

# Issue Analysis Form (rev. July 2013)



**Date:** February 12, 2019  
**Item:** Crater WIB Consortium Agreement  
**Lead Department(s):** County Administration  
**Contact Person(s):** Jeffrey Stoke, Deputy County Administrator

## Description and Current Status

On November 14, 2018, Ryan Follett, Executive Director, Crater Workforce Development Board, provided a draft Crater Regional Workforce Development Board Consortium Agreement to the Chief Elected Officials for review and consideration. County staff has reviewed the documents and have several comments and suggestions. Some of the main topics: 1) utilize the Shenandoah Valley Chief Elected Officials Consortium Agreement as a template to avoid powers granted under Virginia Code 15.2-1300; 2) do not allow the Workforce Board the legal authority to borrow funds under Article III, Section 2, (F); 3) remove Article IV, Section 3, (D) which requires a unanimous vote to remove Executive Director.

## Government Path

Does this require IDA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require BZA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Planning Commission action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Board of Supervisors action?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does this require a public hearing?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

### If so, before what date?

As drafted, the proposed agreement would require each locality to pass an ordinance per Virginia Code 15.2-1300(B). Staff is recommending deferral of Crater document at this time with suggested language and policy changes which will be sent back to the Crater Regional Workforce Development Board for consideration.

## Fiscal Impact Statement

The City of Petersburg is currently the fiscal agent for the Crater Workforce Development Board. As drafted, the Chief Elected Officials Consortium would be granted the power to borrow funds.

## County Impact

The Crater Regional Workforce Development Board is the community entity tasked with creating a workforce development plan and coordinating a "One-Stop" system for residents and local businesses which will fulfill employment needs. The federal Workforce Innovation and Opportunity Act (WIOA) funding requires this entity.

## Notes

As drafted, the proposed agreement would take a unanimous vote to discharge the Executive Director, designate a new fiscal agent or undertake various financial matters.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LOCAL WORKFORCE DEVELOPMENT AREA #15 (CRATER REGION)  
ELECTED OFFICIALS CONSORTIUM  
AND  
CRATER REGIONAL WORKFORCE DEVELOPMENT BOARD**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the CRATER REGION ELECTED OFFICIALS CONSORTIUM, (hereinafter referred to as the "Consortium") and the CRATER REGIONAL WORKFORCE DEVELOPMENT BOARD (hereinafter referred to as "CRWDB") of the Local Workforce Development Area 15 (encompassing the following jurisdictions: Colonial Heights, Dinwiddie, Hopewell, Emporia, Greensville, Petersburg, Prince George, Sussex, Surry).

WITNESSETH

WHEREAS, for the purposes of this MOU, the Consortium is the legal representative of the Chief Elected Official for each member jurisdiction designated under the Workforce Innovation and Opportunity Act (WIOA) in Public Law 113-128 (hereinafter referred to as "the Act"); and

WHEREAS, one member jurisdiction, City of Petersburg, has been designated as the local grant recipient with each member jurisdiction maintaining responsibility for their portion of the WIOA funding; and

WHEREAS, the Crater Regional Workforce Development Board has been designated as the fiscal agent in accordance with the requirements of the Act; and

WHEREAS, the Consortium is the appointing authority for the Local Workforce Development Board under Section 107(b)(1) of said Act; and

WHEREAS, it is the responsibility of the Workforce Board to develop the local workforce development plan and to coordinate and conduct oversight of the "One-Stop" System, and the Act's Title I activities in this Local Workforce Development Area in partnership with the Consortium; and

WHEREAS, the use of the terms "in partnership with" and "in cooperation with" the Consortium and CRWDB as referenced in the Agreement are synonymous for the purposes of this document;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the Consortium and the CRWDB do agree as follows:

I. Consortium Authority:

- Needs to be defined*
- A. Consort as a Local Workforce Development Area;
  - B. Act as Grant Recipient – The City of Petersburg, VA has been designated by the  
— CEO Consortium as the Local Workforce Area Grant Recipient;
  - C. Designate a Fiscal Agent – The Crater Regional Workforce Development Board has been designated by the CEO Consortium as the Local Workforce Area Fiscal Agent;
  - D. Accept Fiscal Liability. In accordance with 20 CFR 683.710 (a), (b)(1)(2)(3)(4), the Chief Local Officials are liable and responsible for WOIA and other directly administered funds expended under the Act.

Funds are distributed and expended annually on the basis of need throughout the Crater Workforce Region's nine (9) cities and counties. This distribution is based upon the need of the area within the Region until the CEOs determine an alternative allocation formula for within the Crater Region.

In the event that any expenditures of funds under the Act distributed to the Workforce Area are disallowed by the Commonwealth of Virginia:

1. The administering agency shall make every attempt to recover the disallowed expenditure of funds from the subgrantee or vendor.
  2. If the disallowed expenditure of funds cannot be recovered from the subgrantee or vendor but are eligible for recoupment in one or more future program years, at the absolute discretion of the Chief Elected Officials, such disallowed expenditure of funds shall be recouped in one or more future program years.
  3. If such funds cannot be recouped as indicated in D1 or from D2 above, then liability for repayment of those disallowed funds shall be distributed in accordance with an allocation as determined by the CEOs. The allocation will be based upon the proportionate share of the labor market of each city/county unless the disallowed expenditure can be traced to a particular individual, employer, subgrantee, or vendor within one or more cities/counties, in which case the costs will be borne by that or those identified city(s) and county(s).
- E. Provide public notice of the intent to solicit nominations for LWDB membership, including the process to be used for nomination and selection – this responsibility is administered by a CRWDB staff member as directed by the CEOs;
  - F. Appoint Local Workforce Development Board <sup>(LWDB)</sup> Members;
  - G. Submit annually to the Virginia Board of Workforce Development updated LWDB membership information including contact information, the annual budget for the Local Board and One-Stop Operations, and other expenditures – this responsibility is administered by a CRWDB staff member as directed by the CEOs;

- H. Maintain Local Workforce Board Membership Certification every 2 years – this responsibility is administered by a CRWDB staff member as directed by the CEOs;
- I. Liaison with other Consortia;
- J. Approve the budget;
- K. Accept Annual Audit;
- L. Hire CRWDB Executive Director
- M. Approve CRWDB By-laws;
- N. Determine composition of annual Statement of Economic Interest form for CRWDB membership – this responsibility is administered by a CRWDB staff member as directed by the CEOs.

## II. CRWDB Authority:

- A. Organize the regional workforce system to most effectively serve the needs of current and emerging private sector employers and job seekers;
- B. Coordinate the provision of comprehensive services to regional private sector employers;
- C. Coordinate the deployment of available resources to achieve negotiated local performance accountability measures and build capacity for continuous improvement;
- D. Expand the resource base and service capability through the development of strategic partnerships, in an integrated service delivery system, and generation of additional public and private funding;
- E. Select service providers (subgrantees) for WIOA programs;
- F. Determine eligibility and selection of Training providers for the WIOA Title I programs (Adult and Youth) administered by the CRWDB;
- G. Develop policy;
- H. Develop LWDB By-laws;
- I. Develop budget for the purpose of carrying out the duties of the CRWDB;
- J. Secure Partner Memoranda of Understanding;
- K. Appoint members of the CRWDB Committees;
- L. Assist the Governor in developing a statewide statistics system;
- M. Coordinate the workforce activities authorized under WIOA with local economic development strategies; and develop employer linkages with those activities;
- N. Promote the participation of local private sector employers through the statewide workforce development system;
- O. Responsible for any other activity as required by WIOA, Section 107(D) or by the Governor;
- P. Serve as the designated local regional convener in addressing workforce development issues, including but not limited to WIOA activities;
- Q. Meet at least quarterly and review presented financial reports that reflect actual expenditures and their relationship to the approved budget as well as workforce program outcomes and their relationship to negotiated performance levels.

