

FOURTH AMENDED CHARTER AGREEMENT

OF

OPPORTUNITY, INC. OF HAMPTON ROADS, FORMERLY KNOWN AS THE
SOUTHEASTERN VIRGINIA JOB TRAINING ADMINISTRATION

THIS FOURTH AMENDED CHARTER AGREEMENT is made this first day of July, 2001, 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 Virginia Job Training Administration (SVJTA), formerly known as the Southeastern Tidewater Area Manpower Authority, as a joint venture; and

Whereas, effective October 1, 1983, January 1, 1985, and January 1, 2000, the participating jurisdictions amended the Charter of the Southeastern Virginia Job Training Administration in certain respects; and

Whereas, the participating jurisdictions desire to amend the Charter of the Southeastern Virginia Job Training Administration a fourth time consistent with applicable

provisions of the Workforce Investment Act (WIA) of 1998, as amended, and to reaffirm it in all other respects.

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

1. The consortium chartered the 1st day of July, 1974, by the Cities and Counties signatory thereto as the Southeastern Virginia Job Training Administration shall, effective July 1, 2001, be named Opportunity, Inc. of Hampton Roads ("Opportunity, Inc.").

2. Opportunity, Inc. shall exist in perpetuity, subject to dissolution by agreement of the governing bodies of the participating jurisdictions.

3. Opportunity, Inc. shall have for its purpose the provision of workforce development services in accordance with the provisions of the Workforce Investment Act of 1998, as amended, or any future legislation of similar import and applicability, and shall serve as the grant subrecipient.

~~4. Opportunity, Inc. shall be governed by a~~
Workforce Development Board duly appointed in accordance with the Workforce Investment Act of 1998, as amended, and by the Chief Local Elected Officials of each participating jurisdiction.

5. The Workforce Development Board and the Chief Local Elected Officials shall meet at least quarterly.

6. 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 private corporation, copartnership, association, individual 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 private corporation, workforce investment board, copartnership, association, individual 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 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 the performance of its duties and the execution of its powers hereunder; provided, however, that contracts or agreements for the borrowing of money for which the express written consent of each participating jurisdiction must be obtained;
- (h) To do all acts and things necessary or convenient to carry out its purposes, consistent with the provisions of Workforce Investment Act of 1998, as amended, or any future legislation of similar import and applicability.

7. Opportunity, Inc. shall be funded by governmental grants and private contributions as set forth in section 6(d) above and shall conduct a financial and compliance audit annually in accord with all applicable rules and regulations.

8. 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 in a particular participating jurisdiction, and, as the denominator, the total participants served during such fiscal year in all participating jurisdictions.

9. 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 the Chief Local Elected Officials prior to the first day of March preceding the date of withdrawal.

10. Upon dissolution of Opportunity, Inc., all of its assets and property shall be disposed of as determined by the Chief Local Elected Officials in accordance with applicable rules and regulations.

11. All real and personal property shall be acquired, and held in the name of Opportunity, Inc. and disposed of by the Chief Local Elected Officials in accordance with applicable rules and regulations, as well as those rules and regulations adopted and promulgated thereby.

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

ATTEST:

CITY OF CHESAPEAKE

Donald C. Moore
City Clerk

William F. Ward
Mayor Date

ATTEST:

CITY OF FRANKLIN

[Signature]
City Clerk

James Plancill
Mayor Date 4/23/01

ATTEST:

COUNTY OF ISLE OF WIGHT

W. Debra White
County Clerk

[Signature]
Chair, Board of Supervisors Date

ATTEST:

CITY OF NORFOLK

Shelia M. Warden
for City Clerk

[Signature]
Mayor Date 6-26-01

ATTEST:

CITY OF PORTSMOUTH

Debra G. White
City Clerk

Dr. James W. Hilly
Mayor Date 5-1-01

ATTEST:

COUNTY OF SOUTHAMPTON

[Signature]
City Clerk

Raymond Williams
Chair, Board of Supervisors Date 4/23/01

ATTEST:

CITY OF SUFFOLK

Mary Lynn Dixon
Deputy City Clerk

Curtis R. Melton
Mayor Date 6-11-01

ATTEST:

CITY OF VIRGINIA BEACH

Quint Lodge Brown, MMC
City Clerk

[Signature]
Mayor Date 4/23/01