



**Northern Virginia Workforce Development Board
Area XI
Consortium Agreement**

For The Period of July 2016 - June 2018

**CONSORTIUM AGREEMENT
BETWEEN**

FAIRFAX COUNTY
CITY OF FAIRFAX
CITY OF FALLS CHURCH
LOUDOUN COUNTY
PRINCE WILLIAM COUNTY
CITY OF MANASSAS
CITY OF MANASSAS PARK

Continuing the

I. NORTHERN VIRGINIA WORKFORCE DEVELOPMENT AREA #11

WHEREAS, the Commonwealth of Virginia has determined that workforce development is critical to the long-term economic health of the state, and

WHEREAS, the driving force for the envisioned workforce development system should be local, employer driven partnerships focused upon continuous improvement of customer services, and

WHEREAS, cost effective grant management, oversight and strategic planning for the local partnerships, is best provided through intergovernmental collaboration, and

WHEREAS, the Commonwealth of Virginia Board of Workforce Development (“State Board”) established pursuant to the Workforce Innovation and Opportunity Act of 2014 (“WIOA”) is required to designate Workforce Development Areas (“Areas”) as expeditiously as possible, and

WHEREAS, each Area shall have a local Workforce Development Board (“Local Board”) appointed by Chief Local Elected Officials in accordance with the WIOA and State criteria, and

WHEREAS, each Area containing two or more general purpose local governments (cities and counties) is required to execute a Consortium Agreement (“Agreement”) between the Chief Local Elected Officials of those governments,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. AREA DESIGNATION

The Counties of Fairfax, Loudoun, and Prince William, and the Cities of Fairfax, Falls Church, Manassas and Manassas Park, hereinafter referred to as the parties, jointly apply for designation as a Workforce Development Area.

2. AREA NAME

The Area shall be entitled the Northern Virginia Workforce Development Area.

3. THE CHIEF LOCAL ELECTED OFFICIAL

The parties shall select a single Chief Local Elected Official (“CLEO”) as follows: Each of the parties will select a chief elected official from the general purpose local governmental body. These Chief Local Elected Officials will form the Consortium. They will select a Chair of the Consortium, who will serve as the single Chief Local Elected Official for the Area. The Consortium shall appoint Local Board members in accordance with the Consortium Agreement and the Consortium Chair will have a seat on the Local Board.

The Consortium will meet at least two times a year for the purpose of strategic planning and approving the Area's plan. At least one of these meetings shall be in conjunction with the Local Board.

4. STRATEGIC ROLE OF LOCAL ELECTED OFFICIALS

The parties agree that local elected officials play a critical role in the success of the workforce development system. Working through the Consortium and the Consortium Chair, the parties will take advantage of the following opportunities offered by WIOA:

- The Northern Virginia Workforce Area’s workforce development strategies, programs and services will reflect the region’s economic development goals and employment-related needs.
- We will be able to refer our constituents – both job seekers and employers – to high quality programs and services available through *SkillSource* One-Stop Employment Centers and affiliate sites.
- The Northern Virginia Workforce Development Board will reflect the highest level of business and community leaders and will be a powerful organization that plans and directs our strategies for workforce programs and services.
- We will have a coordinated regional approach that integrates the development of career pathways and sector strategies that address the high-demand industries and occupations in Northern Virginia.
- We will use the power of our offices to leverage Federal, State and municipal resources to achieve greater impact. Our *SkillSource* One-Stop Employment Centers will include strong participation among partner programs.
- We are fully accountable for the fiscal integrity of programs funded by the Workforce Innovation and Opportunity Act and select a responsible fiscal agent to administer the funds.

- We commit to negotiating strong performance goals with the State and supporting continuous improvement and data-driven program management.

The parties are committed to following and implementing the Virginia State Local Plan and any new regulations as released by the U.S. Department of Labor Employment and Training Administration in regards to the Workforce Innovation and Opportunity Act.

5. LOCAL ELECTED OFFICIAL (CLEO) AND WORKFORCE DEVELOPMENT BOARD (WDB) FUNCTIONS

The parties, acting through the CLEO chosen in accordance with the preceding section of this Agreement, shall perform the following functions:

- Engage in a regional workforce development planning (WIOA Sec. 106(c)(1) and 108(d));
- Appoint members of the WDB board (107(c)(1)(B));
- Provide oversight of the One-Stop Delivery system, including agreeing with the Board on establishing the One-Stop MOU with partners and the method of funding one-stop infrastructure costs and selection of the One-Stop Operator (108(h)(1)(A)(i));
- Provide oversight of local youth, adult, and dislocated worker programs, and ensure the appropriate use, management and investment of funds to maximize performance outcomes;
- Work with the State and local board on provision of rapid response services in the local area. (134)(a)(2);
- Be the grant recipient (12)(B)(i)(I) or designate an entity (i)(II) and assume liability for any misuse of grant fund;
- Review and approval of the budget for the local workforce development system;
- To the extent feasible, align all investments in workforce development in the Area, whether WIOA resources or other resources, under the policy umbrella of the Local Workforce Development Board;
- When applicable, ensure that policies of the Local Board for workforce development, become integrated into county and city overall policies for economic development, education, and workforce development;
- Other functions as assigned by agreement between the CLEO and the Local Board, by this Agreement, by the WIOA, by the State or by the parties.