III. In Partnership with\* the Consortium, the CRWDB will:

- A. Develop a vision and goals for the local workforce development system that are aligned with both the economic development missions for the local area and the Virginia Board of Workforce Development's (VBWD) goals;
- B. Develop a local strategic plan that meets the requirements of Section 108 of the WIOA to include a workforce demand plan and a plan for business engagement – this plan will be updated annually and revised every five (5) years;
- C. Selection of the One-Stop Operator(s) through a competitive process and may terminate for cause the eligibility of One-Stop Operator(s);
- D. Approval of the local One-Stop Operations budget;
- E. Perform any other activities as required by the Workforce Innovation and Opportunity Act, Section 107(d), by state statute or by the Governor;
- F. Develop a Consortium Agreement to deliver the responsibilities as specified in the VBWD Policy that includes which locality/organization will serve as the fiscal agent and administrative grant recipient;
- G. Develop an agreement between the Consortium and the CRWDB that specifies their respective roles and how each will carry out their partnership responsibilities for governance and oversight;
- H. Perform audits;
- I. Conduct oversight of local programs of Youth, Adult, and Dislocated Worker activities authorized under Title I of WIOA;
- J. Negotiate and reach agreement with the VBWD on behalf of the Governor on local performance accountability measures;
- K. Connect with the VBWD;
- L. Conduct oversight of the One-Stop System;
- M. Selection of eligible providers of Youth, Adult, and Dislocated Worker activities by awarding contracts on a competitive basis;
- N. Solicit and accept grants and donations from other sources;
- O. Require each CRWDB Member to submit an annual Statement of Economic Interest form and as a condition of assuming membership.

\*" In partnership with" is defined as keeping the Consortium informed and seeking guidance/input as needed.

IV. Details of CRWDB Operations:

- A. CRWDB Staff: The Consortium will hire an Executive Director who will in turn hire staff necessary to carry out the operation of the administrative office of the CRWDB.
- B. The CRWDB staff will be employees of a selected employer-of-record, as determined by CRWDB's Employer of Record Policy.

- C. CRWDB Administrative Costs: Administrative costs will consist of staff salaries and benefits, and the cost of operating and maintaining the administrative office.
  - D. Adherence to Required Public Reviews and Comments: All meetings of the CRWDB; Board Committees, and the CEO Consortium will be advertised in advance; open to the public, and allow for comment time on the agenda. Notices of the Strategic Plan, solicitation of requests for proposals for program-operators and vendors will be made available to the public for review/comment in accordance with the Act.
  - E. The CRWDB and Consortium shall concur, by quorum vote, to approve the Strategic Plan prior to its submission to the Governor.
  - F. The CRWDB agrees to provide monthly reports to the Consortium indicating progress toward completion of the goals and objectives of the local plan and other LWDA initiatives. All reports shall be due within fifteen (15) business days of the end of report-month.
  - G. The CRWDB agrees to carry out its responsibilities to ensure the appropriate utilization of funds under the Act.
- V. Crater Regional Workforce Development Board Detail:
- A. By-Laws: The CRWDB and the Consortium may establish By-Laws and/or operating procedures for their respective organizations, which are consistent with the provisions of this or any other bilateral agreement between the affected parties. The Consortium shall approve the CRWDB By-Laws.
  - B. CRWDB Membership Criteria: The Consortium shall appoint members of the CRWDB in accordance with the Act 107(b). The CRWDB shall consist of representation from each jurisdiction listed below:
 

Colonial Heights	Dinwiddie
Emporia	Greensville
Hopewell	Petersburg
Prince George	Surry
Sussex	
  - C. Board Composition:
    - Business Representatives - At least the majority (51%) of CRWDB membership must be representatives of business in the local area. The business representatives shall include owners of businesses, chief executives or operating officers of business or other business executives, including small businesses, business organizations, or human resources executives with optimum policy-making or hiring authority that provide employment opportunities in in-demand sectors or occupations as defined in WIOA. Efforts will be made to include broad representation of businesses though out the localities, consisting of both large and small employers.
    - Local Educational Entity - At least one (1) manager who directly administers WIOA Title II Adult Education and Family Literacy (AEFLA) activities locally.

- Labor Organizations - At least twenty percent (20%) of CRWDB members must be representatives of labor organizations nominated by local labor federations, including joint-labor management registered apprenticeship programs, or where they do not exist in the local area, employee representatives. At least two (2) members or more must represent labor organizations; and one (1) member or more must represent a joint-labor management registered apprenticeship program; or where they do not exist, employee representative in accordance with WIOA.
  - Community-Based Organization - At least one (1) member must represent a community-based organization with expertise in addressing the employment needs of populations with barriers to employment, including, but not limited to, those that represent or provide service to individuals with disabilities, veterans, WIOA eligible youth (including out-of-school youth), farm workers, homeless persons and immigrants.
  - Economic Development Agency - At least one (1) member must represent an economic development agency, including private sector economic development entities and/or Small Business Development Centers.
  - Wagner-Peyser - At least one (1) member must represent the State of Virginia Employment Service Office under Wagner-Peyser serving the local area.
  - Rehabilitation - At least one (1) member must represent programs carried out under Title I of the Rehabilitation Act of 1973.
  - Membership may include other individuals or representatives of entities as the CEOs may determine to be appropriate. A single member of the CRWDB may be appointed as a representative of more than one entity on the CRWDB if the individual meets all the criteria for representation in accordance with WIOA.
- D. Alternates or Designees of Official Appointments:
1. Consortium - The representative to the Consortium shall be a member of the governing body of the member jurisdiction. The term "Chief Elected Official" means the chief elected executive officer of a unit of general local government in a local area or an elected official so designated by the Chief Elected Official. A member jurisdiction may appoint an alternate elected official to attend Consortium meeting(s) as the Chief Elected Official's proxy. When the alternate so serves, the alternate shall have the same powers and responsibilities as those possessed by the member of the governing body including the right to vote on all matters and shall be counted when determining a quorum. 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. Alternates may attend, participate, and vote at Consortium meetings in the absence of the member; however, the Chief Elected Official maintains the fiscal responsibility and liability for all decisions made as a Consortium.
  2. CRWDB Alternates: In the course of the CRWDB's operation, alternates who are designated by the Board Member and have similar policy-making authority in the

member's organization or sector represented may attend, participate, and vote at CRWDB meetings in the absence of the CRWDB member.

E. Committees of the Consortium:

1. Executive Committee - Shall consist of up to 3 members that include the Consortium Chair and Vice-Chair and may include a member selected at-large from the Consortium. The Executive Committee, on vote by the Consortium, may act in place of the Consortium. The actions of the Executive Committee do not relieve the Consortium from any fiscal obligation or liability.

*Remove*

F. Committees of the CRWDB:

1. Executive Committee
2. Public Outreach Committee
3. Business Services Committee
4. Training Provider Committee
5. Youth Services Committee
6. Others as needed

G. Cause for Removal: Any member(s) of the CRWDB may be removed therefrom by the Consortium for cause based on the following criteria:

1. A CRWDB member may be removed from the CRWDB if the member's conduct or action(s), in his/her capacity as a member or personal/professional dealings, is having or will have a severe detrimental effect on the ability of the CRWDB to conduct its business.

H. Filling of Vacancies: Vacancies in the CRWDB will be reported in a timely manner to the Consortium and the Consortium shall fill the vacancy in accordance with the Act.

1. The Consortium shall contact the appropriate entities in the local area for nominations to appoint members and/or fill vacancies on the CRWDB from business, local educational entities and labor representatives.
2. Private sector representatives are to be selected from individuals nominated by local business organizations, other businesses, local boards of supervisors, or an individual business may nominate himself/herself. Private sector representatives can include owners of businesses, chief executives or operating officers of businesses and other business executives with optimum policy making or hiring authority.
3. Non-mandatory educational entity representatives must be selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities including local school boards, entities providing vocational education, and postsecondary educational institutions.
4. Labor representatives must be selected from among individuals nominated by local labor federations (or in a local area in which no employees are represented by such organizations, other representatives of employees, such as employee organizations and/or the state AFL/CIO).
5. For all other members, the Consortium should consult with the appropriate groups in the local area for possible individuals to serve.



