

NEW RIVER/MOUNT ROGERS WORKFORCE INVESTMENT CONSORTIUM AGREEMENT

This Agreement is executed by the duly authorized elected officials from the Counties of Bland, Carroll, Floyd, Giles, Grayson, Montgomery, Pulaski, Smyth, Washington, and Wythe and the Cities of Bristol, Galax, and Radford, Virginia (the "Member Jurisdictions") and shall be effective on the latter of October 1, 2009 or on the day that the last Member Jurisdiction enters into this Agreement.

WHEREAS, the Workforce Investment Act of 1998, codified at 29 U.S.C. S 2801 *et seq.*, (Workforce Investment Act, P. L. 105 - 220, Title 1, Subtitle B, Chapter 2, Section 117) (hereinafter the "Act"), provides federal funding to states for the delivery of workforce training and other services; and

WHEREAS, 29 U.S.C. § 2831 allows the Governor of the Commonwealth of Virginia to designate local workforce investment areas for the delivery of such services within the state; and

WHEREAS, the Act requires that the Governor consider and approve requests for Workforce Investment Act funds made by a combination of local government units with a population of 200,000 or more; and

WHEREAS, the Member Jurisdictions wish to jointly perform the responsibilities prescribed under the Act; and

WHEREAS, Va. Code §15.2-1300 provides that local governments may enter into agreements for joint or cooperative exercise of any power, privilege or authority which each is capable of exercising individually; and

WHEREAS, the Member Jurisdictions desire to form a joint entity under Va. Code § 15.2-1300 to be designated as the New River/Mount Rogers Workforce Investment Area Consortium (the "Consortium") and to be recognized as Virginia's Area II Local Workforce Investment Area; and

WHEREAS, each Member Jurisdiction by ordinance approved the establishment of a joint entity empowered to exercise the responsibilities of the Chief Local Elected Official as set forth in this Agreement; and

WHEREAS, creation of the Consortium will permit the delivery and oversight of workforce services in a manner that will ensure accountability to local elected officials of the Member Jurisdictions.

NOW, THEREFORE, the parties do mutually covenant and agree as follows:

Article I – Entity

Section 1. Formation of Consortium. The Member Jurisdictions acting pursuant to authority granted to them under Va. Code §15.2-1300 hereby create the New River/Mount Rogers Work

Force Investment Area Consortium as an entity to exercise the powers set forth in this Agreement.

Section 2. Consortium Membership. The Member Jurisdictions of the Consortium shall be the Counties of Floyd, Giles, Montgomery, and Pulaski and the City of Radford, which are included in the New River Valley Planning District and the Counties of Bland, Carroll, Grayson, Smyth, Washington, and Wythe and the Cities of Bristol and Galax, which are included in the Mount Rogers Planning District.

Section 3. Consortium as Workforce Investment Area. Subject to the approval of the Governor of Virginia, the thirteen Member Jurisdictions shall also comprise the boundaries of the New River/Mount Rogers Workforce Investment Area (the "Area") required by the Act pursuant to 29 U.S.C. § 2831(a)(1).

Article II – Consortium Board Membership

Section 1. Consortium Board Membership. The Member Jurisdictions shall establish a Consortium Board comprised of one representative from each Member Jurisdiction (the "Representative"). The Consortium Board shall have in addition to the powers set forth herein all the powers, duties, and responsibilities of the Chief Local Elected Official as set forth in the Act as amended.

Section 2. Representative of Member Jurisdictions and Term. The Representative to the Consortium Board shall be a member of the governing body of the Member Jurisdiction or its chief administrative officer. No person shall serve as a Representative if such person is no longer a member of the governing body or its chief administrative officer. Each Member Jurisdiction shall determine the length of term for its Representative and be responsible for filling the vacancy of its Representative who is no longer qualified to serve.

Section 3. Policy Making Authority. Every Consortium Board Member shall have the authority to speak affirmatively for the Member Jurisdiction and, in conformity with the by-laws of the Consortium, to commit the Consortium to a course of action.

