

Issue Analysis Form (rev. July 2013)



Date: December 10, 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. On February 12, 2019, County staff recommended several changes to the agreement. On November 27, 2019, the County was presented with clean copies of a revised version of both the agreement and resolution. County staff finds the revised versions acceptable and recommends approval to the Board of Supervisors.

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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If so, before what date?

After approval by resolution by Prince George County and the other member jurisdictions, the document may be executed and implemented by the Crater Regional Workforce Development Board.

Fiscal Impact Statement

No Prince George County local taxes are utilized. This agreement allows the allocation of federal funds through the Workforce Innovation and Opportunity Act of 2014, a national public workforce system.

County Impact

The Crater Regional Workforce Development Board is the 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 agreement.

Notes

The Chief Local Elected Official (CLEO) from each jurisdiction are granted powers under the WIOA to implement this federal workforce system and are ultimately responsible for the regional program.

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

THIS CHIEF ELECTED OFFICIALS CONSORTIUM AGREEMENT (the “Agreement”), dated for identification purposes as of _____, is made by and among the localities that execute this Agreement (the “Localities”) as described below.

RECITALS:

A. The Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128, codified at 29 U.S.C. § 3100 *et seq.*) (“WIOA”) is a federal statutory scheme designed to strengthen and improve the nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers. The goal of WIOA, in colloquial terms, is to provide job training in in-demand sectors and to match the newly-trained individuals with open job positions.

B. Title I of WIOA provides for regions to create and maintain “workforce development boards” (“WDBs”) to receive funds under WIOA and that are authorized to determine the mix of service provision, eligible providers, and types of training programs, among other decisions. WDBs are a component of a *demand-driven* workforce training and development system, in that such WDBs represent public-private partnerships but a majority of their members must be representatives of businesses.

C. The WDB for the Local Workforce Area 15 is the “Crater Regional Workforce Development Board” (the “CRWDB”). The CRWDB also constitutes a “local workforce development board” under the provisions of Virginia Code § 2.2-2470 *et seq.* The CRWDB has a Board of Directors (the “BOD”) that is responsible for governing its affairs and designing its policies and programs. The CRWDB has the responsibility to lead the development and implementation of workforce

programs and services in the Local Workforce Area 15 Local Workforce Development Area.

D. Pursuant to Section 107(c)(1)(B)(i) of WIOA (codified at 29 U.S.C. § 3122(c)(1)(b)(i)), when more than one locality is under the jurisdiction of a WDB, the various localities under the WDB may “execute an agreement that specifies the respective roles of the individual chief elected officials— (I) in the appointment of the members of the local board [i.e., the BOD of the CRWDB] from the individuals nominated or recommended to be such members in accordance with the criteria established under subsection (b); and (II) in carrying out any other responsibilities assigned to such officials under this subchapter.”

E. The Localities enter into this Agreement with the intent of making an agreement as described in 29 U.S.C. § 3122(c)(1)(b)(i) to provide procedures for the appointment of members of the BOD of the CRWDB and to discharge the other responsibilities assigned to the chief elected officials of the Localities under WIOA.

F. Virginia Code § 15.2-1303 empowers the Localities to “form and maintain associations for the purpose of promoting, through investigation, discussion and cooperative effort, the interest and welfare of the several political subdivisions of the Commonwealth, and to promote a closer relation between the several political subdivisions of the Commonwealth”. In negotiating, executing, and implementing this Agreement, the Localities exercise the powers granted to them under Virginia Code § 15.2-1303 to form the “Chief Elected Officials Consortium”, all as described herein.

G. Moreover, in addition to the municipal powers granted to the Localities as described in Recital F above, Virginia Code § 15.2-1300 also empowers the Localities to exercise their powers jointly by agreement, provided that such agreement meets certain criteria described in that statute. The Localities intend for this Agreement to be an agreement contemplated under Virginia Code § 15.2-1300 in order for the Localities to exercise, on a joint basis, the powers and responsibilities of their chief elected officials under Virginia Code § 2.2-2472(H).

NOW, THEREFORE, the Localities agree as follows:

1. **Creation of Consortium.** The Localities hereby create an association known as the “Crater Regional Workforce Chief Elected Officials Consortium” (the “Consortium”). The Consortium shall have the powers described in this Agreement or otherwise allocated to the Localities’ Chief Elected Officials under WIOA, but no other powers, and shall exercise its powers through the votes of its voting members.