6. CRWDB's Operations Director will function as staff to the CEOs for the purpose of facilitating the maintenance of the Board's membership/representation and meeting the Act's requirements regarding membership and representation. Nomination forms may be obtained by contacting the CRWDB's Operations or Executive Directors.

I. Conflict of Interest:

1. Members of the CRWDB and staff must maintain the public trust for use of the federal and state funds for the purpose of carrying out program requirements including the responsibility to maintain the reputation and integrity of the program. All decisions of the CRWDB and Consortium are to be based on promoting the best interests of the state and public good. All members of the CRWDB, Consortium, and committee members (whether voting or non-voting) are subject to all provisions of the state and local government Conflict of Interest Act.
2. The CRWDB will establish written policies for itself and all committees and subcommittees thereof, in by-laws, to adhere to conflict of interest policies established by the state, local government and the Act.
3. A member of the CRWDB, Consortium or Committee of the CRWDB must neither base a vote on, nor participate in, any decision-making capacity on the provision of services by such member (or by an organization that such member directly represents); nor on any matter that would provide any direct benefit to such member or the immediate family of such member. Immediate family means (1) a spouse and (2) any other person residing in the same household as the member, who is a dependent of the member or of whom the member is a dependent. Dependent means any person, whether or not related by blood or marriage, who receives from the member, or provides to the member, more than one-half of his/her financial support.
4. Any CRWDB or Consortium member (or specific entity represented by that member) who participates in the development of contract specifications or standards is prohibited from receiving any direct financial benefit from any resulting contract.
5. Any CRWDB or Consortium member who participates in a decision relating to specific terms of a contract, the determination of specific standards for performance of a contract, the development of Invitations for Bid or Requests for Proposals or other such bid processes leading to a contract, or any similar decisions is prohibited from receiving any direct financial benefit from any resulting contract. In addition, no corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, trust, foundation or other entity shall receive the contract if it would create a conflict of interest for the CRWDB or Consortium member who participated in this manner.
6. Any CRWDB member with a potential or actual conflict of interest shall disclose that fact to the CRWDB as soon as the potential conflict is discovered and, to the extent possible, before the agenda for the meeting involving the matter at issue

- is prepared. If it is determined during a meeting that a conflict of interest exists, the member must verbally declare such conflict exists, such declaration must be clearly noted in the minutes, and such member must excuse himself from the remainder of the discussion and voting on that item. Each CRWDB member is responsible for determining whether any potential or actual conflict of interest exists or arises during his tenure on the CRWDB.
7. If a contract or purchase is made by the CRWDB involving its own member with a conflict of interest, the CRWDB shall justify the terms and conditions of the contract or purchase and document that the contract or purchase was adequately bid or negotiated and the terms of the contract or price of the purchase is fair and reasonable.
  8. CRWDB members who are also One-Stop Operators shall not serve on any committees that deal with oversight of the One-Stop system or allocation of resources that would be potentially allocated to that member's program.
- J. Grievance Procedure: See Attachment 1
- K. Indemnification:
1. The CRWDB and Consortium recognize the need to protect all members of the CRWDB and the Consortium against loss, liability or damages that may result from their joint and separate actions in performing the responsibilities under the Act. The Consortium and CRWDB agree that adequate insurance shall be provided. *↳ define amounts*
- L. Voting:
1. All approvals under this agreement shall require approval of a majority of the members present at a meeting of such said bodies, unless a vote of greater than a simple majority is called for in the by-laws of the respective body.
  2. Votes on matters that require concurrence of the CRWDB and the Consortium members shall be by roll call and recorded in the minutes of the respective bodies.
  3. Alternates of the Consortium and CRWDB may vote at the respective meetings in the absences of the member.
  4. Absentee voting is not allowed by either the CRWDB or the Consortium.
- M. Quorum:
1. A simple majority of the membership shall constitute a quorum for the purposes of conducting the business of the CRWDB and Consortium.
- VI. General Administrative Provisions
- A. Delivery of Notices and Reports: Notices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address to notify the other in writing within a reasonable time:
1. To the Official addressed to: CRWDB Chair
  2. To the Official addressed to: Consortium Chair
  3. To the Official addressed to: Executive Director

4. To the CRWDB addressed to: Crater Regional Workforce Development Board, 22 W. Washington Street, Petersburg, VA 23803
- B. Open meetings required: All meetings of both the Consortium and CRWDB and their respective committees and subcommittees are open to the public.
- C. Meeting Dates: The CRWDB and the Consortium shall meet at least quarterly or as needed.
- D. Public Records: The CRWDB and the Consortium and their respective committees and subcommittees shall maintain copies of records of their activities in all major areas, including all meeting agendas and minutes, contracts, fiscal and management documentation. The administrative entity shall be the custodian of the public records of the CRWDB and the Consortium. The CRWDB and the Consortium shall send copies of all agendas of all meetings and provide minutes thereof to the members of both bodies at all times.
- E. Sunshine Provision - The CRWDB and the Consortium
  1. The CRWDB and the Consortium shall share information regarding its meetings and activities with the public subject to the provisions of the Virginia Freedom of Information Act. *Add VA Code Citation.*
  2. The CRWDB and the Consortium shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the CRWDB and the Consortium, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of One-Stops, consistent with the State Plan, and the award of contracts to eligible service providers, and minutes of formal meetings of the CRWDB, the Consortium, and their respective committees and subcommittees.
  3. The CRWDB, Consortium and any subcommittees authorized to take official action on behalf of the CRWDB or Consortium must do the following:
    - a. Take official action and engage in deliberations only at meetings open to the public. "Official action" includes making recommendations, establishing policy, making decisions, and/or voting on matters of CRWDB or Consortium business. "Deliberations" are discussions necessary in order to reach decisions at CRWDB or Consortium meetings.
    - b. Ensure that all meetings are held in an accessible location for the disabled and that all information is provided in accessible and alternate formats.
    - c. Give public notice of meetings in accordance with applicable state code provisions, including public notice in advance of any special meeting or rescheduled regular meeting. No public notice need be given of an emergency meeting called to deal with a real or potential emergency involving a clear and present danger to life or property.
    - d. Ensure that votes of CRWDB and Consortium members be publicly cast and, in the case of roll call votes, recorded.
    - e. Keep written minutes of all public meetings, including date, time and

place of the meeting, members present, the substance of all official actions, a record of the roll call votes, and the names of any citizens who appeared and gave testimony.

4. Closed executive sessions may be used according to the provisions of the Virginia Freedom of Information Act. Such session may be held during or after an open meeting or may be announced for a future time. If closed session is not announced for a specific time, the CRWDB and Consortium members must be notified 24 hours in advance of the date, time, location and purpose of the session. The reason for holding an executive session must be announced at the open meeting either immediately prior or subsequent to the executive session.
5. Official action on any matter discussed at an executive session must be taken at an open meeting.
- F. Non-Exclusion of Members: The CRWDB and Consortium shall not exclude members of either body from meetings in closed session when the matter under discussion concerns programs, plans, budgets, or staff under this agreement.
- G. Nondiscrimination: During the term of this agreement the CRWDB, Consortium, the Administrative Entities and Grant Recipients agree not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of factors prohibited by federal or state law, including Section 188 of the Act and applicable Virginia Statutes. The aforementioned agree to post in conspicuous places, available to all employees and applicants for employment and all recipients of services, actual or potential, notices setting forth the provisions of this agreement as they relate to nondiscrimination. The aforementioned shall, in all solicitations for employment placed on their behalf, state that the aforementioned are "Equal Opportunity Employers".
- H. Terms of the Agreement: The term of this agreement shall commence as of July 1, 2018 and shall continue through June 30, 2020. The CRWDB and the Consortium shall review this agreement by January 31, 2020, in order to draft a successor agreement, if needed. update the date
- I. Amendment of Agreement:
  1. Either party may propose amendments to this agreement at any time. Requests for amendment shall be authorized in accordance with the By-Laws of the body initiating the request. The body may consider no proposed amendment unless a written copy has been mailed to the members of the body at least ten (10) days prior to consideration. Any amendment(s) to amendment(s) so proposed shall be considered in order.
  2. Proposed amendment(s) approved in accord with the above shall be mailed to the other party.
  3. The other party must respond with a written notice of concurrence or non-concurrence, or a written request to negotiate.

