

New River/Mount Rogers Workforce Investment Area Consortium Board Executive Committee

MEETING MINUTES

June 21, 2010

A meeting of the NR/MR WIA Consortium Board's Executive Committee was held on June 21, 2010 at the Wythe County Administrative Offices. Those in attendance were as follows:

Council Members

David Hutchins- Chair
Bill Brown
Bucky Sharitz
Mike Maynard
Bruce Brown

Staff

Ronnie Martin
Marty Holliday

Guest

Martha Samples – WIB Chair
Kevin Byrd, NRV PDC

At 6:37PM Chairman Hutchins called the meeting to order and opened with a prayer.

Chairman Hutchins requested that the members review the minutes from the April 22, 2010 meeting. Mr. Maynard made a motion to approve the minutes. Mr. Sharitz seconded the motion and the motion was approved unanimously.

Mr. Byrd distributed a revised copy of the Fiscal Agent Agreement. The Committee reviewed each section of the agreement with Mr. Byrd. Lengthy discussions took place around cost of the agreement and duties of the PDC staff and the Consortium Board Executive Director. Corrections were made to the revised Fiscal Agent Agreement (see attached). Mr. Sharitz made the motion to approve the corrected, revised Fiscal Agent Agreement for PY 10, starting July 1, 2010. Mr. Bill Brown seconded the motion and a called vote was taken:

Mr. Maynard – yes, Mr. Bruce Brown – yes, Mr. Sharitz – yes, Mr. Bill Brown – yes, Mr. Hutchins – yes

Chairman Hutchins asked Mr. Byrd to make the corrections and distribute to the Executive Committee, Mr. Martin and Ms. Phyllis Katz for a final review before he (Chairman Hutchins) signs it.

At 7:57PM Mr. Maynard made the motion that the Executive Committee enter Closed Session pursuant to VA Code Section 3711 (A1) for the discussion of Personnel. Mr. Bruce Brown seconded the motion and the motion was passed unanimously.

At 8:12PM Mr. Bill Brown made the motion to reopen the meeting certifying that all discussion was related to VA Code Section 3711 (A1) for the discussion of Personnel. Mr. Maynard seconded the motion and the motion passed unanimously.

Mr. Bill Brown made the motion to promote Ms. Marty Holliday to the position of Deputy Director. Mr. Bruce Brown seconded the motion and a called vote was taken:

Mr. Maynard – yes, Mr. Bruce Brown – yes, Mr. Sharitz – yes, Mr. Bill Brown – yes, Mr. Hutchins – yes

Mr. Bruce Brown made the motion to approve the recommended staff compensation changes, effective July 1, 2010. Mr. Bill Brown seconded the motion and a called vote was taken:

Mr. Maynard – yes, Mr. Bruce Brown – yes, Mr. Sharitz – yes, Mr. Bill Brown – yes, Mr. Hutchins – yes

Chairman Hutchins asked Ms. Samples and her Personnel Committee to make any necessary changes to staff job descriptions, including any changes to the Executive Director job description due to duties contained in the Fiscal Agent Agreement and to develop a new job description for the Deputy Director.

With no further business to discuss the meeting was adjourned at 8:20PM.

Respectfully Submitted,

Marty Holliday
Program Planner

**NEW RIVER/MOUNT ROGERS
WORKFORCE INVESTMENT AREA
FISCAL AGENT SERVICE AGREEMENT**

This Agreement entered into this _____ day of _____, 2010 by and between the **Pulaski County Board of Supervisors** (the grant recipient of Workforce Investment Act funds for the New River/Mount Rogers Workforce Investment Consortium), hereinafter called the “Grant Recipient,” the **New River/Mount Rogers Local Workforce Investment Area Consortium**, hereinafter called the “Consortium” and the **New River Valley Planning District Commission**, hereinafter called the “Fiscal Agent.” This Agreement is being entered into pursuant to section 117(d)(3)(B) of the Workforce Investment Act of 1998 and pursuant to Article V, Section 2 of the Joint Powers Agreement entered into by the thirteen member jurisdictions forming the New River/Mount Rogers Local Workforce Investment Area Consortium under the Workforce Investment Act (P.L. 105-220) (the “WIA”).