2. **Purpose of Consortium.** The purpose of the Consortium shall be to plan, establish, and operate a Local Workforce Development Area (the “Area”) and Workforce Development Services Delivery System through the CRWDB according to the provisions of WIOA and the regulations promulgated thereunder, together with any and all other subsequent and relevant federal and Commonwealth of Virginia statutes, policies and interpretations.

3. **Area to be Served.** The Area to be served shall be known as the Local Workforce Area 15, shall be co-extensive with the area served by the CRWDB, and shall include the jurisdictions of the Counties of Dinwiddie, Greensville, Prince George, Surry, and Sussex, and the Cities of Colonial Heights, Emporia, Hopewell, and Petersburg, Virginia.

4. **Structure, Duties, and Responsibilities of the Consortium.**

(a) The Board of the Consortium shall be composed of 9 members; the Chief Elected Official (“CEO”) of each locality.

(b) The voting members of the Consortium shall be the CEO, or that official’s duly appointed designee. In Counties, the Chief Elected Official shall be the Chairman of the County’s Board of Supervisors. In Cities, the Chief Elected Official shall be the Mayor. In the event that the voting member of the Locality is to be the designee of the CEO, rather than the CEO personally, each Locality may determine how such designee is to be appointed and shall certify such appointment to the Consortium in writing as long as the designee is an elected member of the locality’s governing body. Each Locality may also designate one or more alternates, periodically, and shall provide in writing for alternates as long as the designee is an elected member of the locality’s governing body, a County Administrator or City Manager, or a Department Head to serve as voting members of the Consortium in the event that the CEO or the CEO’s designee, as applicable, is not present at a meeting of the Consortium; but no Locality shall be entitled to more than one voting member at any meeting of the Consortium. The attendance of a Locality’s alternate representative does not relieve such Locality of its fiscal liability or other responsibilities under this agreement and all applicable laws, regulations and policies.

(c) The term of office for a Consortium voting member or designee shall coincide with the term of the CEO term who serves on the Consortium.

(d) 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.

(e) Each voting member of the Consortium shall have one (1) vote.

(f) The Consortium shall hold regular meetings. A quorum is required for the Consortium to conduct business. A simple majority of the voting membership (5 of 9 jurisdictions) of the Consortium constitutes a quorum. The action of a simple majority of the members present and voting at a meeting at which a quorum is present is the action of the Consortium.

5. **Powers and Responsibilities of Consortium.** The Consortium shall collectively perform the following functions on behalf of the Localities, which functions are the responsibilities delegated to Chief Elected Officials under WIOA:

(a) Designate one of the Localities to serve as local grant recipient for the WIOA funds,

(b) Designate the CRWDB to serve as fiscal agent for the Consortium.

In its capacity as the fiscal agent of the Consortium, the CRWDB shall perform the following functions:

(i) Receive funds;

(ii) Ensure sustained fiscal integrity and accountability for expenditures of CRWDB funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations and Commonwealth of Virginia policies;

(iii) Respond to audit financial findings;

(iv) Maintain proper accounting records and adequate documentation;

(v) Prepare financial reports;

(vi) Provide technical assistance to sub recipients regarding fiscal issues;

(vii) Procure contracts or obtain written agreements;

(viii) Conduct financial monitoring of service providers;

(ix) Ensure independent audit of all employment and training programs; and

(x) Report periodically to the Localities regarding the CRWDB's finances.

(c) Designate the signatory authorities for the CRWDB fiscal agent to be the Executive Director, Secretary/Treasurer of the CRWDB and the CEO Consortium Chair.

(d) Determine the composition of the Statement of Economic Interest required annually from all members of the BOD of the CRWDB.

(e) Set policy for the local workforce development system in coordination with the CRWDB;

(f) Collaborate with the CRWDB to provide oversight of local Youth, Adult and Dislocated Worker programs and regional workforce development initiatives;

(g) Approve the annual local operating budget developed by the CRWDB;

(h) Perform other duties as may be prescribed from time to time for Chief Elected Officials under the WIOA or Virginia law; and,

(i) Establish such bylaws and such other rules as it deems necessary to govern its operations.

6. **Joint Responsibilities.** In addition, the Consortium may collaborate with the CRWDB on the following initiatives, each of which shall be subject to the final approval of the Consortium:

- (a) A local strategic workforce plan;
- (b) Selection of the One Stop Operator or a One-Stop Consortium;
- (c) An annual local operating budget;
- (d) Local performance measures for approval by the Governor;
- (e) An annual strategy for career pathways for youth opportunity;
- (f) Oversight of local youth activities and local employment and training activities.