- J. Construction: Should any part, clause, paragraph or sentence of this agreement be construed by a court of competent jurisdiction to be in violation of any federal or state law, rule or regulation, the remainder of the agreement shall remain in full force and effect unless amended in accord with the article.
- K. Signatory Powers: Chairpersons of the CRWDB and Consortium are authorized to commit for their respective boards documents binding the Consortium with state requirements. The CRWDB Executive Director is authorized to sign contractual agreements with program operators, vendors, and contractors.
- L. Fiscal Agent: The CRWDB Executive Director and the Finance Director of the Grant Recipient Locality are authorized to sign checks and vouchers related to operating the administrative office. In the absence of the Executive Director The CRWDB Secretary/Treasurer and, in the absence of the Grant Recipient Locality's Finance Director the Chief Elected Official of the Grant Recipient Locality, are authorized to perform this duty. Checks in the amount of \$1,500.00 or greater will require the signature of one (1) authorized signatory from both the CRWDB and the Grant Recipient Locality (two signatures).
- M. Entire Agreement: The entire agreement of the parties is contained herein and this agreement supersedes any and all prior oral agreements and negotiations between the parties relating to the subject matter thereof.

VII. Ratification of Agreement:

- A. This agreement shall require the approval of the CRWDB and the Consortium by a majority vote of the members present at a meeting of the bodies, authorizing the execution of the agreement.
- B. Each signatory thereof certifies that he/she has the legal authority of the governing body of the parties to enter into this agreement, and the parties jointly and separately accept the responsibility for the operation of the program under the Act.

IN WITNESS, THEREOF:

\_\_\_\_\_  
Consortium Chair

\_\_\_\_\_  
CRWDB Chair

\_\_\_\_\_  
Printed Name of Consortium Chair

\_\_\_\_\_  
Printed Name of CRWDB Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment 1

### **Crater Regional Workforce Development Board LWDA-15**

**Policy Number 2018-01  
Effective Date: March 15, 2018**

### **Title: WIOA Grievance and Complaint Process**

#### **Purpose**

To communicate the requirement of grant recipients to establish and maintain procedures providing for the prompt investigation and equitable resolution of grievances and complaints alleging violations of the Workforce Innovation and Opportunity Act of 2014 (WIOA).

This policy sets forth the procedures required under the Workforce Innovation and Opportunity Act of 2014 (WIOA) to address grievances or complaints alleging a violation under the requirements of WIOA by the Commonwealth of Virginia, the Crater Regional Workforce Development Board, a One-Stop Center, Service or Training Providers.

This policy does not address the procedure for processing complaints alleging discrimination under WIOA section 188 and/or CFR part 37. Such complaints must be handled in accordance with the procedures set forth in that regulatory part. Questions about or complaints alleging a violation of the non-discrimination provision of WIOA section 188 may be directed or mailed to the Equal Opportunity Officer, 22 W. Washington St., Petersburg, VA 23803 for processing.

#### **References**

P.L. 113-128, *Workforce Innovation and Opportunity Act, Section 181(c)*.  
Federal Register, August 19, 2016, Part VI, Department of Labor, Employment and Training Administration, 20 CFR Part 603, 651, 652, et al. *Workforce Innovation and Opportunity Act; Final Rules*. 20 CFR Part 683, Subpart F- *Grievance Procedures, Complaints, and State Appeals Processes*. 29 CFR Part 38. *WIOA Section 188 Nondiscrimination and Equal Opportunity Regulations*.

#### **Definitions:**

The following terms, when used in this policy, having the following meanings unless the context states otherwise:

**Complainant** -an individual, group or agency that files a formal complaint alleging violation of WIOA and/or provisions of a related agreement or service.

**Direct Recipient** –includes any person or government department, agency or

establishment that receives WIOA funds through a local area to carry out WIOA programs but does not include an individual who is a beneficiary of such programs.

**Grievant** –a person, group or agency that files a formal grievance alleging a violation of the WIOA and/or provisions related agreement or service.

**Interested Parties**- includes sub-grantees, subcontractors, service providers, employees, One-stop partners, and training providers

**Participant** -an individual who has been determined to be eligible to participate in and who is receiving services except follow-up services authorized under the WIOA, under a program authorized by the WIOA. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving subsidized employment training or other services provided by WIOA.

**Respondent**- the individual or entity against whom the grievance or complaint is alleged.

### **Policy Statement**

The Crater Regional Workforce Development Board, the Crater Regional Workforce Center and the Emporia Satellite office adopts the following for dealing with grievances and complaints, provides for prompt resolution within 60 days of receipt of the written complaint, and provides opportunity for the grievant or complainant to appeal to the LWD level decision to the local Crater Regional Workforce Development Board when he/she is dissatisfied with the One-Stop Center's decision or no decision has been reached within 60 calendar days.

### **GRIEVANCES AND COMPLAINTS PROCESSING**

The grievance and complaint review procedure for the local level apply to alleged violations of the requirements of WIOA and/or provisions of the related agreement. These grievances or complaints may be submitted by participants and other interested parties affected by the local workforce development system, including one-stop partners and service providers.

#### Filing a Grievance or Complaint

The One-Stop Center, Service or Training Provider shall provide participants with the name, address and telephone number of the agency's official and the CRWDB Executive Director/designee to whom grievances and complaints can be directed.

Example of who may file a grievance or complaint includes the following:

1. Applicants or registrants for aid, benefits, services or training,
2. Eligible applicants/registrants,
3. Participants,
4. Employers
5. Applicants for employment under WIOA

6. Service providers or
7. Eligible service providers

Each grievance or complaint must be filed, in writing, within thirty (30) calendar days of the alleged situation and must contain the following information:

1. The name, address and phone number of the person filing the grievance or complaint;
2. The date of the alleged situation and the date the grievance or complaint was filed;
3. The identity of the respondent (i.e. the individual or entity against whom the grievance or complaint is alleged);
4. A description of the allegation(s). This description must include enough detail to allow the reviewer to decide whether the allegation(s), if true, would violate any of the provisions of WIOA; and
5. The signature of the person filing the grievance or complaint.

#### Methods of Resolution/Disposition of Complaints

Upon receipt of the grievance or complaint, the reviewer will provide written notice to the grievant or complainant. This correspondence will be sent within five (5) business days and must include the following:

1. A summary of the allegation(s) submitted;
2. The date, time and place of the meeting or hearing with the reviewer;
3. A notice that the CRWDB Executive Director may arrange for an informal resolution to the complaint prior to the official meeting or hearing;
4. A notice that the grievant or complainant may be represented by an attorney; and
5. A notice that the grievant or complainant may be present witnesses and documentary evidence

Each One-Stop Center, Service or Training provider must notify the CRWDB Executive Director/designee, in writing, of the complaint within 48 hours of receiving the complaint. The CRWDB Executive Director/designee has a maximum of sixty (60) calendar days to conduct an investigation of the allegations and offer a resolution to the complaint.

#### Notice of Final Action

Once the investigation is complete and a decision has been reached, a Notice of Final Action must be sent to the grievant or complainant with a copy to the agency. If an informal resolution was provided, the Notice of Final Action must summarize the resolution agreed upon. If no informal resolution was provided, the Notice of Final Action must contain the following information:

1. The reviewer's decision and the reasons supporting the decision;
2. A brief description of the investigation process implored to reach the decision;
3. A notice that, if no decision is reached within 60 days or if dissatisfied with the decision, the grievant or complainant may appeal to the Commonwealth of



- Virginia within 10 business days of receipt of the Notice of Final Action; and
4. A notice that the grievant or complainant may seek a remedy authorized under another Federal, State or local law.