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

SCOPE OF SERVICES AND RESPONSIBILITIES:

The Fiscal Agent will receive and manage all formula WIA funds for the area including Adult, Dislocated Worker, and Youth, as well as state reserve WIA, AARA, other federal funds allocated to the local workforce area, and grants and Agreements. The Fiscal Agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting and reporting of WIA and all other grant funds for the Consortium during the period.

The Fiscal Agent duties and responsibilities shall be performed for the direct benefit of the Consortium and performed in accordance with, and governed by, applicable WIA and Wagner-Peyser Act regulations. The Fiscal Agent’s work shall be performed in accordance with the policies and procedures of the Workforce Services Division of the Virginia Community College System (the “VCCS”). In addition the Fiscal Agent will provide services related to grants management, general accounting and financial services, oversight for fund integrity, staff support and technical assistance on fiscal matters.

The Fiscal Agent shall cooperate with and assist the Consortium Board and the New River Mount Rogers Workforce Investment Board (the “WIB”) with their workforce objectives in conformity with WIA and Wagner-Peyser regulations.

The Fiscal Agent has no duties or responsibilities for the oversight, management or results of any program for which funds are disbursed. The Fiscal Agent does not make decisions about who receives the money or approve budgets. The Fiscal Agent will serve as an accounts payable and receivable operation. The Fiscal Agent disburses the funds at the direction of the Consortium

Board as long as those directives do not violate any provision of WIA or OMB Circulars or Federal Acquisition Regulations (FAR). The federal funds will pass through the operation based on a reimbursement basis. ~~cash requests to the VCCS as a result of bi-weekly accruals of cash projections.~~ The Fiscal Agent, its employees, or its subcontractors, may not provide WIA Title I core, intensive or training services or other direct job seeker workforce services in the area where the entity is the Fiscal Agent.

The Fiscal Agent will exercise the degree of skill and care expected by the financial reporting and accounting profession. The Fiscal Agent accepts responsibility for the quality, accuracy, and timeliness of the work performed by the Fiscal Agent and its employees, subcontractors, and agents. The Fiscal Agent accepts financial responsibility for any errors and omissions that cause harm to the Consortium and for the faithful performance of its employees, including employee theft.

The detailed scope of work is attached as Exhibit A and hereby is incorporated and made a part of this Agreement.

PERIOD OF PERFORMANCE: The term of this Agreement shall be for one year commencing on July 1, 2010 and continuing through June 30, 2011. This Agreement may be extended for one (1) or more additional years if agreed to in writing by the parties.

COMPENSATION AND METHOD OF PAYMENT: The Fiscal Agent shall be compensated for services rendered under this Agreement during the term a total amount of Sixty Four Thousand Dollars and No Cents (\$460,000.00) to be invoiced in four installments. ~~twelve equal monthly installments beginning on the first of every month commencing on August 1, 2010.~~ Upon receipt of an invoice from the Fiscal Agent, and as approved by the Consortium's Executive Director, payment will be made to the Fiscal Agent within thirty (30) days in the following increments.

- \$20,000 to be paid by July 15
- \$20,000 to be paid by October 15
- \$10,000 to be paid by January 15
- \$10,000 to be paid by April 15

FUNDING OF SERVICES: Only Workforce Investment Act funds allocated to the New River/Mount Rogers Workforce Investment Area Grant Recipient will be used to pay for services contained in this Agreement. The Fiscal Agent will be immediately notified in writing should the Grant Recipient or the Consortium Board receive insufficient funds from the funding sources previously identified to pay for the requested services. All services contained in this Agreement will cease upon Fiscal Agent receipt of written notification and the Grant Recipient will ensure that the Fiscal Agent receives payment for all services delivered prior to the cessation of this Agreement.

EMPLOYEES: The Fiscal Agent will continue to serve as the payroll and benefits administrator for the employees of the Consortium. The Fiscal Agent will handle all payroll processing, wage reporting, payment for benefits including retirement, health care, workers' compensation, and unemployment compensation for the term of this Agreement. All personnel costs shall be billed

~~from the accounts maintained in the name of the Consortium.~~ It is recognized that for all employment purposes, the NRVPDC is not the statutory or common law employer of the Consortium employees. The Executive Director of the Consortium is responsible for maintaining all time records required under the Fair Labor Standards Act, all leave records, and personnel records. In order for the processing of payroll, the Executive Director shall provide the Fiscal Agent time and leave records of Consortium employees on a schedule established by the Fiscal Agent.

