

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") entered into this 1st day of July, 2015, by and between the Chief Local Elected Officials of the Cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk and Virginia Beach and the Counties of Isle of Wight and Southampton ("Local Area"), party of the first part, hereinafter referred to as the "CLEOs" and the Hampton Roads Workforce Development Board, operating pursuant to the terms of the Workforce Innovation and Opportunity Act ("WIOA"), party of the second part, hereinafter referred to as "HRWDB".

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 HRWDB, 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 **Opportunity Inc.** of Hampton Roads ("**Opportunity Inc.**"), 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 Opportunity Inc. shall serve as the grant subrecipient. Opportunity Inc.'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, Opportunity Inc. 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 HRWDB. The President/Chief Executive Officer, staff and legal representation shall be available to advise and make recommendations to the HRWDB and the CLEOs or their designees on proposed and ongoing programs. The Opportunity Inc. staff shall cooperate and assist the HRWDB 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 HRWDB and require the concurrence of the CLEOs. Opportunity Inc. shall maintain personnel policies and procedures consistent with applicable law and regulations and approved by the CLEOs.

SECOND: The HRWDB 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 Opportunity Inc.'s acceptance of the responsibility of grant subrecipient, Opportunity Inc. assumes fiduciary responsibility for all funds it handles and manages. Opportunity Inc. and the HRWDB 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 HRWDB 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 HRWDB 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 HRWDB. 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 Opportunity Inc. 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 HRWDB and the CLEOs.

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SEVENTH: The CLEOs or their designees and the HRWDB will monitor finances and performance of all programs, activities and providers, utilizing Opportunity Inc. staff for such purposes.

EIGHTH: The CLEO of the grant recipient or a designee shall be designated as the official spokesperson for Opportunity Inc. and the HRWDB 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, 2015, 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 HRWDB and signed by the CLEO of the grant recipient and the Chairperson of the HRWDB. 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.

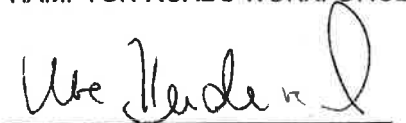
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CHIEF LOCAL ELECTED OFFICIALS:


William D. Sessoms, Jr., Mayor
City of Virginia Beach

3-4-2015
Date

HAMPTON ROADS WORKFORCE DEVELOPMENT BOARD:


Ute Heidenreich, Esq, Chairperson

5/27/15
Date