#### **Record Keeping Requirements**

Records regarding grievances and complaints must be maintained for at least three years from the date of resolution of the grievance or complaint. All records must include the following:

1. The name and address of the grievant or complainant;
2. A description of the grievance or complaint;
3. The date of the grievance or complaint was filed;
4. The disposition (final action);
5. The date of the disposition of the grievance or complaint; and
6. Any other pertinent information

To the maximum extent possible, the identity of any person who has furnished information relating to, or assisting in, an investigation of a possible violation of the WIOA shall be kept confidential. The information may only be used for the purpose of:

1. Record keeping and reporting;
2. Determining the extent to which an entity is operating its WIOA funded programs or activities in a nondiscriminatory manner; or
3. Other use authorized by the nondiscrimination and equal opportunity provisions of WIOA.

#### **PROCESSING APPEALS OF AGENCY LEVEL GRIEVANCE AND COMPLAINT DECISIONS**

The grievance and complaint review procedures for the agency level apply to alleged violations of their requirements of WIOA and/or provisions of a related agreement. These grievances or complaints may be submitted by participants and other interested parties affected by the local workforce development system, including One-Stop Centers, Center Partners, Service and Training Providers. The Crater Regional Workforce Development Board will review:

1. Appeals of decisions made at the local agency level during the grievance and complaint process;
2. Grievances or complaints alleging a violation of the requirements of the WIOA and/or provisions of a related agreement, filed by interested parties who have no recourse to the grievance and complaint procedure of a local agency, but who are affected by the WIOA programs offered through the Virginia Workforce Network;
3. Grievances or complaints from eligible providers of training services who are denied equitable opportunities to provide training programs to WIOA participants, by a one-stop center or program operator, or otherwise adversely affected by the one-stop center or program operator.\*

**\*Grievances or complaints from providers of training services who are denied eligibility by the CRWDB, or who's eligibility is terminated or otherwise adversely affected by the CRWDB must file their complaints with the Commonwealth of Virginia.**

#### **Filing an Appeal**

**Each appeal must be filed, in writing, within 10 business days of the date of which the Notice of Final Action is received and must contain the following information:**

- 1. The name, address and phone number of the person filing the appeal;**
- 2. The identity of the respondent (i.e. the individual or entity against whom the grievance or complaint is alleged);**
- 3. A description of the allegation(s). This description must include enough detail to allow the reviewer to decide whether the allegation(s), if true, would violate any of the provisions of WIOA;**
- 4. Pertinent dates, including the date on which the grievance or complaint was filed at the local agency level, the date of the alleged occurrence for which the grievance or complaint was filed and the date a written decision was issued ( or should have been issued);**
- 5. If applicable, copies of the provisions of the WIOA, the regulations, etc. which are believed to have been violated;**
- 6. A statement disclosing other steps pursued at any level regarding the grievance or complaint in question;**
- 7. A copy of the agency's Notice of Final Action, if such was rendered; and**
- 8. The signature of the person filing the appeal.**

**NOTE: The appeal must be accompanied by all documentation submitted to the agency when filing the original complaint. Only information received by the agency during the initial investigation will be allowed as evidence in the appeal process.**

#### **Methods of Resolution/Disposition of Complaints**

**Upon receipt of the written request for appeal and all of the pertinent information outlined above, the reviewer for the CRWDB will provide the grievant, or complainant, and the respondent with written acknowledgement of the appeal. This correspondence will be sent within five (5) business days and include both a summary of the allegations submitted and an offer to resolve the issue informally prior to rendering a decision based on the written records. Finally, the acknowledgement will include a notice that upon review of the documentary evidence presented, the reviewer will make his/her decision.**

**The reviewer may offer the opportunity to resolve the issue informally prior to rendering a decision based on the written records. If the parties decline this opportunity, the reviewer will accept, reject or modify the decision for the local agency based on a review of the evidence. The reviewer may also remand the grievance or complaint to the local agency for further investigation. In any case, the reviewer has a maximum of 30 calendar days to review the allegation(s) and offer a resolution.**

#### **Notice of Final Action**

Once a decision is reached, a Notice of Final Action must be sent to the grievant or complainant and respondent. If an informal resolution was provided, the Notice of Final Action will summarize the resolution agreed upon. If no informal resolution was provided, the Notice of Final Action will contain the following information:

1. The reviewer's decision and the reason supporting the decision;
2. A notice that, if dissatisfied with the decision, the grievant or complainant may appeal the the Commonwealth of Virginia, within 10 days of the Notice of Final Action from the CRWDB;
3. Notice that copies of appeals submitted to the Administrator, Federal Workforce Programs, Virginia Community College System, 300 Arboretum Place, Suite 200, Richmond, VA 23236, must be sent to the reviewer at CRWDB, 22 W. Washington St, Petersburg, VA 23803; and
4. A notice that the grievant or complainant may seek a remedy authorized under another Federal, State or local law.

#### **Record Keeping Requirements**

Records regarding grievances and complaints must be maintained for at least three years from the dated resolution. All records must include the following:

1. The name and address of the grievant or complainant;
2. A description of the grievance or complaint;
3. The date the grievance or complaint was filed;
4. The disposition (final action);
5. The date of disposition of the grievance or complaint; and
6. Any other pertinent information

To the maximum extent possible, the identity of any person who has furnished information relating to, or assisting in, an investigation of a possible violation of the WIOA shall be kept confidential. The information may only be used for the purposes of:

1. Record keeping and reporting;
2. Determining the extent to which an entity is operating its WIOA funded programs or activities in a nondiscriminatory manner; or
3. Other use authorized by the nondiscrimination and equal opportunity provisions of WIOA

**Crater Regional Workforce Development Board  
Local Workforce Area 15  
Chief Elected Officials Consortium Agreement**

This Agreement is executed by the duly authorized elected officials from the Counties of Dinwiddie, Greensville, Prince George, Surry, Sussex and the Cities of Colonial Heights, Emporia, Hopewell, and Petersburg, Virginia (the Member Jurisdictions) and shall be effective on the latter of July 1, 2018 or on the day that the last Member Jurisdiction enters into this agreement.

WHEREAS, the Workforce Innovation and Opportunity Act (Public Law 113-128, Title 1, Subtitle B, Chapter 2, Section 106) (hereinafter referred to as the "Act"), updates and amends previous federal law, providing federal funding to states for the delivery of workforce training and other services; and

WHEREAS, the Act allows the Governor of the Commonwealth of Virginia to designate local workforce development areas for the delivery of such services within the state; and

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

WHEREAS, Virginia 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

*would require local ordinance in each locality. 15.2-1300(B)*

WHEREAS, the Member Jurisdictions have formed a joint entity under VA Code §15.2-1300, designated as the Crater Regional Workforce Development Area Consortium (the "Consortium") and recognized as Virginia's Area 15 Local Workforce Development Area; and

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

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

WHEREAS, the Member Jurisdictions wish to amend and update the Consortium Agreement to account for the changes in federal law and to increase flexibility of the Consortium in serving the Local Workforce Development Area.

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

### **Article I - Entity**

Section 1. **Formation of Consortium.** The Member Jurisdictions, having created the Crater Regional Workforce Investment Area Consortium pursuant to authority granted to them under VA Code §15.2-1300, hereby amend the name of the Consortium and re-establish it as the Crater Regional Workforce Development Area Consortium as an entity to exercise the powers set forth in the Agreement.

Section 2. **Consortium Membership.** The Member Jurisdictions of the Consortium shall be the Counties of Dinwiddie, Greensville, Prince George, Surry, Sussex and the Cities of Colonial Heights, Emporia, Hopewell, and Petersburg, Virginia.

Section 3. **Consortium as Workforce Development Area.** Subject to the approval of the Governor of Virginia, the nine (9) Member Jurisdictions shall also comprise the boundaries of the Crater Regional Workforce Development Area (the "Area") required by the Act.