Section 4. Removal of Member. Under the by-laws and governing rules of the Member Jurisdiction, the Member Jurisdiction may remove its Representative from office.

Article III – Consortium Powers

Section 1. Powers Under The Act. The Consortium Board shall engage in all activities necessary and proper for the execution of its responsibilities that are assigned or reserved to the chief local elected official under the Act, including:

- A. Collectively perform the functions of the chief elected officials of the Member Jurisdictions as permitted in 29 U.S.C. § 2832(c)(1)(B). For purposes of the Act, the Member Jurisdictions shall act through the Consortium Board.
- B. Apply to the Governor of Virginia for Area designation.

- C. Appoint the members of the Local Workforce Investment Area Board as provided in Article VI of this Agreement.
- D. Execute an agreement with the Local Workforce Investment Area Board for the operation and functions of the Local Workforce Investment Area Board set out in 29 U.S.C. § 2832.
- E. Continually establish the vision and priorities of the Consortium in conjunction with the Local Workforce Investment Area Board.
- F. Develop the region's strategic plan as the Local Plan under the Act for Member Jurisdictions in partnership with the Local Workforce Investment Area Board. The plan shall be submitted to the Virginia Workforce Council (hereinafter, the "Workforce Council") in the manner prescribed by the Workforce Council.
- G. Provide input into and approve the budget recommended by the Local Workforce Investment Area Board and provide continuing fiscal oversight of all funds received and expended.
- H. Work with the Local Workforce Investment Area Board and Governor of Virginia to reach agreement on local performance measures.
- I. Approve the Local Workforce Investment Area Board's selection and designation of one-stop operator(s), its evaluation of the performance of one-stop operator(s), and its termination of their eligibility for cause as provided in 29 U.S.C. § 2841(d)(2).
- J. From among the Member Jurisdictions, identify annually the Grant Recipient of all funds received under the Workforce Investment Act.

Section 2. **General Powers.** The Consortium Board shall engage in all things necessary or convenient to carry out the business and affairs of the entity, including, without limitation, the authority to:

- A. To sue, be sued, complain and defend in its name.
- B. To adopt and amend bylaws, not inconsistent with this Agreement or with the laws of the Commonwealth, for managing the business and regulating the affairs of the Consortium.
- C. To purchase, receive, lease, or otherwise acquire, and own, hold, improve, use and otherwise deal with in its own name, real or personal property, or any legal or equitable interest in property, wherever located.
- D. To sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property.

- E. To purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of, and deal in and with shares or other interests in, or obligations of, any other entity.
- F. To make contracts, incur liabilities, borrow, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income.
- G. To invest and reinvest its funds and receive and hold real and personal property as security for repayment.
- H. To elect officers and define their duties.
- I. To hire, discharge, establish the terms and conditions of employment, and pay salaries and benefits to employees who provide staffing services to the Consortium Board, the Local Workforce Investment Area Board, and Youth Council. Such benefits may include retirement and deferred compensation plans, health and life insurance, and other leave and pay benefits as the Consortium Board determines is consistent with the practices within the Member Jurisdictions. The Executive Director shall report directly to the Consortium Board.
- J. To pay compensation, or to pay additional compensation, to any or all employees on account of services previously rendered to the Consortium, whether or not an agreement to pay such compensation was made before such services were rendered.
- K. To obtain indemnity insurance for the Consortium, its Board, the Local Workforce Investment Area Board, and the Youth Council and any of its officers or employees for any cause of action or claim asserted against them for acts engaged in their official capacities.
- L. To employ legal counsel, accountants, and other advisors as the Consortium Board deems necessary as may be permitted under the Act.
- M. To have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is organized.

Section 3. Consortium Board's Oversight and Control. The Consortium Board shall perform the following functions:

- A. Oversee the local workforce investment system.
- B. Oversee the youth and other programs and fund sources which may from time to time fall under the purview of the Local Workforce Investment Area Board.
- C. Consult on appointments to the Local Workforce Investment Area Board's Youth Council.

