

**LOCAL WORKFORCE INVESTMENT AREA #14
GREATER PENINSULA WORKFORCE DEVELOPMENT CONSORTIUM**

BY-LAWS

Preamble

WHEREAS, the Jurisdictions of the City of Newport News, the City of Hampton, the City of Williamsburg, the City of Poquoson, the County of York, the County of James City, and the County of Gloucester have, pursuant to Section 15.2-1300, Code of Virginia, 1950, as amended, duly constituted themselves as the Greater Peninsula Workforce Development Consortium (the Consortium); and

WHEREAS, it is the intent of the Consortium to conduct such workforce investment activities as may be individually or jointly assigned in partnership with the Greater Peninsula Workforce Investment Board under Title I of the Workforce Investment Act of 1998, Public Law 105-220 (the Act); and

WHEREAS, the Consortium is authorized pursuant to the provisions of its “Intergovernmental Cooperative Agreement for Workforce Development Services” (the Agreement), executed effective January 1, 2000, as amended, to adopt by-laws and make rules and regulations for the conduct of its business;

NOW, THEREFORE, the Consortium does hereby adopt the following by-laws:

**ARTICLE I
CONSORTIUM NAME AND LOCATION**

- 1. The name of the organization shall be the Greater Peninsula Workforce Development Consortium, hereinafter referenced as the Consortium.
- 2. The official location of the Consortium’s Administrative Office, shall be 11834 Canon Blvd., Suite M, Newport News, Virginia, 23606.

**ARTICLE II
MEMBERSHIP**

- 1. As provided in Section 4. of the Agreement, “the membership of the Consortium shall consist of one elected official (primary member), and an alternate who is also an elected official, from the elected legislative bodies of each of the political subdivisions that are a party hereto.”
- 2. As provided in Section 6. of the Agreement, in the absence of a primary member his or her alternate may attend any meeting and exercise all powers vested in the absent member. In the event that the alternate member is elected as an officer of the Consortium, he or she will become the primary representative to the Consortium for their political subdivision.

3. The appointment of both primary and alternate members shall be subject to confirmation by their city council/county board. Notice of confirmed appointments shall be filed in writing with the Secretary of the Consortium.
4. Consortium members shall be appointed to serve a term of one year. Members may be reappointed for additional terms by their respective political subdivision.
5. Qualification for Consortium membership is predicated upon election to a member city council/county board. Should a member vacate their elected office, his or her seat on the Consortium shall be deemed vacant.
6. In the event of a vacancy, the affected city council/county board shall take such action, as necessary, to appointment a new member to complete the balance of the original member's unexpired term.
7. Elected Officials appointed by their respective city council or county board of supervisors to serve as a primary member of the Consortium will, by virtue of their appointment to the Consortium, also serve as a voting member of the Greater Peninsula Workforce investment Board. Further, it is expected that such members will be appointed to and serve as voting members of the Board's Executive Committee. This dual membership responsibility shall likewise apply to all Consortium alternate members when serving in the absence of their locality's primary member. (Amendment of October 6, 2005)

ARTICLE III GOVERNANCE

1. There shall be elected annually, on a rotation basis*, by a majority vote of the Consortium, a Vice Chairperson, who shall serve a one year term. At the end of that term, the Vice-Chair shall assume the position and duties of the Consortium Chair and a new Vice-Chair shall be elected.

If the Chair's position becomes vacant in mid-term, the Vice-Chair shall succeed as Chair and a new Vice-Chair shall be elected. In this eventuality, the Chair and Vice-Chair may serve out the unexpired terms of their predecessors plus an additional one year term. (Amended)

*(As voted on at the June 28, 2001, meeting of the Consortium, the seven jurisdictions represented on the Consortium shall rotate filling the positions of Chair and Vice Chair, with the Vice Chair succeeding as Chair each new program year.)

2. The Chairperson shall preside over meetings of the Consortium, appoint all committees created by the Consortium, be responsible for the management of the affairs of the Consortium, and serve as the Consortium's Chief Elected Official for purposes of the Act.
3. The Chairperson shall sign all documents and contracts as authorized by the Consortium. This authority may be delegated, at the discretion of the Chairperson, to the Consortium's Executive Director.

4. As provided in Section 6. of the Agreement, “Meetings of the Consortium shall be held at the call of the Chairperson; provided that the Consortium shall meet not less frequently than quarterly, and that notice of the call of a meeting shall be received by the representatives of the parties hereto, not less than five days prior to the date on which the meeting is to be held.”
5. All Consortium meetings will be conducted in accordance with the provisions of the Virginia Freedom of Information Act.
6. The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence or disability. As provided in Section 4. of the Agreement, “In the absence of both the Chairperson and Vice-Chairperson, the members present shall elect, by majority vote, a Temporary Chairperson.”
7. There shall be established within the Consortium a Policy Committee, comprised of the elected officials appointed from each of the seven local participating jurisdictions, who shall exercise the responsibilities given to LEOs under the Workforce Investment Act of 1998 (Public Law 105-220).