### **Article II - Consortium Board Membership**

Section 1. **Consortium Board Membership.** The Member Jurisdictions shall establish a Consortium Board comprised of one (1) 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 Elected Official as set forth in the Act.

Section 2. **Representative of Member Jurisdictions and Term.** The Representative to the Consortium Board shall be the Chief Elected Official of the governing body of the Member Jurisdiction. No person shall serve as a Representative if such person is no longer an elected member of the governing body. 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. Each Member Jurisdiction may also designate an alternate to represent their jurisdiction on the Consortium Board if the official representative is unable to attend a Consortium Board meeting. Alternates shall have similar decision-making powers within their jurisdiction and, as the Representative's proxy, shall have the same voting powers as the Representative. The attendance of a jurisdiction's alternate representative does not relieve such jurisdiction of its fiscal liability or other responsibilities under this agreement and all applicable laws, regulations, and policies.

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

Jurisdiction shall have the authority to speak affirmatively for the Member Jurisdiction in the absence of the Representative and commit the Consortium to a course of action.

Section 4. **Removal of Representative.** 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 Elected Official under the Act, including:

- A. Collectively perform the functions of the Chief Elected Officials of the Member Jurisdictions as permitted in the Act. For purposes of the Act, Member Jurisdictions shall act through the Consortium Board.
- B. Apply to the Governor of Virginia for Area designation.
- C. Appoint the members of the CRWDB in accordance with the Act and State Policy.
- D. Execute an agreement with the CRWDB for the operation and functions of the CRWDB set out in the Act.
- E. Continually establish the vision and priorities of the Consortium in conjunction with the CRWDB.
- F. Develop the region's strategic plan as the Local Plan under the Act for Member Jurisdictions in partnership with the CRWDB. 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 CRWDB and provide continuing fiscal oversight of all funds received and expended.
- H. Work with the CRWDB and Governor of Virginia to reach agreement on local performance measures.
- I. Approve the CRWDB'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.
- J. From among the Member Jurisdictions, identify annually the Grant Recipient of all funds received under the Workforce Innovation and Opportunity Act. The current LWDA 15 Grant Recipient Jurisdiction is the City of Petersburg, VA.
- K. From among the Member Jurisdictions or other appropriate entities, identify and designate the Fiscal Agent of all funds received under the Workforce Innovation and Opportunity Act. The Fiscal Agent is responsible for adhering to all fiscal requirements under the Act, including those in 20 CFR 679.420 (a)(b)(c) and those imposed by the Consortium. The current LWDA 15 Fiscal Agent is the CRWDB.

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 its name.
- B. To adopt and amend by-laws, 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 payment.
- 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 and the CRWDB. 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.
- 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 CRWDB, 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 and may be permitted under the Act.
- M. To have and exercise all powers necessary or convenient to affect any or all of the purposes for which the Consortium is organized.

*Why does  
WIB need  
to borrow  
monies?*

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

- A. Oversee the local workforce development system.
- B. Oversee other programs and funding sources which may from time to time fall under the purview of the CRWDB.

- C. 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 CRWDB is given responsibility.
- D. Adopt a budget for the Workforce Development Area including the operating budget developed by the CRWDB.
- E. To the extent feasible, align all investments in workforce development in the Area under the policy umbrella of the Consortium Board.
- F. When applicable, ensure that policies of the Consortium Board and CRWDB for workforce development become integrated into county and city overall policies for economic development, education, and workforce development.
- G. 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 Governance and By-laws.** The consortium 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. The Consortium Board shall meet as determined by its members and consistent with applicable law.

Section 2. **Quorum.** A simple majority of the representatives of Member Jurisdictions (5 of 9 jurisdictions) shall constitute a quorum.

Section 3. **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 full Consortium Board, nine (9) Member Jurisdictions, 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 leases, purchases, 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. Discharge of the Executive Director.
  - E. Designation of a Fiscal Agent.
- Why does it take unanimous vote to remove Executive Director?*

#### **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 the applicable law, regulation or in the approved Local Plan.



The Representatives 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. *City of Petersburg*  
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 Member Jurisdictions for workforce development activities, including funds provided by the Act. The Consortium Board may in the future designate a different fiscal agent and/or 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.** In accordance with 20 CFR 683.710 (a) and (b)(1)(2)(3)(4), the Chief Local Officials are liable and responsible for WOIA and other directly administered funds expended under the Act. Funds are distributed and expended annually on the basis of need throughout the Crater Workforce Region's nine (9) cities and counties. This distribution is based upon the need of the area within the Region until the CEOs determine an alternative allocation formula for within the Crater Region. In the event that any expenditures of funds under the Act distributed to the Workforce Area are disallowed by the Commonwealth of Virginia:

1. The administering agency shall make every attempt to recover the disallowed expenditure of funds from the subgrantee or vendor.
2. If the disallowed expenditure of funds cannot be recovered from the subgrantee or vendor but are eligible for recoupment in one or more future program years, at the absolute discretion of the Chief Elected Officials, such disallowed expenditure of funds shall be recouped in one or more future program years.
3. If such funds cannot be recouped as indicated in 4.1 or from 4.2 above, then liability for repayment of those disallowed funds shall be distributed in accordance with an allocation as determined by the CEOs. The allocation will be based upon the proportionate share of the labor market of each city/county unless the disallowed expenditure can be traced to a particular individual, employer, subgrantee, or vendor within one or more cities/counties, in which case the costs will be borne by that or those identified city(s) and county(s).

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 CRWDB 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 persons. 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 Development Board**

**Section 1. Membership.** The Consortium Board shall appoint the members of the CRWDB in accordance with the criteria in the Act and State Policy, as they may be amended from time to time. The Consortium Board shall make every effort to appoint creative and visionary individuals to the CRWDB. Each Member Jurisdiction shall recommend nominees to the Consortium Board. The Consortium Board shall coordinate and consult with 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. Duties Under the Act.** The CRWDB shall enter into an agreement with the Consortium Board clearly detailing the partnership between the two entities for the governance and oversight of activities under the WIOA, including but not limited to budgeting, development of goals and objectives, reporting to state and federal authorities as required by law or regulation, and any and all other activities as required by the Workforce Innovation and Opportunity Act (WIOA), Section 107(d) or by the Governor.

**Section 3. Joint Exercise of Functions.** In partnership with the Consortium Board, the CRWDB shall perform such planning, oversight, and program implementation

functions as required by law and state policy, and as detailed in the Agreement between the Consortium Board and CRWDB. The CRWDB shall at all times be accountable to the Consortium Board for its activities.

## **Article VII - Conflict of Interest**

Section 1. **Certain Votes Prohibited.** No member of the Consortium Board, or CRWDB shall:

- 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 Conflict of Interest Act, VA Code §2.2-3100 et. seq. apply to the officers, members and employees of the Consortium Board and the CRWDB.

## **Article VIII - Dissolution**

Section 1. **Dissolution of Consortium.** This Agreement may be terminated and the Consortium dissolved upon the concurrence 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 IX - 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 agreements. 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. **Effective.** This Agreement shall be effective on <sup>change</sup> July 1, 2018 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 5. **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 6. **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.