7. **Appointment of members to the BOD of the CRWDB.** The BOD of the CRWDB consists of members, who are appointed by the Consortium. The Consortium shall ensure the membership and appointment of the CRWDB members are in accordance with WIOA and applicable State criteria. The CEO of each Locality may appoint up to three members to the BOD of the CRWDB. Appropriate consideration should be given to diversity considerations when appointing members to the BOD of the CRWDB to ensure racial, ethnic, and cultural diversity, as well as the diversity of individuals with disabilities from labor markets within the Area. All appointments of members shall be made in accordance with the requirements of WIOA, as amended from time to time, and in accordance with the requirements contained in the governing documents of the CRWDB and applicable law.

8. **Misuse of Funds.** When the CRWDB receives WIOA funds, the Commonwealth also provides an allocation (the “Allocation”) stating the percentage of such funds that are attributable to services provided to each Locality. As required under WIOA, each Locality shall be responsible, on a pro rata basis in accordance with the Allocation, for any misuse of funds received by the CRWDB under WIOA. Designation of a Locality or other entity as local grant recipient or fiscal agent does not relieve any other Locality from liability for any misuse of WIOA funds.

9. **Insurance.** The Consortium shall insure that the CRWDB procures and maintains insurance sufficient to safeguard the Consortium and its voting members, the Localities, CRWDB officers and members, and CRWDB employees from errors, omissions, and misuse of funds received and held by the Consortium, its grant recipient, fiscal agent, and the CRWDB.

10. **Conflicts of Interest.** Section 107(h) of WIOA (codified at 29 U.S.C. § 3122(h) prohibits a member of the Consortium from voting on a matter under consideration by the Consortium when:

(a) The matter concerns the provision of services by the member or by an entity that the member represents; or

(b) The matter would provide direct financial benefit to the member or the Immediate Family of the member; or

(c) The matter concerns any other activity deemed a conflict of interest as specified in the State and local Government Conflict of Interest Act, VA Code §2.2-3100 et. seq. and as specified under Virginia Workforce Development Board Policy 200-02 or CRWDB Policy OP 15-03. The term “Immediate Family” means wife, husband, son,

daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandson, granddaughter, grandparent, stepparent, stepchild, or any person residing in the same household.

11. **Confidentiality and Disclosure.**

(a) All information, whether transmitted orally or in writing, of such a nature that it is not, at that time, a matter of public record or public knowledge, is confidential. Members shall not disclose confidential information obtained in the course of or by reason of such member's membership on the Consortium to any person or entity not directly involved with the business of the Consortium.

(b) No member shall use confidential information obtained in the course of or by reason of such member's membership on the Consortium in any matter with intent to obtain financial gain for the member, the member's Immediate Family, or any business with which the member is associated. No member shall disclose confidential information obtained in the course of or by reason of his/her membership on the Consortium in any manner with the intent to obtain financial gain for any other person.

(c) Nothing in the foregoing provisions shall be construed to prevent any Locality from complying with its responsibilities under the Virginia Freedom of Information Act ("FOIA"). To the extent that FOIA is applicable to the Consortium (if any at all), the Consortium shall comply with FOIA.

12. **Termination, New Members, Withdrawal, and Amendment.**

(a) This Agreement shall be terminated upon the repeal of WIOA or successor legislation pertaining to workforce development, or upon mutual consent of at least two-thirds (2/3) of the voting members of the Consortium.

(b) A political subdivision of the Commonwealth of Virginia may petition the Consortium for membership provided that such political subdivision is part of the Area (as designated by the Governor in accordance with the provisions of WIOA). Upon approval of the voting members of the Consortium, such political subdivision shall become a member of the Consortium.

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

(d) This Agreement may be amended by unanimous consent of the Localities.

(e) Nothing in this Agreement shall be construed to waive any sovereign immunity to which a Locality is entitled.

(f) The parties do not anticipate that the Consortium will have any property; rather, WIOA funds are the property of the CRWDB. No Locality shall be obligated to make any appropriation under this Agreement except in the event that the CRWDB misuses funds that it received under WIOA, and then only as described in paragraph 8 above and to the extent that insurance or other funds are not otherwise available to make the repayments required under WIOA. Upon the termination of this Agreement any property of the Consortium shall become the property of the CRWDB.

13. **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.

