

ATTACHMENT B
LOCAL ELECTED OFFICIAL AGREEMENT

AGREEMENT ESTABLISHING THE REGION 1 WEST VIRGINIA LOCAL ELECTED OFFICIAL BOARD

PURPOSE OF AGREEMENT

Article I - The undersigned parties hereby establish the West Virginia Region 1 Elected Official Board (hereinafter known as the “LEO Board”) for the purpose of consolidating, coordinating, and improving workforce investment programs pursuant to the provisions of the *Workforce Investment Act of 1998* (hereinafter known as “the Act”), and the federal regulations as issued by the U. S. Secretary of Labor for the implementation of the Act (hereinafter known as the “Regulations”).

MEMBERSHIP

Article II - The LEO Board shall be composed of the mayor and one county commissioner representing the following independent political jurisdiction:

City of Beckley
City of Bluefield
County of Fayette
County of Greenbrier
County of McDowell
County of Mercer
County of Monroe
County of Nicholas
County of Pocahontas
County of Summers
County of Raleigh
County of Webster
County of Wyoming

By their signatures, the local elected officials (“LEOs”) of these thirteen jurisdictions endorse the objectives and accept the terms and conditions of this agreement.

There shall be a LEO Board consisting of one (1) commissioner from each of the eleven member counties and the mayor of the City of Beckley and the City of Bluefield. The representative commissioner shall be selected by a majority vote of the board of commissioners from each county member. The LEO Board shall

serve as the oversight body and ensure accountability of the Region 1 West Virginia Local Workforce Investment Board (“LWIB”).

A) Membership and Voting

- 1) All parties agree that it is in the best interest of the LEO Board and the cities and counties that are a party to this agreement for there to be a sharing of interest and representation on the LEO Board. Therefore, the parties agree that, to the extent feasible, all LEO Board members are expected to attend meetings of the LEO Board.
- 2) A Chair of the LEO Board shall be elected by majority vote of the LEO Board members present and voting to serve for a two-year term. A First Vice-Chair shall be elected by a majority vote of the LEO Board members present and voting to serve a two-year term, and shall serve as Chair, in the Chair's absence, at any scheduled meeting of the LEO Board. The elected Chair shall be empowered to sign all legal documents on behalf of the LEO Board.
- 3) The LEO Board shall also elect a Secretary/Treasurer to serve a two-year term.
- 4) All officers of the LEO Board shall be representatives of different member counties of the LEO Board.
- 5) The number and schedule of meetings of the LEO Board shall be set forth in the LEO Board's by-laws.
- 6) Each member of the LEO Board shall be entitled to one vote. In the event a member is unable to attend a meeting, she/he may grant a written proxy to another member of the LEO Board or another commissioner from the same county. The proxy may only be for one meeting and for the specific proposal(s) on the agenda for such meeting.
- 7) All decisions of the LEO Board shall be by a majority of the votes cast, a quorum (one more than half of the LEO Board) being present. A quorum for the purpose of amendments and the by-laws shall be two-thirds (2/3) majority of the LEO Board.

AREA AND POPULATION TO BE SERVED

Article III - The workforce investment area to be served by the LEO Board shall be the counties of Fayette, Greenbrier, McDowell, Mercer, Monroe, Nicholas, Pocahontas, Summers, Raleigh, Webster, and Wyoming and the cities of Beckley and Bluefield.

POWERS, FUNCTIONS AND RESPONSIBILITIES OF THE LEO BOARD

Article IV - The purpose of the LEO Board shall be to exercise the powers, functions, and responsibilities vested in the LEO Board by this agreement for planning and oversight of programs and services for which funds are provided through the Act, or other related programs and services for which funds may otherwise be made available to the LEO Board and for all other workforce investment programs provided through One-Stop Career Centers as defined in the Act or the regulations promulgated thereunder.

On behalf of each and all of the thirteen political subdivisions that are all parties hereto, the LEO Boards powers shall include, but are not necessarily limited to, the following:

- A) Appointment and re-appointment of members of the LWIB from individuals nominated or recommended to or by the LEOs. Nominations and individuals selected from the private sector must reflect the industrial and demographic composition of the local labor market of the LWIB;
- B) In partnership with the LWIB, development and submission of all plans and subsequent modifications to the Governor of West Virginia ("Governor") and/or other organizations for funding;
- C) In agreement with the LWIB, designation or certification of One-Stop service provider consistent with criteria established by the Act and the West Virginia Workforce Investment Council and termination for cause the certification of the One-Stop service provider;