OWNERSHIP OF DOCUMENTS: All records of the Fiscal Agent relating to this Agreement and performance there under (the "Consortium Records") are official records of the Consortium and shall be subject to the Virginia Freedom of Information Act and/or the Government Data Collection and Dissemination Act (Va. Code §§ 2.2-3700 et. seq. and 2.2-3800 et. seq.). The Consortium Records shall be made available to the Grant Recipient, Consortium Board members and its staff, and agents upon their request. At the termination of this Agreement, the Consortium Records shall be returned to the Consortium within ten (10) business days.

TERMINATION: This Agreement may be terminated by either party provided that sixty (60) days written notice of intent to terminate be provided. Should this Agreement terminate prior to June 30, 2011, or any subsequent term, the cost to the Grant Recipient will be based on the rate of 1/12 of the agreed upon price for each month that the Fiscal Agent provided the requested services. If all funds have been delivered to the Fiscal Agent prior to notice to terminate this Agreement, the Fiscal Agent agrees to reimburse the Grant Recipient for all remaining months on this Agreement at the aforementioned rate.

MISCELLANEOUS: No delay or omission by any party hereto to exercise any right or power accruing upon any non-compliance or default by any party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as otherwise may be herein provided. A waiver by either party of any covenant, condition of the Agreement to be performed by the other party shall be in writing and shall not be construed to be a waiver of any succeeding breach of any covenant, condition or Agreement herein contained.

This Agreement and all of the provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any legal action or suit in connection with or arising out of this Agreement shall lie in Pulaski County, Virginia. The parties hereto hereby covenant and agree that any such action or suit shall be brought only in the Circuit Court of Pulaski County, Virginia, and in no other court.

This Agreement represents the entire Agreement between the parties, and shall not be modified except in writing signed by all the parties. This Agreement may be executed in two or more

counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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

**New River Valley Planning District
Commission**

Pulaski County, Virginia

BY: _____
Kevin Byrd

BY: _____

TITLE: Executive Director

TITLE: Chairman, Pulaski County Board of
Supervisors (Grant Recipient)

ADDRESS:
New River Valley Planning District
Commission

ADDRESS:
Pulaski County Board of Supervisors

6580 Valley Center Drive, ~~Box 21~~ Suite 124
Radford, Virginia 24141

143 Third Street NW, Suite 1
Pulaski, Virginia 24301

**New River Mount Rogers Workforce
Investment Act Consortium**

BY: _____
David Hutchins

TITLE: Chair

ADDRESS:

Approved as to Form

_____, June ____, 2010
Phyllis Katz, Attorney for Consortium

SCOPE OF SERVICES AND RESPONSIBILITIES

NEW RIVER/MOUNT ROGERS WORKFORCE INVESTMENT AREA

FISCAL AGENT SERVICES

Acceptance and Maintenance of WIA Funds

1. The Fiscal Agent shall be responsible for up fronting cost of Consortium operating expenses and shall be reimbursed for eligible expenses. ~~project cash needs and request cash to coincide with timely payment to service providers.~~
2. The Fiscal Agent will receive and manage all funds in compliance with applicable state and federal laws, Consortium policy, and fund-specific regulations; and ensure internal controls to maintain fiscal integrity.
3. ~~The Fiscal Agent shall establish and maintain a separate depository for WIA funds.~~ Unless the Fiscal Agent is given other instructions in writing, the Fiscal Agent is not required to maintain separate depositories for the various grant funds.