14. **Effective Date.** This Agreement shall become effective upon full execution by each Locality and remain in effect for five years from the effective date. Should changes to this Agreement be required prior to the conclusion of the five-year effective period, the document will be updated for compliance with federal and state regulations and presented to the Consortium and to the Localities for consideration and renewal.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be valid as an original. It is not necessary that each Locality execute each counterpart, so long as each Locality has executed at least one counterpart. Facsimile or scanned signatures shall be valid as originals.

[signatures to follow on subsequent pages]

IN WITNESS WHEREOF each Locality has caused this Agreement to be executed in its name and on its behalf by its duly authorized agent:

DINWIDDIE COUNTY, VIRGINIA

By_(SEAL) _____ (Printed Name)
Its: _____ (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 2019, by _____, _____ for Dinwiddie County, Virginia as evidenced by the attached ordinance.

My commission expires: _____.
My registration number is: _____.

Notary Public

GREENSVILLE COUNTY, VIRGINIA

By (SEAL)

_____ (Printed Name)

Its: _____ (Title)

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 2019, by _____, _____ for County of Greenville, Virginia as evidenced by the attached ordinance.

My commission expires: _____.

My registration number is: _____.

Notary Public

PRINCE GEORGE COUNTY, VIRGINIA

By (SEAL) _____ (Printed Name)
Its: _____ (Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
____ day of _____, 2019, by _____,
_____ for the County of Prince George, Virginia as
evidenced by the attached ordinance.

My commission expires: _____.
My registration number is: _____.

Notary Public

SURRY COUNTY, VIRGINIA

By_(SEAL) _____(Printed Name)
Its: _____(Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 2019, by _____, _____ for the County of Surry, Virginia as evidenced by the attached ordinance.

My commission expires: _____.
My registration number is: _____.

Notary Public

SUSSEX COUNTY, VIRGINIA

By_(SEAL)

(Printed Name)

Its: _____
(Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 2019, by _____, _____ for County of Sussex, Virginia as evidenced by the attached ordinance.

My commission expires: _____.

My registration number is: _____.

Notary Public

CITY OF COLONIAL HEIGHTS, VIRGINIA

By_(SEAL) _____(Printed Name)
Its: _____(Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
_____ day of _____, 2019, by _____,
_____ for the City of Colonial Heights, Virginia as
evidenced by the attached ordinance.

My commission expires: _____.
My registration number is: _____.

Notary Public

CITY OF EMPORIA, VIRGINIA

By_(SEAL)

_____(Printed Name)
Its: _____(Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
____ day of _____, 2019, by _____
_____ for the City of Emporia, Virginia as evidenced by
the attached ordinance.

My commission expires: _____.
My registration number is: _____.

Notary Public

CITY OF HOPEWELL, VIRGINIA

By (SEAL)

Its: _____ (Printed Name)

(Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
____ day of _____, 2019, by _____
_____ for the City of Hopewell, Virginia as evidenced by
the attached ordinance.

My commission expires: _____.
My registration number is: _____.

Notary Public

CITY OF PETERSBURG, VIRGINIA

By (SEAL)

(Printed Name)

Its: _____
(Title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
____ day of _____, 2019, by _____,
_____ for City of Petersburg, Virginia as evidenced by the
attached ordinance.

My commission expires: _____.
My registration number is: _____.

Notary Public

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 10th day of December, 2019.

Present:

Donald R. Hunter, Chairman
Floyd M. Brown, Jr., Vice-Chairman
Alan R. Carmichael
Marlene J. Waymack
T. J. Webb

Vote:

C-5

On motion of _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; EXECUTION OF THE CRATER REGIONAL WORKFORCE DEVELOPMENT BOARD, LOCAL WORKFORCE AREA 15, CHIEF ELECTED OFFICIALS CONSORTIUM AGREEMENT

WHEREAS, Prince George County, Virginia is a member of the Crater Region, Local Workforce Area 15;

WHEREAS, through federal funding, the Workforce Innovation & Opportunity Act (WIOA) provides workforce training and other services to the Prince George County, Virginia area; and

WHEREAS, the Crater WIOA member jurisdictions wish to jointly perform the responsibilities prescribed under the federal WIOA; and

WHEREAS, the Crater Region Chief Elected Officials Consortium Agreement describes the responsibilities and operational powers of the locality.

NOW, THEREFORE, BE IT RESOLVED that the Prince George County, Virginia Board of Supervisors this 10th of December, 2019, authorize the execution of the Crater Region Chief Elected Official Consortium Agreement.

A Copy Teste:

Percy C. Ashcraft
County Administrator