- D) In partnership with the LWIB, conduct oversight with respect to local programs of youth, adult and dislocated worker activities authorized under the Act and the One-Stop service provider system;
- E) In partnership with the LWIB, negotiation of and reaching an agreement with the West Virginia Workforce Investment Council on behalf of the Governor on local performance measures;
- F) In cooperation with the LWIB, appointment of a Youth Council (as defined in the Act or the regulations promulgated thereunder) as a sub-group of the LWIB responsible for recommendations to the LWIB concerning youth programs and issues;
- G) Approval of the budget developed by the LWIB for the purpose of carrying out the duties of the LWIB;
- H) Establishment of by-laws for the LEO Boards operation;
- I) In partnership with the LWIB, solicitation of support and comment from the general public in providing comprehensive workforce investment programs;
- J) The LEO Board may either support the decision of the LWIB or may refer such decisions back to the LWIB for further consideration;
- K) The LEO Board shall be the recipient of all the Act funds with the authority, responsibility and liability for the oversight of all workforce investment programs;
- L) Employ LEO Board staff and/or utilize other options for carrying out the authorities and responsibilities set forth in this agreement (such as utilizing members of the LWIB staff) to assist the LEO Board in gathering financial information regarding the operation of the LWIB;
- M) Delegation of such functions and responsibilities to agencies, subcommittees or individuals as the LEO Board deems appropriate for executive administrations; the LEO Board reserves all powers not expressly delegated;
- N) Such other functions as the LEO Board may deem appropriate for the exercise of the LEO Boards powers and in the discharge to the

LEO Boards duties and responsibilities under the Act and the regulations promulgated thereunder.

Any delegation of power or authority by the LEO Board does not relieve the LEOs of their ultimate responsibility for the use of the funds under the Act. The LEO Board reserves the right to review, evaluate and make a determination on any plan, proposal or request for funding as submitted by the LWIB.

**LWIB REGION 1 WEST VIRGINIA LOCAL
WORKFORCE INVESTMENT BOARD**

Article V - The undersigned parties hereby establish the LWIB for the purpose of consolidating, coordinating, and improving workforce investment programs pursuant to the provisions of the Act and the Regulations. The LWIB shall exercise the powers, functions and responsibilities vested in the LWIB by this agreement and the Act for planning and oversight of the delivery of programs and services for which funds are provided through the Act, other related programs and services for which funds may otherwise be made available to the LWIB, and for all other workforce investment programs provided through One-Stop Career Centers.

A) Purpose of the LWIB

- 1) To be responsible for developing policy, goals, objectives and overall direction of the eleven county workforce investment areas with respect to activities under Title I of the Act;
- 2) To increase the business communitys involvement in the workforce investment programs operated within the eleven county workforce investment area represented by the LEOs;
- 3) To improve workforce investment needs of job seekers, workers and businesses within the eleven county workforce investment area represented by the LEOs.

B) Membership

The membership of the LWIB shall be:

- 1) The LWIB shall consist of as many members as is necessary to comply with the Act;

- 2) Composed of at least 51 percent private business and industry representatives and the remainder shall be composed of at least two (2) representatives from local educational entities, at least two (2) representatives from community-based organizations, at least two (2) representatives from economic development agencies, at least two (2) representatives from labor organizations, and representatives determined by managing organizations of each of the One-Stop mandated partners who are investors, as specified in the Act;
- 3) The 51 percent private business and industry shall be at least two (2) members from each of the eleven counties and there shall be at least two (2) members at large to be selected from within the eleven counties;
- 4) LWIB members terms shall be staggered so that no more than one-third shall be due for appointment or reappointment at any one time. Appointment to the LWIB shall be for three (3) years except for appointment to the initial board of directors and to fill an unexpired term and appointments necessary to maintain the staggered terms;
- 5) A Chair of the LWIB shall be elected from among the members representing the private sector by majority vote of the members present and voting to serve a two-year term. A First Vice-Chair shall be elected by a majority vote of the members present and voting to serve a two-year term, and shall serve as Chair in the Chair's absence. A Second Vice-Chair shall be elected by the same method as the First Vice-Chair and shall serve in the event of absence of the Chair and First Vice-Chair. The elected Chair shall be empowered to sign all legal documents on behalf of the LWIB.

C) Powers, Functions and Responsibilities

- 1) Initiate and develop all policies and policy actions;
- 2) In partnership with the LEO Board, development and submission of all plans and subsequent modifications to the Governor and/or other organizations for funding;

- 3) In agreement with the LEO Board, designation or certification of One-Stop Career Centers (consistent with criteria established by the State Workforce Investment Council) and termination for cause the eligibility of the One-Stop Career Centers;
- 4) Identification of eligible providers of youth activities by awarding grants or contracts on a competitive basis based on the recommendation of the Youth Council;
- 5) Identification of eligible providers of training services for adults and dislocated workers;
- 6) Identification of eligible providers of intensive services for adults and dislocated workers and award contracts for intensive services if the One-Stop Career Center does not provide the intensive services;
- 7) Submission of a budget for the purpose of carrying out the LWIB duties to the LEO Board;
- 8) In partnership with the LEO Board, conduct oversight with respect to local programs of youth, adult and dislocated worker activities authorized under the Act and the One-Stop Career delivery system;
- 9) In partnership with the LEO Board, negotiation of and reaching an agreement with the West Virginia Workforce Investment Council on behalf of the Governor on local performance measures;
- 10) Assistance to the Governor's Workforce Investment Division in developing a statewide employment statistics system;
- 11) Coordination of workforce investment activities authorized under the Act with local economic development strategies including those of the West Virginia Workforce Investment Council and the development of other employer linkages with those activities;
- 12) Promotion of the participation of private sector employers in the statewide workforce investment system; ensure private

sector participation through the connecting, brokering and coaching activities, through intermediaries such as One-Stop Career operator or through other organizations, to assist employers in meeting hiring needs;

