

WIOA Chief Local Elected Officials Agreement

Between the,

Bay Consortium Chief Elected Officials Consortium

And the,

Bay Consortium Workforce Development Board, Inc.

THIS AGREEMENT, entered into this 9th day of January, 2019 by and between the Chief Local Elected Officials (hereinafter referred to as CLEOs), who are the authorized representatives of the units of general local government within the Bay Consortium Workforce Development Area, (hereinafter referred to as LWDA13) and the Bay Consortium Workforce Development Board, (hereinafter referred to as BCWDB).

WITNESSETH, that in consideration of the mutual covenants, promises and agreements herein contained the parties agree as follow:

WHEREAS, pursuant to the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as "WIOA," the Consortium has designated Richmond County to serve as the grant recipient, and the Bay Consortium Workforce Development Board, Inc. to serve as Fiscal Agent for the Bay Consortium Workforce Development Area.

This Agreement acknowledges:

- that the United States Congress has established the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, and charged the Commonwealth of Virginia with the designation of local LWDA 13;
- LWDA 13 has been designated as the local area for the units of general local government for the George Washington Sub-Area 16 (counties of Spotsylvania, Stafford, King George, Caroline, and the city of Fredericksburg), Northern Neck Sub-Area 17 (counties of Richmond, Lancaster, Westmoreland, and Northumberland), Middle Peninsula Sub-Area 18 (counties of Essex, King and Queen, King William, Mathews, and Middlesex), and Eastern Shore Sub-Area 22 (counties of Accomack and Northampton);
- the WIOA establishes the BCWDB and the CLEOs as local partners in the implementation of WIOA; and,
- the BCWDB and the CLEOs define the scope of their partnership by means of this agreement.

It is mutually agreed by the CLEOs, who are the authorized representatives of the units of local government within LWDA 13, and the BCWDB that the following apply:

1) Selection of the Grant Recipient/Fiscal Agent

- The CLEOs appointed "Richmond County" the WIOA Grant Recipient pursuant to Section 107(d)(12)(B)(i)(I) and Section 107(d)(12)(B)(i)(II) of the Workforce Innovation and Opportunity Act.
- The BCWDB shall be the designated WIOA Fiscal Agent.

- The CLEOs designates the BCWDB to serve as the Local Fiscal Agent for related and necessary activities under WIOA which are limited to accounting and funds management functions.
- BCWDB may contract out some or all of the duties of the Fiscal Agent, but in either case shall remain responsible to the CLEOs for those functions.
- The CLEOs authorize the BCWDB to employ staff, including the position of Executive Director, to provide support for planning, guidance, monitoring, support, oversight, and regulation, to ensure a high-quality workforce development system.
- CLEOs, the BCWDB agree that: policies related to WIOA; resolutions for expenditures of WIOA funds; and actions impacting WIOA performance or fiscal integrity, will be vetted by the Executive Director and staff responsible for the fiscal agent function. This vetting process provides the needed organizational firewalls to prevent conflict of interest between LWDB functions, LWDB staff functions, Fiscal Agent functions and other operations of BCWDB.
- All parties recognize that a meaningful partnership between the CLEOs and BCWDB must exist in order to create and maintain the highest possible quality of internal controls and workforce services in the three counties.
- In accordance with Section 116 of WIOA, CLEOs are liable and responsible for WIOA and other directly administered funds expended under the Act.
- In the event that any expenditure of funds under WIOA is disallowed by the State of Virginia or the United States Department of Labor, the following process will be used:
 - A. The Fiscal Agent shall attempt to recover the disallowed expenditure from the sub-grantee/contractor causing the disallowance.
 - B. The Grant Recipient shall make payment to Virginia Community College System (VCCS) in the amount of the disallowance, upon notification by VCCS. If the disallowed expenditure of funds cannot be recovered under B, then repayment of the disallowed funds shall be shared equally by the Counties/City.

2) CLEOs and Bay Consortium Workforce Development Board Joint Responsibilities

- The BCWDB/CLEOs shall develop a budget for the purpose of carrying out the duties of the BCWDB. The CLEOs must also approve the budget.
- The BCWDB, in partnership with CLEOs, shall develop the vision, goals, objectives, and policies for the local workforce development LWDA 13. The vision should be aligned with both the economic development missions for the local LWDA 13 and Virginia Board of Workforce Development's goal.
- The BCWDB, in partnership with the CLEOs, shall develop and submit to the Governor, a local strategic plan that meets the requirements in Section 108 of the Workforce Innovation and Opportunity Act.
- The BCWDB, in partnership with the CLEOs, shall select the one-stop operator and eligible providers of adult, dislocated worker and youth program service activities, by awarding contracts on a competitive basis.
- The BCWDB, with the agreement of the CLEOs, shall designate or certify one-stop operator(s) and may terminate for cause the eligibility of one-stop operators.
- The BCWDB, in partnership with the CLEOs, shall conduct oversight with respect to local programs of youth, adult, and dislocated worker activities authorized under the WIOA.
- The BCWDB, in partnership with the CLEOs, will negotiate and reach agreement with the Virginia Board of Workforce Development on behalf of the Governor on local performance accountability measures.

3) **Bay Consortium Workforce Development Board Responsibilities**

- The BCWDB shall identify eligible providers of training services for adults, dislocated workers and youth.
- The BCWDB shall coordinate the workforce activities authorized under WIOA with local economic development strategies, and develop employer linkages with those activities.
- The BCWDB shall promote the participation of local private sector employers through the statewide workforce development system.
- The BCWDB is responsible for any other activity as required by the Workforce Innovation and Opportunity Act, Section 107(d) or by the Governor.

4) **Other Permissible Bay Consortium Workforce Development Board Activities**

- The BCWDB may solicit and accept grants and donations from sources other than Federal funds made available under WIOA.
- The BCWDB will employ staff and/or utilize other options for carrying out these responsibilities.

5) **Bay Consortium Workforce Development Board Restrictions**

- The BCWDB may not provide training services unless granted a waiver by the Governor due to an insufficient number of eligible providers of training services to meet the local LWDA 13 demand. The waiver shall apply for not more than 1 year and may be renewed for not more than 1 additional year.
- The BCWDB may not mandate curricula for schools.
- The BCWDB may not be designated or certified as a one-stop operator unless an agreement is reached with the CLEOs and the Governor.

6) **Other Bay Consortium Workforce Development Board Requirements**

- All members of the BCWDB are subject to the provisions of the State and Local Government Conflict of Interest Act.
- The BCWDB meetings shall be subject to the Virginia Open Meetings Law.

7) **Modification of Agreement**

This Agreement may be amended, supplemented or superseded only by an affirmative vote of a majority of the members of the Workforce Board and the CLEOs. Parties to this Agreement shall be given at least 90 days written notice of such proposed change.

8) **Terms and Duration of Agreement**

This agreement shall be in effect until modified or terminated upon 90 days written notice by either party; or through termination of the Workforce Innovation and Opportunity Act.

IN WITNESS WHEREOF, the above parties have caused this Agreement to be duly executed intending to be bound thereby.

Bay Consortium Chief Local Elected Officials Consortium

R. Morgan Quicke

Chairman, (Richmond County Representative/Grant Recipient)


Signature 

Date January 9, 2019

Bay Consortium Workforce Development Board

Dr. Dennis D. Parsons

Chairman, Bay Consortium Workforce Development Board

Signature 

Date 2/12/19

Fiscal Agent

Jackie Davis

Executive Director, Bay Consortium Workforce Development Board, Inc.

Signature 

Date January 9, 2019