- D. Assist in the development of the Local Plan and Plan modification review and approval for the Act's programs and other programs for which the Local Workforce Investment Area Board is given responsibility.
- E. Adopt a budget for the Workforce Investment Area including the operating budget developed by the Local Workforce Investment Area Board.
- F. To the extent feasible, align all investments in workforce development in the Area under the policy umbrella of the Consortium Board.
- G. When applicable, ensure that policies of the Local Workforce Investment Area Board for workforce development, become integrated into county and city overall policies for economic development, education, and workforce investment.
- H. Any and all powers necessary and proper to carry out the Consortium's oversight and financial control of the Act's funds and programs.

Article IV – Governance

Section 1. Consortium Board Meetings and Officers. The Consortium Board shall meet as determined by its members. The Consortium Board shall elect from its membership a chairperson, a vice-chairperson and other officers provided in the by-laws to serve for a term of one year or until a successor is elected and qualified. The Consortium Board shall fill any vacancies in officer positions by election for the remainder of the unexpired term. The chairperson shall appoint a board clerk. Election shall be by a majority of the members of the Consortium Board.

Section 2. Consortium Board By-Laws. The Consortium Board may adopt operational and procedural by-laws consistent with this Agreement, applicable federal and state laws, and rules and regulations pursuant thereto. Such by-laws shall be adopted or amended by a majority of the members of the Consortium Board.

Section 3. Roberts Rules of Order. Roberts Rules of Order (revised) shall govern the proceedings of the Consortium Board insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium Board.

Section 4. Quorum. A simple majority of the representatives of Member Jurisdictions (7 jurisdictions) shall constitute a quorum.

Section 5. Voting. Except as provided below or required by state or federal law, all votes shall be approved by a simple majority vote. With respect to the powers set forth in Article III, Section 2 of this Agreement, the affirmative vote of the Consortium Board consisting of at least four (4) members of the Mount Rogers planning district and three (3) members of the New River planning district will be required for the following actions:

- A. Issuance of long-term debt obligations (i.e., obligations with maturities exceeding one (1) year, such as lease purchase and borrowings).

- B. Sale, conveyance, mortgage, pledge, lease, exchanges and otherwise disposing of all or any part of its real property.
- C. Grants or other contractual obligations which require local matching funding from the Member Jurisdictions.
- D. Hiring and discharging the Executive Director.
- E. Designation of a Fiscal Agent.

Section 6. **Minutes.** Written minutes shall be kept on all meetings. Such minutes shall state the substance of the matters considered and all votes taken.

Article V – Operational Provisions

Section 1. **Allocation of Funds.** Funds allocated under the Act shall be expended for the mutual benefit of the residents of the Member Jurisdictions without regard to place of residence or as required by applicable law, regulation or in the approved Local Plan.

The chief administrative officers or their designees may execute an Operational Agreement to specify the use of general funds that each Member Jurisdiction may provide for services and administration under the Act.

Section 2. **Designation of Grant Recipient and Fiscal Agent.** The Consortium Board shall identify annually the Member Jurisdiction to serve as the Grant Recipient. The Consortium Board shall select a fiscal agent for all funds awarded by the federal government, the Commonwealth of Virginia local jurisdictions, or other funding sources to the Member Jurisdictions for workforce development activities, including Title I funds provided by the Act. The Consortium Board may in the future designate a different fiscal agent [and grant recipient].

Section 3. **Responsibility for Funds.** The Member Jurisdictions shall be financially responsible for the expenditure of state or federal funds awarded to the Consortium Board under the Act.

Section 4. **Allocation of Financial Responsibility.** Disallowed costs shall be allocated to the Member Jurisdiction(s) on a pro-rata share for the services provided in their jurisdiction(s) in the prior fiscal year under the program(s) for which such costs were disallowed.

