

FIFTH AMENDED CHARTER AGREEMENT OF OPPORTUNITY INC. OF HAMPTON ROADS

THIS FIFTH AMENDED CHARTER AGREEMENT ("Agreement") is made this first day of July, 2015, by and between the Cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk and Virginia Beach, and the Counties of Isle of Wight and Southampton, pursuant to the authority granted by Section 15.2-1300 of the Code of Virginia, 1950, as amended.

Whereas, effective July 1, 1974, the Cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk and Virginia Beach, and the Counties of Isle of Wight and Southampton joined together to create the Southeastern Tidewater Area Manpower Authority, now known as Opportunity Inc. of Hampton Roads ("Opportunity Inc."), as a joint venture; and

Whereas, effective October 1, 1983, January 1, 1985, January 1, 2000 and July 1, 2001, the participating jurisdictions amended the Charter of Opportunity Inc. in certain respects; and

Whereas, the participating jurisdictions desire to amend the Charter of Opportunity Inc. a fifth time consistent with applicable provisions of the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), as may be amended from time to time, and to reaffirm the Charter in all other respects.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

1. Opportunity Inc. shall exist indefinitely, subject to dissolution by agreement of the governing bodies of the participating jurisdictions.
2. Opportunity Inc. shall have for its purpose the provision of workforce development services in accordance with the provisions of the WIOA as may be amended from time to time, or any future legislation of similar import and applicability, and shall serve as the grant subrecipient.
3. Opportunity Inc. shall be governed by a Workforce Development Board duly appointed in accordance with the WIOA, as may be amended from time to time, and by the collective direction of the Chief Local Elected Officials ("CLEO") of each participating jurisdiction.
4. Opportunity, Inc. is hereby authorized and empowered:

- (a) To adopt policies and procedures for the regulation of its affairs and the conduct of its business;
- (b) To maintain an office at such place or places as it may designate;
- (c) To sue and be sued;
- (d) To accept grants and gifts from the participating jurisdictions, the Commonwealth of Virginia, the Federal government or any other governmental body or political subdivision, and from any individual, corporation, partnership, association or other entity;
- (e) To enter into contracts with the Federal government, the Commonwealth of Virginia, any political subdivision, or any agency or instrumentality thereof, or with any individual, corporation, workforce investment board, partnership, association or other entity providing for or relating to the furnishing of workforce development or related services;
- (f) To employ such staff and to retain such legal or professional representation as may be deemed necessary, and to prescribe their powers and duties and fix their compensation, within the approved budget;
- (g) To make and enter into all contracts and agreements necessary or incidental to or desirable for the performance of its duties and the execution of its powers hereunder; provided, however, that contracts or agreements for the borrowing of money shall be subject to obtaining the express written consent of each participating jurisdiction;
- (h) To do all acts and things necessary or convenient to carry out its purposes, consistent with the provisions of WIOA, as may be amended from time to time, or any future legislation of similar import and applicability.

5. Opportunity Inc. shall be funded by governmental grants and private contributions as set forth in section 4(d) above and shall conduct a financial and compliance audit annually in accord with all applicable rules and regulations.

6. The fiduciary liability for funds shall be vested in the participating jurisdictions on a percentage basis determined by comparing the amount of actual utilization of workforce development services by a participating jurisdiction to the total utilization of such services by all participating jurisdictions during the fiscal year pertaining to any such liability. The percentage shall be determined by using, as the numerator, the number of participants served during such fiscal year from a particular participating jurisdiction, and, as the denominator, the total participants served during such fiscal year from all participating jurisdictions.

7. Any participating jurisdiction may withdraw from this Agreement as of the last day of June in any year, provided it gives written notice thereof to all of the other CLEOs prior to the first day of March preceding the date of withdrawal.

8. All real and personal property to be used for the purposes set forth above shall be acquired and held in the name of Opportunity Inc. Upon the dissolution of Opportunity Inc., all of its assets and property, both real and personal, tangible and intangible, shall be disposed of by the participating CLEOs in accordance with applicable law, as well as those rules and regulations as may have been properly promulgated by such Officials.

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

Signature Appear on the Following Page.

ATTEST:

Beverly S. Pender
Acting City Clerk

CITY OF CHESAPEAKE

[Signature]
Mayor

4-16-15
Date

ATTEST:

[Signature]
City Clerk

CITY OF FRANKLIN

[Signature]
Mayor

4/27/15
Date

ATTEST:

[Signature]
County Clerk

ISLE OF WIGHT COUNTY

[Signature]
Chair, Board of Supervisors

4/16/2015
Date

ATTEST:

[Signature]
City Clerk 04/06/15

CITY OF NORFOLK

[Signature]
Mayor

4/2/15
Date

ATTEST:

[Signature]
City Clerk

CITY OF PORTSMOUTH

[Signature]
Mayor

4/8/15
Date

ATTEST:

[Signature]
Clerk

SOUTHAMPTON COUNTY

[Signature]
Chair, Board of Supervisors

4/27/2015
27/4/2015
Date

ATTEST:

[Signature]
City Clerk

CITY OF SUFFOLK

[Signature]
Mayor

4-30/2015
Date

ATTEST:

[Signature]
City Clerk

CITY OF VIRGINIA BEACH

[Signature]
Mayor

3/4/2011
Date