In partnership with the Local Elected Officials, the WDB shall perform the following functions to fulfill the requirements of the Federal Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), including:

- Develop a three (3) year strategic plan that connects all investments in workforce development and participate in regional planning;
- Conduct strategic oversight to the workforce delivery system;
- Conduct workforce research and regional labor market analysis;

- d. Lead efforts to engage with employers and other stakeholders in the region to support employer utilization of and benefit from the local workforce development system;
- e. With secondary and post-secondary education partners, lead efforts to develop and implement career pathways;
- f. Identify and promote proven and promising strategies and initiatives;
- g. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and jobseekers, including facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system;
- h. Ensure the appropriate use management, and investment of funds to maximize WIOA performance outcomes;
- i. Coordinate activities with education and training providers in the local area;
- j. Oversee the One Stop Delivery System;
- k. 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;
- l. Certify one-stop center operators and affiliate sites;
- m. Promote quality in customer service; and
- n. Provide continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes, including the Workforce Innovation and Opportunity Act primary indicators of performance.

5. LOCAL BOARD APPOINTMENTS

The Parties agree to appoint Local Board members in accordance with the Workforce Innovation and Opportunity Act, implementing federal regulations, criteria established by the State and this Consortium Agreement. The Local Board shall consist of no fewer than 59 members. Appointments shall be made by each of the Chief Local Elected Officials as follows: Appointments shall be principally based on the respective populations of member's governments, with the business and non-business representation being divided up for appointment by each of the Chief Local Elected Official. Population estimates will be updated annually and will be based on data from the Institute of Government, University of Virginia. Some of the appointments shall be regional, and those shall be appointed by consensus of all the Chief Local Elected Officials making up the Consortium. If consensus is not reached, such regional appointments shall be made on a proportionate basis using relative population figures as indicated above.

The following constitute the criteria for appointments to the Local Board:

- All jurisdictions will have at least one representative on the WDB regardless of the locality's population size. When a unit of government has only one seat on the Board, said board member shall be a representative from the business sector,
- The largest jurisdictions will cede some of their seats to accommodate the need for regional representation and to allow the smaller cities to have at least one representative on the Board,

- A total of seven (7) members from the following sectors will be determined to be ‘regional representatives’ on the WDB: Federal Labor organizations (2); Northern Virginia Community College (1); Virginia Department for Aging and Rehabilitative Services (1); Virginia Department for the Visually Handicapped (1); Virginia Employment Commission (1); and Job Corps (1), and
- The remainder of the seats will be assigned to the localities based on the closest figure proportionate to the size of the populations of member governments.

6. LOCAL BOARD TERMS

Board members shall be appointed for a 4-year term. Term limits will not apply for the Chief CLEO and the mandatory non-business seats. Any vacancy in the membership of the Board shall be filled in the same manner as the original appointment, and vacancies resulting from resignations or removal of mandatory members, as defined under the WIOA, shall be filled within 120 days pursuant to the requirements of the Commonwealth of Virginia, Virginia Community College System Policy #99-2 (Establishment of Local Workforce Investment Boards). The parties agree to follow all policies of the Virginia Community College System, the State Workforce Agency, and the Virginia Board of Workforce Development.

7. THE GRANT RECIPIENT AND SUBRECIPIENT

The parties designate Fairfax County as the grant recipient for the WIOA. The parties also designate The *SkillSource* Group, Inc., a non profit corporation, as the grant subrecipient and fiscal agent. Fairfax County will authorize the transfer of such funds as they become available and are approved by the Local Board, to the *SkillSource* Group, Inc., for the limited purpose of fulfilling the requirements of the Local Board under WIOA.

- The *SkillSource* Group, Inc., shall follow the federal cost principles contained in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) 2 CFR and Part 2900. On an annual basis, the *SkillSource* Group, Inc., shall submit audited year-end financial statements to include Single Audit requirements under the Uniform Guidance. The audited financial statements shall be submitted within the 30 days after receipt of the auditor’s report or six months after the end of the fiscal year, whichever occurs first. The *SkillSource* Group, Inc., shall provide these audited financial statements to any other party upon request.
- The *SkillSource* Group, Inc. shall make available financial and programmatic records as requested by the County of Fairfax or its independent auditors.