Section 5. **Return of Local Funds.** If Member Jurisdictions contribute funds, assets or resources to the programs of the Consortium Board other than funds obtained under the Act, each shall be entitled to the return of the pro rata portion of any remaining funds, assets and resources under the control of the Consortium Board in the event of the termination or expiration of this Agreement.

Section 6. **Liability Insurance.**

- A. The Consortium Board, or its authorized representatives, shall provide from eligible funds liability insurance policies for itself and its affiliate entities, the Local Workforce Investment Area Board and the Youth Council and its

representatives and its officers, members, employees, volunteers, and Member Jurisdictions ("the covered persons") as it deems appropriate and shall provide legal defense of claims in accordance with the terms of the policies of insurance.

- B. The liability insurance should be in such amounts as are sufficient to cover any and all claims resulting from the performance of the official duties and responsibilities of the covered person. The Consortium Board, or its authorized representatives, shall retain legal counsel to represent the covered persons to the extent deemed necessary to supplement legal counsel provided under said liability insurance policies.
- C. Nothing contained in this Agreement shall be construed to abrogate or waive any defense of governmental or sovereign immunity on behalf of the covered persons or entities.

Article VI – Local Workforce Investment Area Board

Section 1. **Membership.** The Consortium Board shall appoint the members of the Local Workforce Investment Area Board in accordance with the criteria in 29 U.S.C. § 2832(b). The Consortium Board shall make every effort to appoint creative and visionary individuals to the Local Workforce Investment Area Board. Each Member Jurisdiction shall recommend nominees to the Consortium Board. The Consortium Board shall coordinate with and consult with the Member Jurisdictions when necessary to ensure appropriate representation of the Member Jurisdictions, the regional labor market, the adult educational providers, economic development leaders, and the mandatory partner programs prescribed by the Act.

In making appointments, the Consortium Board shall ensure that resources and programs, although regional in nature, will address the critical workforce needs present and future of each Member Jurisdiction.

Section 2. Membership Composition.

- A. The Local Workforce Investment Area Board shall comprise no fewer than 25 members and no greater than 39 members comprised as follows:
 - 1. A representative from each Member Jurisdiction who is an owner of a business or chief executive or operating officer of a business, or other business executive. Business representatives shall number at least 13 and shall at all times comprise a minimum of 51% of the Local Workforce Investment Area Board's membership.
 - 2. Two representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and post secondary educational institutions (including representatives of community colleges), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational agencies.

3. Two representatives of labor organizations, nominated by local labor federations, or other representatives of employees in instances where no employees are represented by labor organizations.
 4. Two representatives of community based organizations, including organizations representing individuals with disabilities and veterans.
 5. Two representatives of economic development agencies, including private sector economic development entities.
 6. One representative of each of the one-stop partners.
 7. Other individuals or representatives of entities as the Consortium Board may determine to be appropriate to develop a comprehensive workforce policy within the region.
- B. Every member appointed to the Local Workforce Investment Area Board must be a person with "optimum policymaking authority" within their respective organization as this term is defined in the Act.
 - C. In addition to the above voting members, the Consortium Board may appoint up to 10 non-voting members who represent organizations that have knowledge of the present and future regional workforce needs.
 - D. The Chair of the Local Workforce Investment Area Board shall be from among the representatives appointed under Subsection A(1) above.

Section 2. Duties Under the Act. The Local Workforce Investment Area Board shall do the following:

- A. Execute an agreement with the Consortium Board for the operation and functions of the Local Workforce Investment Area Board set out in the Act.
- B. Establish the vision and priorities of the Consortium in conjunction with the Consortium Board.
- C. Develop the Local Plan for the Consortium in partnership with the Consortium Board for submission to the Workforce Council.
- D. Develop a budget to meet its functions and responsibilities under the Act to present to the Consortium Board for its approval.
- E. Work with the Consortium Board and Governor of Virginia to reach agreement on local performance measures.
- F. Select and designate one-stop operators as described in 29 U.S.C. § 2841(d)(2)(A) with the agreement of the Consortium Board.