**Crater Regional Workforce Development Board  
Local Workforce Area 15  
Chief Elected Officials Consortium Agreement**

**Signature Page**

**City of Colonial Heights:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name and Title \_\_\_\_\_

**County of Dinwiddie:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name and Title \_\_\_\_\_

**City of Emporia:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name and Title \_\_\_\_\_

**County of Greensville:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name and Title \_\_\_\_\_

**City of Hopewell:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name and Title \_\_\_\_\_

**City of Petersburg:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name and Title \_\_\_\_\_

**Crater Regional Workforce Development Board  
Local Workforce Area 15  
Chief Elected Officials Consortium Agreement**

**Signature Page**

**County of Prince George:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name and Title \_\_\_\_\_

**County of Surry:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name and Title \_\_\_\_\_

**County of Sussex:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name and Title \_\_\_\_\_

**Shenandoah Valley  
Chief Elected Officials  
Consortium Agreement**

**Shenandoah Valley  
Workforce Development Area**

**January 2017**

## **Consortium Agreement**

### **Shenandoah Valley Workforce Development Area**

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*The purpose of this Agreement is to formalize the creation of the Shenandoah Valley Workforce Development Area, the Shenandoah Valley Chief Elected Officials Consortium, and the Shenandoah Valley Workforce Development Board in accordance Public Law 113-128, the Workforce Innovation and Opportunity Act of 2014, Section 106. It is Made and Entered into by and between Augusta County, Bath County, the City of Buena Vista, Clarke County, Frederick County, the City of Harrisonburg, Highland County, the City of Lexington, Page County, Rockbridge County, Rockingham County, Shenandoah County, the City of Staunton, Warren County, the City of Waynesboro, and the City of Winchester.*

**WHEREAS**, the respective Boards of Supervisors of the Counties of Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah and Warren, and the City Councils of the Cities of Buena Vista, Harrisonburg, Lexington, Staunton, Waynesboro and Winchester have adopted resolutions authorizing the execution of this Consortium Agreement;

**NOW THEREFORE THIS AGREEMENT FURTHER WITNESSTH:** That for and in consideration of the promises and of the mutual benefits to be derived hereunder, that each and all of the jurisdictions enumerated immediately above, do hereby reciprocally agree as follows:

#### **SECTION 1: CREATION OF THE CONSORTIUM**

**THERE IS HEREBY CREATED**, BY THE UNDERSIGNED Chief Elected Official of the Counties and Cities, the **Shenandoah Valley Chief Elected Officials Consortium** (Consortium), which shall exist under and be subject to the terms and conditions of this **Consortium Agreement** (Agreement), and which constitutes the agreement by the listed participating political subdivisions of the Commonwealth of Virginia. The purpose of the **Consortium** shall be to plan, establish, and operate a Local Workforce Development Area (LWDA) and Workforce Development Services Delivery System according to the provisions of the Workforce Innovation and Opportunity Act of 2014, and the Federal Regulations issued by the U.S. Department of Labor for the implementation of the Act together with any and all other subsequent and relevant federal and Commonwealth of Virginia statutes, policies and interpretations.

#### **SECTION 2: AREA TO BE SERVED**

The Local Workforce Development Area to be served shall be known as the **Shenandoah Valley Workforce Development Area**, and shall include the jurisdictions of Augusta County, Bath County, the City of Buena Vista, Clarke County, Frederick County, the City of Harrisonburg, Highland County, the City of Lexington, Page County, Rockbridge County, Rockingham County, Shenandoah County, the City of Staunton, Warren County, the City of Waynesboro and the City of Winchester.



## **SECTION 3: STRUCTURE, DUTIES AND RESPONSIBILITIES OF CONSORTIUM**

### **3.01: MEMBERSHIP**

The voting members of the Consortium shall be the Chief Elected Official of each jurisdiction that is a party to this agreement, or that official's duly appointed designee. The Chair of the Shenandoah Valley Workforce Development Board (SVWDB), formerly the Shenandoah Valley Workforce Investment Board, or the Chair's duly appointed designee, shall serve as a voting member of the Consortium.

### **3.02: TERMS OF OFFICE**

The term of office for a Consortium member or designee shall coincide with the member's term as chief elected official for the member jurisdiction.

### **3.03: OFFICERS**

The Consortium shall elect from its membership a Chair, a Vice-Chair and such other officers as may be provided in the Consortium by-laws to serve for a term as may be prescribed in the By-Laws.

### **3.04: VOTING RIGHTS**

Each member jurisdiction shall have one (1) vote on all matters considered by the Consortium.

### **3.05: MEETINGS**

The Consortium shall hold meetings as prescribed in the By-Laws. A quorum is required for the Consortium to conduct business. A simple majority of the membership of the Consortium constitutes a quorum. Actions of the Consortium shall be approved by a simple majority of the members present at the meeting.

### **3.06: DUTIES AND RESPONSIBILITIES**

A. The Consortium shall collectively perform the following functions established for the Chief Elected Official, as specified in Public Law 113-128:

- (1) Shall, at its annual organization meeting, designate a member jurisdiction to serve as local grant recipient for the WIOA funds, and further may designate another entity to serve as fiscal agent for the Consortium;
- (2) Receive member nominations and make appointments of members to the SVWDB in accordance with State criteria. Each member jurisdiction of the Consortium shall recommend nominees and coordinate with other member jurisdictions to ensure appropriate geographic representation. Diversity considerations should be given when appointing members to the SVWDB to ensure racial, ethnic, and cultural diversity, as well as the diversity of individuals with disabilities from labor markets within the LWDA;

- (3) Set policy for the local workforce development system in partnership with the SVWDB;
- (4) Collaborate with the SVWDB to provide oversight of local Youth, Adult and Dislocated Worker programs and regional workforce development initiatives;
- (5) Approve the budget developed by the SVWDB;
- (6) Perform other duties as may be prescribed from time to time for Chief Elected Officials (CEO) under the Act or as prescribed by the Commonwealth of Virginia; and,
- (7) Establish such by-laws and such other rules as it deems necessary to govern its operations.

B. In partnership with the SVWDB, the Consortium shall develop, approve and submit all workforce development plans for the Shenandoah Valley Workforce Development Area.

#### **SECTION 4: THE SHENANDOAH VALLEY WORKFORCE DEVELOPMENT BOARD**

The Consortium hereby establishes the **Shenandoah Valley Workforce Development Board**. The Shenandoah Valley Workforce Investment Board (SVWIB) shall take the necessary steps to change its name to the Shenandoah Valley Workforce Development Board (SVWDB), incorporated under the laws of the Commonwealth of Virginia as a private, non-profit corporation.

##### **4.01: APPOINTMENT OF MEMBERS TO THE SVWDB**

A. The Consortium shall appoint at least one representative from each of the following public sector categories to the SVWDB:

- (1) Economic and Community Development Entities;
- (2) Department of Aging and Rehabilitative Services
- (3) Eligible providers administering adult education and literacy activities under title II, including a representative from a secondary public school's Career and Technical Education program;
- (4) Community Colleges
- (5) Virginia Employment Commission
- (6) Labor Organizations
- (7) Training Director or labor representative from a joint labor-management apprenticeship program

B. Not less than 20 percent of the members shall be from categories A(6) and A(7) above, or from community based organizations that have a demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities or in addressing the employment, training, or education needs of eligible youth, including organizations that serve out-of-school youth.

C. The Consortium shall appoint a sufficient number of private industry members to the SVWDB to ensure that the total membership shall be comprised of at least a 51% majority of private industry members, who are owners, chief executives or operating officer with policy

making or hiring authority. These businesses, including small businesses, provide employment opportunities that include high-quality, work relevant training and development in high demand industry sectors or occupation in the local area. The Consortium shall appoint members in compliance with Section 107 (b) (2) (A) of the Workforce Innovation and Opportunity Act. In order to maintain a majority of private industry members, it may be necessary for some jurisdiction members to have more than one private industry member. In determining the allocation of additional private industry members the Consortium shall consider the relative populations of the member jurisdictions and Sub-Regions.

D. Subject to the limitations imposed by the mandatory representation outlined above, the Consortium may appoint representatives of other agencies or community based organizations providing regional planning, housing assistance, public assistance, educational services, employment training services, and other services and other individuals as the chief elected officials may determine to be appropriate.