- 13) Negotiation of an agreement with the LEO Board clearly detailing the partnership between the LEO Board and the LWIB for the governance and oversight of activities under the Act (the “LEO/WIB” Agreement);
- 14) In cooperation with the LEO Board, appointment of a Youth Council as a subgroup of the LWIB responsible for recommendations to the LWIB concerning youth programs/issues;
- 15) Solicitation and acceptance of grants and donations from sources other than federal funds made available under the Act;
- 16) Establishment of by-laws for the operation of the LWIB;
- 17) In partnership with the LEO Board, solicitation of support and comment from the general public in providing comprehensive workforce investment programs;
- 18) Promoting good public relations for the entire workforce investment system;
- 19) A non-financial agreement will be developed between the LEO Board and the LWIB, which further defines their organizational structure and relationships with each other;
- 20) Delegation of such functions and responsibilities to agencies, subcommittees or individuals as the LWIB deems appropriate for executive administration; all powers not expressly delegated are reserved by the LWIB in accordance with the Act or as otherwise agreed to in the LEO/WIB Agreement;
- 21) Such other functions as the LWIB may deem appropriate for the exercise of the LWIBs powers and in the discharge of the LWIBs duties and responsibilities under the Act and the regulations promulgated thereunder.

RESTRICTIONS OF THE LEO BOARD AND THE LWIB

Article VI

- A) The LWIB and the LEO Board may not provide core services or intensive services through a One-Stop Career system or be designated or certified as a One-Stop Career operator unless an agreement is reached between the LEOs and the Governor;
- B) The LWIB and the LEO Board may not provide training services unless granted a waiver by the Governor due to an insufficient number of eligible providers of training services to meet the local area demand;
- C) The LWIB and the LEO Board may not mandate curricula for schools;
- D) The members of the LWIB or the LEO Board may not vote on a matter under consideration by the LWIB or the LEO Board regarding provisions of services by the member or the entity the member represents; matters that would provide direct financial benefit to the member, his/her immediate family; or a business with which the member or his/her immediate family is associated or another activity that would be in conflict with the conflict of interest prohibitions outlined in the West Virginia Constitution or Statute. Conflict or conflict of interest does not include an action having a *de minimi* economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation, or other group which includes the member of the LWIB or the LEO Board or a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated.

LIABILITY

Article VII

- A) The counties and cities signatory to this agreement to the extent consistent with the state or local laws of the State of West Virginia do certify acceptance of the responsibility for the total management,

operation, and compliance with all applicable laws and federal regulations.

The counties and cities signatory to this agreement, to the extent consistent with the state or local laws of West Virginia, agree that each will be responsible for any disallowed costs or liabilities that can be specifically traced to the operation or administration of its portion of the LWIBs programs.

- B) The signatories to this agreement agree that the LEO Board shall secure public liability insurance for the LEO Board members, LEOs serving as LWIB members, LWIB Board of Directors, LWIB staff, and representatives of these groups. Individual LEO Board members shall not be personally liable for any and all actions or inactions while carrying out the responsibilities of this agreement.
- C) The signatories to this agreement agree that in the event a liability results from a sub-contractual agreement with another party, all methods for pursuing collection of the disallowed costs will be exhausted. In accordance with the Act, assistance from the United States Secretary of Labor will be requested for any debt collection.
- D) In no event will liabilities incurred through workforce investment activities undertaken by any member or members of the LEO Board prior to LEO Board formation be assumed by the LEO Board.

SUNSHINE LAW

Article VIII - The West Virginia Open Governmental Proceedings Act (Chapter 6, Article 9A and Chapter 29B, Article 1 of the Code) shall apply to all bodies governed by this agreement.

SEVERABILITY

Article IX - Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

DURATION OF AGREEMENT

Article X - The term of this agreement is perpetual. However, each of the counties and cities represented by the LEO Board shall be permitted to withdraw from this agreement upon written notification to the LEO Board of the intention of such county to withdraw at least 120 days prior to the intended date of such withdrawal.

Upon the unanimous agreement of the board of commissioners of each county or the city councils that remains a party to this agreement, or upon the reduction of the number of parties to this agreement to less than six, the Board shall be dissolved, this Agreement shall be terminated, and any remaining funds shall be restored to the source thereof, pursuant to applicable law and regulations.

AMENDMENT OF AGREEMENT

Article XI - Subject to applicable law, this agreement may be amended by an agreement in writing executed in the same manner as this agreement and authorized or ratified by the Board of Directors of the LWIB and the LEO Board.

IN WITNESS THEREOF, this agreement is hereby executed by the boards of commissioners and the members of city councils and shall have full force and effect from the date of execution by the full board of commissioners and city councils of each member and shall be in continuous effect from that date until otherwise amended or terminated.

Jerry Berry, Chief

Typed Name and Title


Signature

4-27-05
Date