- G. Evaluate and oversee the performance and operations of the one-stop operators, including termination of the eligibility of such operators for cause, with the agreement of the Consortium Board.
- H. On the recommendations of the Local Youth Council, competitively procure the services of youth service providers and recommend the awarding of contract(s) to the successful providers.
- I. Direct the disbursement of funds for workforce investment activities pursuant to 29 U.S.C. § 2832(d)(3)(B)(III).
- J. Identify and competitively procure the services of intensive services providers for adults and dislocated workers and other training providers and recommend the awarding of contract(s) to the successful providers.
- K. As requested, assist the Governor of Virginia in developing a statewide employment statistics system.
- L. Coordinate workforce investment activities with local economic development strategies and develop employer linkages.
- M. Promote participation of private sector employers in the statewide workforce system.
- N. Conduct business in an open manner and make its activities and information known to the public on a regular and continuing basis.

Section 3. Joint Exercise of Functions. In partnership with the Consortium Board, the Local Workforce Investment Area Board shall perform the following functions to fulfill the requirements of the Act:

- A. Develop a five (5) year strategic plan that connects all investments in workforce development.
- B. Conduct strategic oversight to the workforce delivery system.
- C. Oversee the One Stop Delivery System.
- D. Develop and enter into a Memorandum of Understanding with workforce development system partners for the implementation and operation of the service delivery system in the local area.
- E. Certify one-stop center operators and affiliate sites.
- F. Promote quality in customer services.

- G. Provide continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes.

Article VII – Youth Council

Section 1. Local Youth Council Membership. The Local Workforce Investment Area Board, in cooperation with the Consortium Board, shall appoint the members of the Local Youth Council as described in 29 U.S.C. § 2832(h)(2). The Local Youth Council members shall include:

- A. Members of the Local Workforce Investment Area Board with special interest or experience in youth policy
- B. Representatives of youth service agencies, including juvenile justice and local law enforcement agencies
- C. Representatives of local public housing authorities
- D. Parents of eligible youth seeking assistance under the Act
- E. Individuals, including former participants, and representatives of organizations, that have experience relating to youth activities
- F. Representatives of Job Corps, as appropriate
- G. Other individuals as the Local Workforce Investment Area Board and the Consortium Board determine to be appropriate.

Section 2. Duties of the Local Youth Council. The Local Youth Council shall perform the duties and responsibilities described in 29 U.S.C. § 2832(h)(4) which shall be included in the by-laws of the Local Workforce Investment Area Board.

VIII – Conflict of Interest

Section 1. Certain Votes Prohibited. No member of the Consortium Board, the Local Workforce Investment Area Board, or the Youth Council may

- A. Vote on a matter under consideration by the respective Board
 - 1. regarding the provision of services by such member (or by an entity that such member represents); or
 - 2. that would provide direct financial benefit to such member or the immediate family of such member; or
- B. Engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

Section 2. **Virginia Conflict of Interest Act.** The provisions of the Virginia Conflicts of Interest Act, Va. Code § 2.2-3100 et. seq. apply to the officers, members and employees of the Consortium, the Local Workforce Investment Area Board, and the Youth Council.

Article IX – Dissolution

Section 1. **Dissolution of Consortium.** This Agreement may be terminated and the Consortium dissolved upon the occurrence of any of the following events:

- A. The Governor's re-designation of the Area that excludes any of the Member Jurisdictions, or includes any localities that are not Member Jurisdictions.
- B. The cessation of funding under the Act.
- C. Approval by ordinance of an agreement which supersedes or rescinds this Agreement by all Member Jurisdictions. If the new agreement alters the boundaries of the Area, it shall not become effective prior to approval by the Governor of Virginia.

Article X – Miscellaneous

Section 1. **Effective Date of Agreement.** This Agreement shall be effective upon approval by ordinance by the governing bodies of all of the Member Jurisdictions and execution by the chief elected officials thereof.

Section 2. **Amendments.** The Member Jurisdictions may amend this Agreement by ordinance upon approval of a written amendment by all of their governing bodies and execution by the chief elected officials thereof.

