

AMENDED MEMORANDUM OF AGREEMENT BETWEEN THE ARLINGTON COUNTY GOVERNMENT REPRESENTED BY THE ARLINGTON EMPLOYMENT CENTER AND THE NORTHERN VIRGINIA WORKFORCE DEVELOPMENT BOARD d/b/a SKILLSOURCE, GROUP, INC. REGARDING FIDUCIARY DUTIES FOR DISTRIBUTION OF THE VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT ("VDEM") AWARD OF US DEPARTMENT OF DEFENSE, OFFICE OF ECONOMIC ADJUSTMENT, COMMUNITY PLANNING ASSISTANCE FUNDS GRANT (CFDA #12.614)

I. INTRODUCTION

Whereas the Northern Virginia Workforce Investment Board is now the Northern Virginia Workforce Development Board, and all amendments to the agreement herein are therefore made by and between the Arlington Employment Center ("AEC"), an agency and agent of the Arlington County Board; and the Northern Virginia Workforce Development Board d/b/a SkillSource Group, Inc. ("SkillSource"), representing Prince William, Fairfax, and Loudoun Counties, Northern Virginia Community College, and the cities of Falls Church, Manassas, and Manassas Park (collectively the Parties). The amended agreement serves to carry out the management and distribution of U.S. Department of Defense, Office of Economic Adjustment, Community Planning Assistance Funds granted to AEC by VDEM ("VDEM Grant").

The VDEM Grant awarded to the Arlington County Government totals Seven Hundred and Sixty Thousand, Nine Hundred and Four Dollars (\$760,904) for FY 2015. \$582,904 of this grant is federally funded and the completion date for this portion of the grant is changed from June 30, 2015 to June 30, 2016 as 'No Cost Extension'. The purpose of the VDEM Grant is to fund a regional comprehensive workforce development/employment program for employees of the Department of Defense contracting companies who become dislocated due to reductions in the federal budget and/or manpower reductions in the U.S. Armed Forces. The program will assist dislocated workers in obtaining and retaining employment. As per the stipulations of the VDEM Grant, AEC will act as the fiduciary agent for the VDEM Grant award with funds to be divided among the City of Alexandria, Arlington County, and SkillSource in accordance with the terms of this Agreement.

II. RESPONSIBILITIES OF THE PARTIES

Arlington County Government will serve as the fiscal and coordinating agent for the VDEM grant and shall:

1. Receive, process and submit to VDEM, all timely received and compliant monthly financial reports required for reimbursements for purchases, personnel expenses and contracted personnel.

2. Distribute and pay all VDEM-approved reimbursements for expenses listed in item 1.
3. Report quarterly to the grantor on behalf of all entities involved in the project implementation on outcome metrics for the project.
4. Serve as the primary point of contact with VDEM to ensure that all aspects of the VDEM Grant are carried out in conformance with the VDEM Grant requirements.

SkillSource shall:

1. Submit to AEC completed monthly Programmatic Outcome reports as outlined in "Attachment A" (Programmatic Outcomes) by the 10th of each month following the month of activity reported. Additionally, a narrative description of activities including a comparison of projected activities with actual activities is required.
2. Submit to AEC completed monthly Financial Reports in accordance with the requirements set forth in "Attachment B" (Financial Reports and Supporting Documentation for VDEM Grant) and "Attachment C" (Supporting Documentation List) of this Agreement. Submissions shall be received by AEC by the 10th of each month for reimbursement of any and all purchases or expenditures made in relation to the VDEM Grant. The encumbrance date must not be after the invoice date or payment date. However, the encumbrance date and all supporting documentation may date back to July 1, 2013.
3. Make available any additional supporting documentation if required by VDEM.
4. Submit all reports to:
Ela Bledowski, Finance Manager
Arlington Employment Center
Planning & Finance Unit
2100 Washington Blvd., 1st Floor
Arlington, VA 22204

III. DURATION OF AGREEMENT

This Agreement shall be effective on the date the last Party to the Agreement executes the Agreement, and shall remain in effect until June 30, 2016.

IV. FUNDING AND PAYMENT

1. The amount of funds provided by AEC under this Agreement shall not exceed the actual cost of funds expended for the provision of the VDEM Grant program.
The Requests for Reimbursement will be submitted using the template in "Attachment E".

2. The amount of VDEM Grant funds allotted shall be in accordance with "Attachment D" (SkillSource Reimbursement Budget). However, Parties acknowledge and agree that the budgets designated for training for impacted workers and seminars by national experts may be modified at any time via transfer of any portion of budgeted VDEM Grant funds to the other for the other Party's use with confirmed amendment of this document.
3. AEC shall make all reimbursement payments to SkillSource within 30 days after receiving funds from the VDEM.
4. AEC reserves the right to require submission of any additional documentation pertaining to allowable budgeted expenses incurred or services performed while implementing the project by SkillSource as required by the VDEM.

V. TERMINATION

The Parties may terminate this Agreement in whole or in part by giving sixty (60) days notice to the other Party, when it is in the best interest of either Party to do so based on the following grounds:

1. Lack of funding to meet the requirements of this Agreement;
2. Changes in applicable Federal, State, and Local law or policies that affect services to be rendered pursuant to this Agreement or make performance of the Agreement impossible or unduly burdensome;
3. Failure of either or both Parties to abide by applicable laws, rules, or regulations, which govern the performance of this Agreement; and
4. Material breach of any terms of this Agreement.

