

Shared Governance Agreement

As stated in the Workforce Innovation and Opportunity Act (“WIOA”) section 107(d) and 20 CFR § 679.370, the Local Chief Elected Official (“LCEO”) and the Local Workforce Development Board (“LWDB”) share governance responsibility for LWDB functions for the Local Workforce Development Area (“LWDA”) such as local planning, program oversight, negotiating local performance accountability measures, selection of operators and providers, and approving a budget for LWDB activities.

For Pima County, the LCEO is the Chair of the Pima County Board of Supervisors (“BOS Chair”) and the LWDB is known as the Pima County Workforce Investment Board (“WIB”).

The BOS Chair and the Pima County WIB have entered into this written partnership agreement that describes how each will carry out their shared governance functions and meet other LWDB requirements such as membership criteria, setting local policy for the local workforce area, per WIOA 20 CFR § 679.310(b), and communicating with the LCEO and the public.

The Arizona Workforce Development Board, known as the Workforce Arizona Council (“WAC”), is the designated representative of the Governor and provided the WAC WIOA *Local Governance Policy 01-2016* and State Workforce Policy #1 *Local Governance* for guidance.

NOW, THEREFORE, in accordance with WIOA section 121(d)(2)(A), 20 CFR § 678.600 – 678.635 and the WAC Policies, the BOS Chair and the WIB agree as follows:

1.0 Shared Governance Agreement (“Agreement”)

- 1.1 Outline. This Agreement, in regard to the ARIZONA@WORK Pima County One-Stop workforce development system, outlines the roles, responsibilities, and authority of the BOS Chair and the WIB.
- 1.2 Support. This Agreement supports the WAC’s vision for the WIB as stated in the WAC Policy 01-2016 paragraph IV.
- 1.3 Purpose. This Agreement confirms the purpose of the WIB as stated in the WAC Policy 01-2016 paragraph IV, sections 1, 2, and 3 and WIOA 20 CFR § 679.300 b.
- 1.4 Guidance. This Agreement provides guidance on the appointment and certification of the WIB.
- 1.5 Local Area Designation. This Agreement describes the process for local area designation.

- 2.0 **WIB Membership**. The WIOA section 107(c)(1) authorizes the BOS Chair to appoint the members of the WIB in accordance with the composition requirements established by the WIOA and the Governor, in partnership with the WAC in accordance with WIOA section 107(b)(1). Authority to appoint WIB members lies solely with the BOS Chair.

- 2.1 WIB Chair. The LWDB membership selects the LWDB Chair.
- 2.2 Terms. Appointment terms are staggered to ensure that only a portion of membership expires in a given year.
 - 2.2.1. Members who served the terms set forth in paragraph 2.3.1 were determined by lot and proportionately distributed to ensure that the categories of membership remained compliant with WIOA requirements and the WIB By-laws.
 - 2.2.3. Members appointed after March 31, 2016, will serve three (3) years terms, unless appointed to fill a vacancy. Members appointed to fill vacancies will serve the remaining term of the member's predecessor.
- 2.3 Representation. The BOS Chair will ensure the WIB representation is fair and equitable across the local area by appointing members who:
 - 2.3.1. Represent small and large employers, workforce, labor organizations, educational institutions, required core program partners, and others in accordance with WIOA section 107(b)(2).
 - 2.3.2. Provide employment opportunities in local in-demand industry sectors or occupations.
 - 2.3.3. Represent diverse demographic and geographic areas within Pima County.
- 2.4 Nominations. For each WIB member position that requires a nomination, the nominating organization must address and submit a letter to the BOS Chair, WIB Chair, WIB Director, Pima County Community & Workforce Development Department ("CWD") Director, and the Pima County CWD Operations Deputy Director. This letter is to be signed by the applying member's chief executive officer or designee identifying the individual being nominated. The letter must acknowledge the nominee's optimum policy-making or hiring authority and include documentation of curriculum vitae, resume, or work history supporting the qualifications of the nomination.
 - 2.4.1 The BOS Chair, WIB Chair, WIB Director, CWD Director, and CWD Operations Deputy Director will review nomination and:
 - 2.4.1.1 Confirm eligibility of each nominee.
 - 2.4.1.2 Receive input regarding the nominees from interested parties.
 - 2.4.1.3 Present the nominee to the BOS Chair for review and, if satisfactory, with a recommendation for appointment.
- 2.5 Appointments. WIB member appointments will be made by the appointing BOS Chair and:
 - 2.5.1 The Pima County Clerk of the Board's ("COB") Notice of Appointment letter will serve as the official communication.
 - 2.5.2 The COB, on behalf of the BOS Chair, will provide the official communication to the applicant and the LWDB staff for notification of the approved or not approved appointment.