Section 3. **Repeal of Prior Agreements.** This Agreement shall repeal and supersede any and all prior written or oral agreements including but not limited to the Charter Chief Local Government Officials Agreement of February 15, 2000 and agreements under P.L. 102-367 (the Job Training Partnership Act) and P.L. 105-220 (the Workforce Investment Act). On the effective date of this Agreement all the duties and responsibilities of any Board or Council operating under such prior agreements shall immediately and simultaneously cease operating and the responsibilities under the Act shall vest in the Consortium Board created in this Agreement.

Section 4. **Implementation of Agreement.** This Agreement shall be implemented to ensure that the new Consortium Board, Local Workforce Investment Area Board, and Local Youth Council are in place and the designation of one-stops and one-stop operators is complete as soon as possible but no later than January 31, 2010.

Section 5. **Effective.** This Agreement shall be effective on October 1, 2009 or on the day that the last Member Jurisdiction adopts the ordinance, whichever date comes first, authorizing entering into this Agreement between the Member Jurisdictions.

Section 6. **Severability.** Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

Section 7. **Duplicate Originals.** This Agreement may be entered into by each Member Jurisdiction as an original document. The signature on such Agreement shall bind the Member Jurisdiction.

[THE REMAINDER OF THIS PAGE IS BLANK.]

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

BLAND COUNTY

Henry M. Blessing
Chair, Board of Supervisors
Printed Name: Henry Blessing
Date: 1-26-10

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: DAVID V. HUTCHINS
Date: September 14, 2009

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

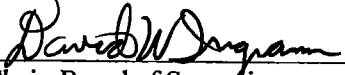
BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY



Chair, Board of Supervisors
Printed Name: David W. Ingram
Date: 9-24-09

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

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BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: *Richard Meloy*
Date: *9-17-09*

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

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BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: *Mike Maynard*
Date: *9-10-2009*

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

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BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

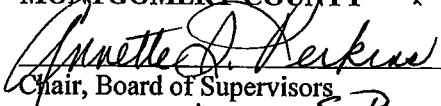
GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY



Chair, Board of Supervisors
Printed Name: ANNETTE S. PERKINS
Date: 10-6-09

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

BLAND COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

CARROLL COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

FLOYD COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

GILES COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

PULASKI COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

SMYTH COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

WYTHE COUNTY

Chair, Board of Supervisors

Printed Name: _____

Date: _____

CITY OF BRISTOL

Chair, City Council

Printed Name: _____

Date: _____

CITY OF GALAX

Chair, City Council

Printed Name: _____

Date: _____

CITY OF RADFORD

Chair, City Council

Printed Name: _____

Date: _____

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

C C Clark Jr

Chair, Board of Supervisors
Printed Name: *Charles C Clark Jr*
Date: *11/12/09*

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Kenneth D. Reynolds

Chair, Board of Supervisors
Printed Name: *Kenneth D. Reynolds*
Date: *November 6, 2009*

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Wythe B Sharitz

Chair, Board of Supervisors
Printed Name: *Wythe B Sharitz*
Date: *9-22-09*

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL



Chair, City Council
Printed Name: James F. Rector
Date: 09/17/09

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Willie T Greene

Chair, City Council
Printed Name: *Willie T Greene*
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: _____
Date: _____

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdiction.

BLAND COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CARROLL COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

FLOYD COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GILES COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

GRAYSON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

MONTGOMERY COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

PULASKI COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

SMYTH COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WASHINGTON COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

WYTHE COUNTY

Chair, Board of Supervisors
Printed Name: _____
Date: _____

CITY OF BRISTOL

Chair, City Council
Printed Name: _____
Date: _____

CITY OF GALAX

Chair, City Council
Printed Name: _____
Date: _____

CITY OF RADFORD

Chair, City Council
Printed Name: THOMAS R. STARNES
Date: 11-16-09