8. LIABILITY INSURANCE

- (a) The Local Board, or its authorized representatives, may provide from eligible funds liability insurance policies for its (i)

representatives, (ii) the Policy Council, (iii) the Youth Committee, (iv) officers, (v) employees, (vi) volunteers, and (vii) members (“the covered persons”) and may provide legal defense of claims thereunder in accordance with the terms of the policies of insurance. 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 persons. The Local 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.

- (b) Nothing contained in this Resolution shall be construed to abrogate or waive any defense of governmental or sovereign immunity on behalf of the Local Board or its representatives, the Policy Council, the Youth Committee, officers, employees, volunteers, and members.

9. TERM

This Agreement shall take effect when the Area is designated by the Governor and shall remain in effect until terminated in accordance with this paragraph or until the WIOA is otherwise dissolved. Any party may terminate this Agreement by giving advance written notice to each of the other parties on or before January 1 of the year in which termination is to occur. Termination shall be effective June 30, 2018. Termination of this Agreement shall not affect the liabilities incurred prior to the termination date.

10. AMENDMENT

This Agreement may be amended at any time by the written, signed consent of all the parties.

11. MEETINGS

The Chief Local Elected Officials (CLEOs) of the parties shall meet at least twice annually and at such other times as are deemed necessary by the CLEO designated under Section 3 of this Agreement. A majority of the CLEOs may also call a meeting. CLEOs shall be notified in writing at least two weeks in advance of meetings. The notice shall include the time and place for the meeting and the proposed agenda. Advanced notice may be waived by unanimous consent of the parties.

12. DECISIONS

Decisions shall be approved by a majority of the CLEOs, except as otherwise established in this Agreement, by the state or from time to time by resolution of the CLEOs.

13. DUTIES

The CLEOs may each designate a single representative at a senior staff level to carry out any duties assigned to them by this Agreement. A Policy Council, made up of senior staff designees, shall be established to carry out operational and administrative functions. Notification to the designee shall be considered notice to the CLEO the designee represents.

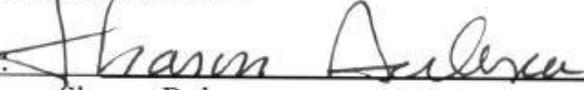
14. SEVERABILITY

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

15. AUTHORITY

The undersigned officials are authorized to execute this Agreement on behalf of the parties.

FAIRFAX COUNTY

By: 
Name: Sharon Bulova
Title: Chairman, Fairfax County Board of Supervisors
Date: June 20, 2016 (SJ)

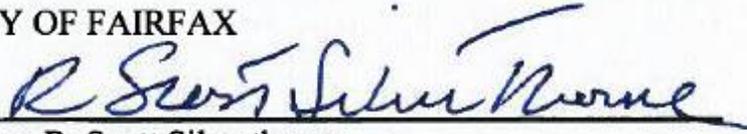
PRINCE WILLIAM COUNTY

By: 
Name: Corey A. Stewart
Title: Chairman, Prince William Board of County Supervisors
Date: 6/20/2016

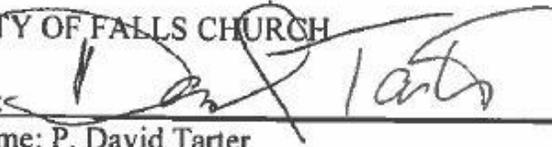
LOUDOUN COUNTY

By: 
Name: Phyllis J. Randall
Title: Chairman, Loudoun County Board of Supervisors
Date: July 20, 2016

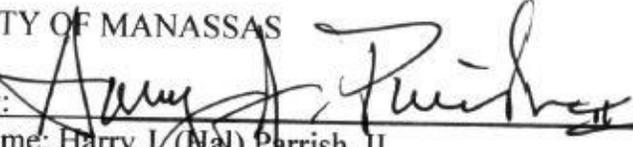
CITY OF FAIRFAX

By: 
Name: R. Scott Silverthorne
Title: Mayor, City of Fairfax
Date: 6/23/16

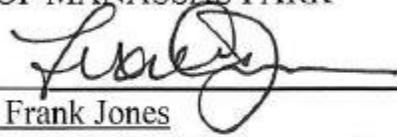
CITY OF FALLS CHURCH

By: 
Name: P. David Tarter
Title: Mayor, City of Falls Church
Date: 6-29-16

CITY OF MANASSAS

By: 
Name: Harry J. (Hal) Parrish, II
Title: Mayor, City of Manassas
Date: 07-13-2016

CITY OF MANASSAS PARK

By: 
Name: Frank Jones
Title: Mayor, City of Manassas Park
Date: June 27, 2016 (SJ)