VI. MODIFICATIONS

Any modification of this Agreement, including any extension of this Agreement, and budget modifications shall be valid only when reduced to writing, duly signed by both Parties, and attached to the original of this Agreement.

VII. RECORDS MAINTENANCE

Parties agree to retain all records pertinent to this Agreement for a period of five (5) years.

VIII. ASSIGNMENT

Neither Party shall assign, transfer, or convey this Agreement, or any part thereof, without the prior written consent of the other Party and VDEM.

IX. INDEMNITY

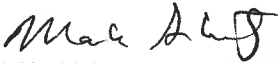
To the extent permitted by law both Parties agree to be responsible for the acts and omissions of their agents and employees arising out of their official duties that result from activities associated with this Agreement. However, nothing in this Agreement creates a cause of action or right in any third party and nothing in this Agreement shall operate as a waiver of sovereign immunity or any other defense. Each Party certifies and represents that at all times during which this Agreement is in effect, that it maintains adequate insurance coverage at a minimum of one million dollars (\$1,000,000.00) to cover any damages that may arise as a result of activities associated with this Agreement.

X. INTEGRATION

This Agreement, which includes Attachment A (Programmatic Outcomes); Attachment B (Financial Reports and Supporting Documentation for VDEM Grant); Attachment C (Supporting Documentation List); Attachment D (SkillSource Reimbursement Budget); and Attachment E (Request for Reimbursement) shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations, other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written, or verbal, between the Parties hereto.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as follows:

Mark Schwartz, County Manager
2100 Clarendon Blvd., Suite 302
Arlington, VA 22201



(Signature)

6/28/2016
(Date)

David Hunn, Executive Director
Northern Virginia Workforce Development Board
8300 Boone Blvd.
Vienna, VA 22812



(Signature)

6-14-2016
(Date)

**Programmatic Outcomes
The SkillSource Group, Inc.**

Minimum program outcomes shall consist of the following as identified below.

Months	Monthly Defense Employer Outreach Visits	Monthly Dislocated Worker Jobseekers Served	Monthly Dislocated Worker Jobseekers Placed into New Employment	Monthly Dislocated Worker Enrolled into Training
January 2016 Projected	6	5	2	4
January 2016 Actual				
February 2016 Projected	6	6	2	5
February 2016 Actual				
March 2016 Projected	8	8	4	5
March 2016 Actual				
April 2016 Projected	10	8	6	4
April 2016 Actual				
May 2016 Projected	10	8	6	4
May 2016 Actual				
June 2016 Projected	12	8	6	5
June 2016 Actual				
Projected Totals:	76	57	29	38
Actual Totals:	22	9	1	3

Attachment B

Financial Reports and Supporting Documentation for VDEM Grant

Monthly Requests for Reimbursement (Attachment E) must be delivered to the Arlington Employment Center by the 10th of the following the reporting month. Original documents with original signatures are required for timecards, contracts, and invoice approval and must be submitted along with the monthly Request for Reimbursement of expenses.

Reimbursements will not be made until all the proper documentation is approved by the grantor agency i.e. VDEM. All parties agree to provide additional supporting documentation if required by the grantor agency.

Address for submission of reports:
Ela Bledowski
Arlington Employment Center
Planning & Finance Unit
2100 Washington Blvd, 1st Floor
Arlington, VA 22204

Required documentation

1. Required documentation for purchases:

a) Proof of Encumbrance

Proof of encumbrance (usually a Purchase Order or contract) must be dated between July 1, 2015 and before June 30, 2016.

All training services must be paid and invoiced by July 20, 2016.

b) Proof of Payment

Proof of Payment must be dated on or after encumbrance date and before July 20, 2016.

Preferred proof of payment is a scanned copy of the check with a number and date.

Minimum proof of payment is a detailed print screen from the accounting system that includes check number or transaction number and the date when the check or payment was cleared.

For credit card payments minimum required documentation will be a copy of the online order or store receipt, the credit card bill and proof of payment of the credit card.

Purchasing decisions should be made with these deadlines & requirements in mind.

**Attachment C List of supporting documentation
 Virginia Department of Emergency Management Grant
 SkillSource for:**

supporting documentation must be attached to Request for Reimbursement and numbered according to this list
 encumbrance date must not be after invoice date or payment date

Budget Category	Expense # (write on document)	invoice documentation & date	invoice amount	proof of payment amount
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
	18			
	19			
	20			

Attachment D for grant extension: July 1, 2015 – June 30, 2016

Budget for SkillSource

Seminars	\$40,000
Training for Impacted Workers	<u>\$140,000</u>
Total	<u>\$180,000</u>

Requests for Reimbursement and must be presented using Attachments C and E.

A large grid of empty lines provided for entering reimbursement requests. The grid consists of approximately 20 columns and 25 rows of horizontal lines, creating a form for detailed budget entries.

Attachment E Request for Reimbursement
Virginia Department of Emergency Management Grant
 The SkillSource Group, Inc

Request for Reimbursement for: **Jan-16**

	Budget	Prior Month Cumulative	Invoice Amounts	Available Balance
National Experts - Seminars	\$40,000.00	\$0.00	\$0.00	\$40,000.00
Training for Impacted Workers	\$140,000.00	\$0.00	\$0.00	\$140,000.00
Total	\$180,000.00	\$0.00	\$0.00	\$180,000.00

I understand that reimbursement will not occur until all supporting documentation is submitted to and approved by the grantor agency (VDEM).

Signature of Authorized Individual: _____
 Date: _____

