



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

For The Period of July 2010 - June 2012

**CONSORTIUM AGREEMENT
BETWEEN**

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

Establishing the

I. WORKFORCE INVESTMENT ACT

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 Workforce Board (“State Board”) established pursuant to the Workforce Investment Act of 1998 (“WIA”) is required to designate Workforce Investment Areas (“Areas”) as expeditiously as possible, and

WHEREAS, each Area shall have a local Workforce Investment Board (“Local Board”) appointed by Chief Local Elected Officials in accordance with the WIA 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 Investment Area.

2. AREA NAME

The Area shall be entitled the Northern Virginia Workforce Investment 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. LOCAL ELECTED OFFICIAL (CLEO) AND WORKFORCE INVESTMENT BOARD (WIB) FUNCTIONS

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

- a. Oversight over the local workforce investment system;
- b. Oversight over the youth programs and other funding sources which may from time to time fall under the purview of the Local Board;
- c. Consultation on appointments to the Local Board’s Youth Council;
- d. Plan and plan modification review and approval for WIA programs, and other programs for which the Local Board is given responsibility;
- e. Review and approval of the budget for the local workforce investment system;
- f. To the extent feasible, align all investments in workforce development in the Area, whether WIA resources or other resources, under the policy umbrella of the Local Board;
- g. 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 investment;
- h. Other functions as assigned by agreement between the CLEO and the Local Board, by this Agreement, by the WIA, by the State or by the parties.

In partnership with the Local Elected Officials, the WIB shall perform the following functions to fulfill the requirements of the federal Workforce Investment Act of 1998 (P.L. 105-220) including:

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

5. LOCAL BOARD APPOINTMENTS

The Parties agree to appoint Local Board members in accordance with the Workforce Investment Act, implementing federal regulations, criteria established by the State and this Consortium Agreement. The Local Board shall consist of no fewer than 48 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 WIB 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 WIB: Federal Labor organizations (2); Northern Virginia Community College (1); Virginia Department of 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 WIA, shall be filled within 120 days pursuant to the requirements of VEC Policy #99-2 (Establishment of Local Workforce Investment Boards).

7. THE GRANT RECIPIENT AND SUBRECIPIENT

The parties designate Fairfax County as the grant recipient for the WIA. 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 WIA.

- The SkillSource Group, Inc., shall follow the federal cost principles contained in OMB Circular A-122 (“Cost Principles for Non-Profit Organizations”). On an annual basis, the SkillSource Group, Inc., shall submit audited year-end financial statements to include Single Audit requirements under OMB Circular A-133. 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 Council, (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 Council, 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 WIA 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, 2012. Termination of this Agreement shall not effect 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.

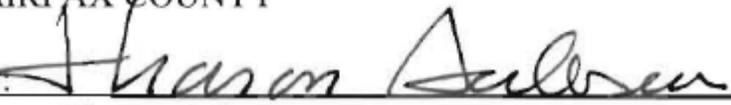
14. SEVERABILITY

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.

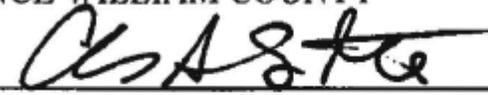
15. AUTHORITY

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: 6/29/10

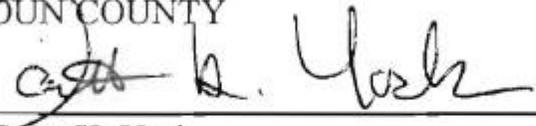
PRINCE WILLIAM COUNTY

By: 
Name: Corey A. Stewart
Title: Chairman, Prince William Board of County Supervisors
Date: 10/5/10

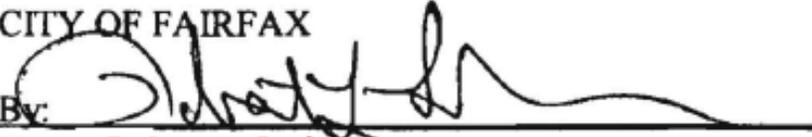
APPROVED AS TO FORM
COUNTY ATTORNEY

DATE: 8/10/10

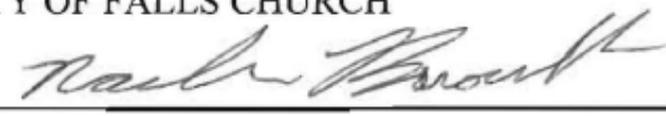
LOUDOUN COUNTY

By: 
Name: Scott K. York
Title: Chairman, Loudoun County Board of Supervisors
Date: 6-10-10

CITY OF FAIRFAX

By: 
Name: Robert F. Lederer
Title: Mayor, City of Fairfax
Date: 8/18/10

CITY OF FALLS CHURCH

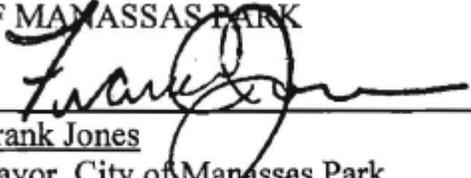
By: 
Name: Nader Baroukh
Title: Mayor, City of Falls Church
Date: 7/19/10

CITY OF MANASSAS

By: 
Name: Harry J. (Hal) Parrish II
Title: Mayor, City of Manassas
Date: 7/26/10

APPROVED AS TO FORM CITY ATTORNEY <u>Robert W. Bendall</u>
DATE: <u>7/13/2010</u>

CITY OF MANASSAS PARK

By: 
Name: Frank Jones
Title: Mayor, City of Manassas Park
Date: 7/19/10