#### **4.02: DUTIES AND RESPONSIBILITIES**

The SVWDB shall perform such duties and responsibilities as required under the Workforce Innovation and Opportunity Act and other laws and regulations promulgated by the Commonwealth of Virginia. The SVWDB shall carry-out its functions in a collaborative manner with the Consortium. The duties and responsibilities of the SVWDB include, but are not limited to:

- A. Establish such by-laws and such other rules as it deems necessary to fulfill its responsibilities under the Workforce Innovation and Opportunity Act.
- B. Select eligible providers of services for adults and dislocated workers.
- C. Select eligible providers of youth services with consideration of recommendations from the Youth Council.
- D. Select training providers.
- E. Assist the Governor in developing a statewide employment statistics system.
- F. Link private sector employers with local and statewide workforce activities in collaboration with local offices of economic development and secondary education, and institutions of higher education.
- G. Hire staff as necessary, and as funding permits, to support the program of the SVWDB.
- H. Direct the disbursement of all funds dispersed under the ACT for the Shenandoah Valley Workforce Development Area and the subsequent dispersion of such funds to designated service providers and/or subcontractors in accordance with the approved Workforce Development Plan.
- I. Prepare and recommend the following for consideration and approval of the Consortium:

- (1) A local strategic workforce plan.
- (2) Selection of the One Stop Operator or a One-Stop Consortium
- (3) An annual local operating budget
- (4) Local performance measures for approval by the Governor
- (5) Candidates for a Youth Council to serve as a subgroup of the SVWDB
- (6) A youth work plan

J. Work collectively with the Consortium to monitor and evaluate all programs initiated under this agreement.

#### **4.03: TERMS**

Beginning with program year July 1, 2015, the term of appointment for SVWDB members shall be four (4) years, with terms ending on June 30 of the year the term ends. Members may be eligible to serve two full consecutive terms,

#### **4.04: VOTING RIGHTS**

Each SVWDB member shall have one (1) vote on all matters before the SVWDB. Members shall be present to vote and voting by proxy shall not be permitted.

#### **4.05: OFFICERS**

The officers of the SVWDB shall include Chair, Vice Chair, and Secretary/Treasurer. Each officer shall serve for one (1) year; and, may be eligible for re-election. Only private industry members shall be eligible for election to the office of Chair and Vice Chair.

#### **4.06: MEETINGS**

The SVWDB shall hold regular or called meetings at such times, dates, and places as may be established in the by-laws of the SVWDB.

### **SECTION 5: LIABILITY**

#### **5.01: LIABILITY**

In accordance with the Workforce Innovation and Opportunity Act, the Consortium shall be liable for any misuse of funds received under this agreement. Designation of a member jurisdiction or other entity as local grant recipient or fiscal agent does not relieve the member jurisdictions of the Consortium from liability for any misuse of WIOA grant funds. Each consortium member jurisdiction shall be liable only for its share of any loss equal to its respective share of WIOA funding.

#### **5.02: INSURANCE REQUIREMENT**

The Board shall procure and maintain *Directors and Officers Liability Insurance* sufficient to safeguard the Consortium, member jurisdictions, SVWDB officers and members, and SVWDB

employees from errors, omissions, and misuse of funds received and held by the Consortium, its grant recipient, fiscal agent, and the SVWDB.

#### **SECTION 6: TERMINATION**

This Agreement shall be terminated upon the repeal of the Workforce Innovation and Opportunity Act or successor legislation pertaining to Workforce Development or upon mutual consent of at least two-thirds (2/3) of the members of the Consortium.

#### **SECTION 7: ADDITION TO/WITHDRAWAL FROM CONSORTIUM MEMBERSHIP**

##### **7.01: NEW MEMBERS**

A political subdivision or municipal corporation of the Commonwealth of Virginia may petition the Consortium for membership provided that such local jurisdiction is part of the LWDA, as designated by the Governor in accordance with the provisions of the Workforce Innovation and Opportunity Act.

##### **7.02: WITHDRAWAL**

Any party to this Agreement shall have the right to withdraw from the Consortium after providing at least ninety (90) days written notification to the Consortium.

#### **SECTION 8: AMENDMENT**

This Agreement may be amended with the approval by resolution of the governing body of two-thirds (2/3) of the members of the Consortium.

#### **SECTION 9: SEVERABILITY**

If any of the provisions of this Agreement shall be found void or unenforceable for whatever reason by any court of law or equity, it is expressly intended that such provision(s) be severable and the remainder of the Agreement shall remain in force and effect.

#### **SECTION 10: EFFECTIVE DATE**

This amended Agreement shall become effective July 1, 2015.

\*\*\*

This agreement is approved by resolution by the following member jurisdictions of the Commonwealth of Virginia:

Augusta County Board of Supervisors

By Michael T. Shell

Title Chairman

City of Buena Vista, Virginia

By L. F. Hogan

Title Mayor

Highland County Board of Supervisors

By Don W. Bunch

Title Chairman

Page County Board of Supervisors

By John W. Workman

Title Chairman Board of Supervisors

Rockingham County Board of Supervisors

By M. A. Burt

Title CHAIRMAN

City of Waynesboro, Virginia

By Bruce Allen

Title Mayor

Clarke County Board of Supervisors

By David S. Weiss [Signature]

Title Chair [Approved 07-31-2015]

Bath County Board of Supervisors

By Clara A. Call

Title Chair

City of Harrisonburg, Virginia

By A. D. Hodges

Title City Manager

City of Lexington, Virginia

By Frank W. Friedman

Title Mayor

Rockbridge County Board of Supervisors:

By M. Higgins

Title CHAIRMAN

City of Staunton, Virginia

By S. F. Chen

Title City Manager

Frederick County Board of Supervisors

By Richard C. Shickle

Title Chairman, Board of Supervisors

Shenandoah County Board of Supervisors

By May T. P.  
Title County Administrator

Warren County Board of Supervisors

By [Signature]  
Title County Administrator

City of Winchester, Virginia

By Glen E. Jernan  
Title CITY MANAGER

The Shenandoah Valley Workforce Development Board at its meeting on January 12, 2017. considered the duties and responsibilities outlined in this agreement and consents to perform such duties and responsibilities in accordance with this agreement.

Shenandoah Valley Workforce Development Board

By [Signature]  
Title Chairperson

# COUNTY OF PRINCE GEORGE, VIRGINIA

Percy C. Ashcraft  
County Administrator  
Phone: (804) 722-8600  
Facsimile: (804) 732-3604



**BOARD OF SUPERVISORS**  
Donald R. Hunter - Chairman  
Floyd M. Brown, Jr. – Vice Chairman  
Alan R. Carmichael  
Marlene J. Waymack  
T.J. Webb

February 13, 2019

Ryan M. S. Follett  
Executive Director  
Crater Regional Workforce Development Board  
22 W. Washington St.  
Petersburg, VA 23803

## **RE: Crater Regional Workforce Development Board – Chief Elected Officials Consortium Agreement and MOU**

Dear Mr. Follett:

On behalf of the Board of Supervisors for Prince George County, Virginia, we have reviewed the proposed documents presented to the regional Chief Elected Officials for consideration. On February 12, 2019 at our County Board meeting, County staff presented several changes and a possible alternate base agreement direction for discussion. As the County Board shall approve any document for the Chairman's signature, below are the suggested changes that the Prince George County Board of Supervisors would like to see incorporated in the documents:

- 1) Various grammatical suggestions and updates indicated in red.
- 2) Utilize the Shenandoah Valley Chief Elected Officials Consortium Agreement as a template to avoid powers granted under Virginia Code 15.2-1300. The Virginia Code 15.2-1300 section also calls for an ordinance to be passed in each municipality to enter this form of authority agreement. The Shenandoah Valley version has been attached for your review and would forgo the onerous state code process.
- 3) Do not allow the Crater Workforce Board the legal authority to borrow funds under Article III, Section 2, (F). Currently, the Crater Workforce Board has not been spending the annual appropriations allocated and the need to borrow funds does not appear necessary.



Ryan M. S. Follett  
February 13, 2019  
Page 2

- 4) Remove Article IV, Section 3, (D) which requires a unanimous vote to remove the Executive Director. No other regional Crater-based organization has this requirement. As such, the entire unanimous vote section does not seem prudent since it allows one municipal government to block a vote of the majority.

Thank you for your continued assistance with this process. Prince George County appreciates consideration of the proposed changes and, especially, the change to the Shenandoah Valley agreement model.

Sincerely,

Donald R. Hunter  
Chairman  
Prince George County Board of Supervisors