with the CLEOs to fulfill the requirements of WIOA in the manner specified herein below, with the City of Virginia Beach as the grant recipient, and the Hampton Roads Workforce Council, a consortium established pursuant to Section 15.2-1300 of the Code of Virginia, 1950, as amended, as the grant subrecipient,

NOW, THEREFORE, it is mutually agreed as follows:

FIRST: A. The parties hereto agree that for purposes of administering programs for which funds are made available under WIOA, in the Local Area referred to in the preamble hereinabove, the City of Virginia Beach shall serve as the grant recipient and the Hampton Roads Workforce Council shall serve as the grant subrecipient. The Hampton Roads Workforce Council’s budget shall be funded from the grant receipts and other sources as may be available.

B. For purposes of carrying out its responsibilities under this MOU, the Hampton Roads Workforce Council shall employ a professional staff, to include a President/Chief Executive Officer, who shall be responsible to the CLEOs of the Local Area and the Board of Directors. The President/Chief Executive Officer, staff and legal representation shall be available to advise and make recommendations to the Board of Directors and the CLEOs or their designees on proposed

and ongoing programs. The Hampton Roads Workforce Council staff shall cooperate and assist the Board of Directors and the CLEOs or their designees in the performance of their respective duties required under the WIOA, including attendance at meetings as requested to report on activities, and the provision of a constant and open line of communication. The employment and/or termination of the President/Chief Executive Officer will be a decision by the Board of Directors and require the concurrence of the CLEOs. The Hampton Roads Workforce Council shall maintain personnel policies and procedures consistent with applicable law and regulations and approved by the CLEOs.

SECOND: The Board of Directors' Chairman and the grant recipient CLEO, or another member to be selected by such Chairman or CLEO, shall be designated as chief liaison to the other, for purposes of discussing mutual concerns.

THIRD: It is acknowledged and agreed that, along with the Hampton Roads Workforce Council's acceptance of the responsibility of grant subrecipient, the Hampton Roads Workforce Council assumes fiduciary responsibility for all funds it handles and manages. The Hampton Roads Workforce Council and the Board of Directors agree to procure and maintain insurance in the amounts and types as reasonably recommended by the grant recipient.

FOURTH: The parties mutually agree that each is bound by the provisions of the WIOA and any pertinent federal regulations, that all WIOA programs will be operated only in conformance with such Act and regulations, and that all WIOA funds will be expended only as allowable under WIOA, as amended.

FIFTH: Those matters requiring the approval of both the Board of Directors and CLEOs, specified under WIOA, as may be amended from time to time, shall be determined in partnership and with the approval of both bodies. In the event that the Board of Directors and CLEOs do not concur as to matters requiring agreement, a Committee will be formed consisting of an equal number of representatives of the CLEOs or their designees and the representatives of the Board of Directors. This Committee shall attempt to reach an acceptable accommodation, to be resubmitted to each body for approval.

SIXTH: It is agreed that those matters which deal with administration of grant contracts must be dealt with on a daily basis by the Hampton Roads Workforce Council staff as the grant subrecipient. Nothing contained herein shall require prior approval of actions or responsibilities

contained in or required by such contracts. However, any actions of an exceptional or unusual nature shall be reported to each body. Such actions may be contravened only with the concurrence of the Board of Directors and the CLEOs.

SEVENTH: The CLEOs or their designees and the Board of Directors will monitor finances and performance of all programs, activities and providers, utilizing the Hampton Roads Workforce Council staff for such purposes.

EIGHTH: The CLEO of the grant recipient or a designee shall be designated as the official spokesperson for the Hampton Roads Workforce Council and the Board of Directors as to all matters arising under this Memorandum.

NINTH: Each party hereto shall separately insure itself and hold the other harmless from liability for its own separate actions. Each is independent, and not the employee, partner or agent of the other, except as may be specified herein.

TENTH: This MOU shall be effective July 1, 2021, and may be amended or terminated by the written agreement of both parties.

ELEVENTH: It is understood that this MOU shall not be entered into and be binding, unless and until it has been approved by the CLEOs and the Board of Directors and signed by the CLEO of the grant recipient and the Chairperson of the Board of Directors. No amendment or modification shall be valid unless approved in the same manner.

IN WITNESS WHEREOF, the parties hereunto have set their signatures and seals as of the day and year first written above.

Signatures Appear on the Following Page.

CHIEF LOCAL ELECTED OFFICIALS:

Robert M. Dyer, Mayor
City of Virginia Beach

Date

BOARD OF DIRECTORS OF THE HAMPTON ROADS WORKFORCE COUNCIL:

John Olson, Chairperson

Date