Further, there shall be established a Management Committee to be composed of the Chief Administrative Officer from each of the Consortium’s seven local participating jurisdictions, or their designee. This Committee will be responsible for supervision of the Consortium Executive Director and will provide board level management oversight for the operation of the WIA funded programs and services. (Amendment of October 6, 2005)

8. The Consortium’s Executive Director shall serve as the Secretary/Treasurer. In this capacity he or she shall be responsible for:
 - a. The taking, recording, duplicating, distribution and filing of all minutes, and for keeping on file all official public records and correspondence of the Consortium; and
 - b. The keeping or causing the financial records of the Consortium to be kept in proper order, in accordance with the terms of the Agreement, and such other guidelines as may be applicable to the administration of public and private grant funds and other program income by a government entity.
9. As provided in Section 7. of the Agreement, “...matters brought before the Consortium shall be resolved by a simple majority of the nine total votes of the Consortium. Under the weighted voting system to be used, the nine votes shall be assigned to the representative of each political subdivision as follows: City of Hampton 2; City of Newport News 2; City of Poquoson 1; City of Williamsburg 1; County of Gloucester 1; County of James City 1; and County of York 1; Total 9.”

**ARTICLE IV
POWERS OF THE CONSORTIUM**

1. The Consortium shall exercise those powers granted to the Local Elected Officials in a consortium of local units of government as authorized under the Act and those additional powers subsequently adopted under the terms of the Agreement, as amended, and these by-laws.
2. The Consortium may create committees, designate their duties and membership, and authorize the Chairperson to appoint same. All such committees shall consist of Consortium members and such other individuals as may be deemed appropriate to the work of the committee by the Consortium.
3. The Consortium may create such joint committees with the Greater Peninsula Workforce Investment Board (the Board) as are needed to effectively administer workforce investment activities authorized under the Act.
4. All committees authorized hereunder shall report and be accountable to the Consortium.
5. As provided in Section 5. of the Agreement, "The Consortium shall appoint an Executive Director who shall serve as its Chief Administrative Officer. The Executive Director shall be responsible for the administration, management, and staffing of all Act program operations, and for such other program activities as may be undertaken by the Consortium."
6. The Consortium shall make all regular appointments to the Board after advertisement and solicitation for nominations in accord with the Consortium approved plan of representation and the Act. All appointments to fill vacancies on the Board shall be made by the Consortium for the balance of the unexpired term.
7. Resumes solicited from persons interested in serving on the Board shall be kept for one year and destroyed thereafter. If a Board vacancy occurs within one year of solicitation for candidate resumes, the Consortium may select from the candidates without further solicitation, providing the candidates meet the requirements of the plan of representation and the Act.
8. All Consortium appointments to the Board shall require approval by a recorded vote of a majority of the Consortium members present.
9. The Consortium shall exercise such other powers and establish such policies under the Act as may be necessary and proper in order to carry out the foregoing powers.

**ARTICLE V
PROCEDURAL RULES**

1. Roberts Rules of Order, Newly Revised, shall govern the proceedings of the Consortium insofar as they do not conflict with applicable law, administrative rules or these by-laws.

2. A quorum shall consist of not less than four Consortium Members who collectively may cast not less than a total of five votes.
3. All agreements, local plans, and budgets for the administration of programs under the Act requiring Consortium approval, and any amendments thereto, shall be approved by majority vote of the members present at a meeting of the Consortium prior to execution by the Chairperson.
4. All Consortium members shall vote on all questions unless excused by the Consortium for a conflict of interest. The member shall obtain Consortium consent prior to any recorded vote in order to abstain.
5. A recorded vote shall be taken by roll call at the request of any member upon any question before the Consortium.

**ARTICLE VI
AMENDMENTS TO BY-LAWS**

1. Amendments may be proposed to the Consortium, in writing, by any member during a regularly convened business meeting. Such amendments shall be considered for adoption at the next regularly scheduled business meeting. Adoption shall require approval by the recorded vote of 2/3 of those present at a meeting of the Consortium.
2. Copies of all proposed amendments shall be furnished to each member at least ten (10) days prior to consideration.

**ARTICLE VII
RATIFICATION**

1. These amended Bylaws are in effect pursuant to an unanimous vote for approval at the October 6, 2005, Consortium meeting.

WITNESS THE FOLLOWING SIGNATURE:



 SECRETARY
 GREATER PENINSULA
 WORKFORCE DEVELOPMENT CONSORTIUM



 DATE