Disbursement of Funds

1. The Fiscal Agent shall disburse WIA Title I-B funds (“Funds”) in accordance with the Workforce Investment Act of 1998, the WIA Final Regulations, published 8/11/2000 and the One-Stop financial management guide.
2. Disbursements shall be made by the Fiscal Agent from available funds at the direction of the Consortium Board acting through its Finance Committee and/or its the Consortium Executive Director within a reasonable time following receipt of complete and accurate requests for reimbursement and in compliance with WIA regulations.
3. The Fiscal Agent shall reimburse lower tier sub-recipients according to the applicable cost principles found in OMB Circular A-21, Cost Principles for Educational Institutions; A- 87, Cost Principles for State, Local and Indian Tribal Governments; and A-122, and Cost Principles for Non-Profit Organizations. The OMB circulars are incorporated herein by reference and are further specified in program regulations at 29 CFR 95.27 and 29 CFR 97.22. For commercial organizations acting either as a direct grant holder or as a subrecipient to a direct grantee, the cost principles detailed in the FAR, 48 CFR Part 31, apply.
4. The Fiscal Agent shall disburse funds based upon original invoices or payroll records at the direction of the Consortium Consortium Executive Director. Prior to paying on any accounts

payable, the Fiscal Agent shall submit to the Consortium [Finance Committee](#) an Accounts Payable Register for ~~the Chair to sign and authorize payments~~ [review and approval](#) on such accounts. [The Fiscal Agent shall make the Accounts Payable Register available to the Consortium Finance Committee via email with three business days to review prior to funds being dispersed.](#)

Accounting of Funds

1. The Fiscal Agent will maintain an accounting of all revenue, expenditures, program income, and applicable credits associated with the WIA funds by funding stream, for the duration of the term of its services.
2. The Fiscal Agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other federal or state regulatory requirements and limit risk of questioned or disallowed costs.
3. The Fiscal Agent will implement any such type of invoicing system, or procedures deemed necessary by the Consortium and the Fiscal Agent in order to comply with its duties and responsibilities as Fiscal Agent.
4. The Fiscal Agent will maintain an accounting of expenditures by expense type and service provider/vendor.
5. Using up-to-date fund accounting software the Fiscal Agent will establish and maintain appropriate ledgers to manage obligations and expenditures of funds.
6. The Fiscal Agent/[Consortium Executive Director](#) will establish procedures and processes to ensure that all amounts receivable or due to the local workforce area are collected and recorded on a timely basis.
7. The Fiscal Agent will maintain a record of all financial transactions for the WIA and other funds allocated and expended in the local workforce area.
8. As needed, the Fiscal Agent will assist with cost allocation planning, reporting, invoicing and documentation procedures and other fiscal management procedures.

Financial & Grant Reporting

1. To support the oversight role of the Consortium the Fiscal Agent will prepare and disseminate financial reports on a monthly basis in formats prescribed by the entities to identify revenues, expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and lower tier sub-recipients.
2. The Fiscal Agent will develop standard financial reports, accessible to the Consortium, its Finance Committee, and its Executive Director.

~~3. The Fiscal Agent will report on an accrual basis via the VCCS's prescribed grantee reporting system.~~

4. The Fiscal Agent will report total obligations by funding stream on a quarterly basis.

5. On a monthly basis, the Fiscal Agent will provide financial reports to the ~~Consortium Board~~ Consortium Executive Director.

6. The Fiscal Agent will coordinate with the Executive Director to ensure that the parties are informed as to the appropriate expenditure of WIA funds in conformance with Federal and State Regulations and WIA provisions, and other rules and regulations such as OMB and FAR and that expenditures of these funds are properly and accurately accounted for.

7. In a timely manner, the Fiscal Agent will work with the Consortium Executive Director to will prepare required federal and state financial reports associated with management of grant funds.

~~8. The Fiscal Agent will provide reports and other assistance to the Consortium Board to monitor fiscal performance of all lower tier sub-recipients and budgets to ensure that expenditures conform to funding conditions.~~

9. The Fiscal Agent will be required to prepare financial reports and grant closeouts at the direction of the funding sources.

Auditing of Funds

The Fiscal Agent shall arrange for an annual audit of all funds.

Payroll Services

1. The Fiscal Agent shall process payroll for Consortium staff on the same basis as payroll is processed by the Fiscal Agent for its employees, including the payment of all federal and state taxes including federal and state unemployment taxes, social security and Medicare. Such payroll disbursements shall be made consistent with state law requirements, ~~and made from the funds deposited in an account in the name of the Consortium.~~

2. The Fiscal Agent shall enroll Consortium employees in the Virginia Retirement System and Local Choice Health Plan and make payments on a monthly basis to such plans to assure uninterrupted coverage under both benefit plans.