- 2.5.3 In partnership with the BOS Chair, the LWDB staff, will forward the official communication to the WIB Chair, WIB Board Development Committee, the general WIB membership, the CWD Director, and the CWD Operations Deputy Director.
- 2.6 Change in Status. WIB members who no longer hold the position or status that made them eligible members must notify the WIB Chair and WIB Director, immediately and resign or be removed.
 - 2.6.1 The WIB Director will notify the BOS Chair when a WIB member resigns or needs to be removed.
 - 2.6.1.1 The WIB Chair, in consultation with the CWD Operations Deputy Director, may recommend that the BOS Chair remove a member if the member:
 - 2.6.1.1.1 No longer possesses the qualifications of membership which were the basis for the member's initial appointment; or
 - 2.6.1.1.2 Is not qualified to fill a vacancy in a different category.
 - 2.6.2 The WIB Chair, in consultation with the CWD Deputy Director Operations, may recommend to the BOS Chair that the member be reappointed to the WIB if the member changed employers or their job title and they are:
 - 2.6.2.1 Eligible to represent the same category; or
 - 2.6.2.2 Eligible to fill a vacancy in a different category.
- 2.7 Mid-term Appointments. Newly appointed WIB members who replace out-going members will serve the remainder of the out-going member's term as stated in the WIB By-laws ARTICLE IV, section D. 4.
- 2.8 Vacancies. WIB vacancies must be filled within 120 days of the vacancy. In the event a vacancy cannot be filled within 120 days, the WIB Chair will request a waiver in writing to the WAC Manager with an explanation of why the vacancy was not filled in the 120-day timeframe along with a description of the process underway to fill the vacancy. The WIB Director will maintain written approval of the waiver request by the WAC Manager who will monitor the process as outlined in the approved waiver request.
- 2.9 Reappointments. The BOS Chair is authorized to make all reappointments of members. Reappointments must be made within 120 days of the term expiration.
- 2.10 Removal. The WIB Chair, in consultation with the WIB Director and CWD Operations Deputy Director, may recommend that the BOS Chair remove a member if the member:
 - 2.10.1 No longer possesses the qualifications of membership which were the basis for the member's initial appointment and the member is not qualified to fill a different slot.
 - 2.10.2 Fails to represent the WIB in a manner deemed appropriate.
 - 2.10.3 Is absent for three (3) consecutive meetings without submitting a written leave of absence to the WIB Board Development Committee.

- 2.10.4 Fails to actively participate in monthly WIB meetings or WIB Committee meetings.
- 2.10.5 WIB members will be removed by the BOS Chair for any reason and if the member has:
 - 2.10.5.1 A documented conflict of interest violation;
 - 2.10.5.2 Failed to meet WIB member representation requirements defined in the WIOA, WAC Policy 01-2016, and WIB By-laws;
 - 2.10.5.3 A documented proof of malfeasance, fraud, or abuse;
 - 2.10.5.4 Not attended meetings as required by the WIB By-laws; or
 - 2.10.5.5 Not complied with the laws and policies set forth in the WIB By-laws Article VIII.
- 2.10.6 The Department of Economic Security reserves the right to conduct an investigation regarding allegations of wrong doing that result in the removal of a WIB member, the WIB Chair, or the BOS Chair and will formally notify the BOS Chair, WIB Chair, WIB Director, and CWD Operations Deputy Director, in advance of any such investigation and of the results.

3.0 Relationship between BOS Chair, Pima County and the WIB.

- 3.1 Required Firewalls. Firewalls are established in order to avoid a conflict of interest and the WIB will ensure that the same person/department/unit will not both provide services and oversee/monitor the provision of those services. These firewalls are described in Section 3.3 of this document.
 - 3.1.1 The administrative entities for Title I-B, I-C, and I-D will not provide career services and oversee/monitor the provision of the career services.
 - 3.1.2 The ARIZONA@WORK Pima County One-Stop System workforce service providers, competitively selected by the WIB for WIOA Title I-B Adult, Dislocated Worker, and Youth programs, will not provide career services and oversee/monitor the provision of the career services.
- 3.2. Governance Functions
 - 3.2.1 Local CEO ("LCEO")
 - 3.2.1.1 The Chair for the Board of Supervisors ("BOS") of Pima County acts as the Local CEO ("LCEO")
 - 3.2.1.1.1 The LCEO delegates WIOA Fiscal Agent Duties and responsibilities to the Pima County Administrator, with additional delegation information described in Section 3.2.2.1.1; and
 - 3.2.1.1.2 The LCEO serves as the Administering Entity and delegates administration of the WIOA Title I-B Adult, Dislocated Worker

("DW"), and Youth programs to the Pima County Administrator, with additional delegation information described in Section 3.2.3.1.2.1;.

3.2.1.2 In accordance with WIOA 107(d) and 20 CFR 679.370, the BOS and the LWDB share governance responsibility for LWDB functions such as local planning, program oversight, negotiating local performance accountability measures, selection of One Stop Operators and providers, and approving a budget for LWDB activities.

3.2.1.3 The BOS Partners with the LWDB to conduct workforce research and regional labor market analysis to include:

3.2.1.3.1 Analyzing economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;

3.2.1.3.2 Providing assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region; and

3.2.1.3.3 Conducting other research, data collection, and analysis related to the workforce needs of the regional economy as the LWDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions;

3.2.1.4 Selection of operators and providers is considered a shared function between the BOS and the LWDB, as it is the responsibility of the LWDB to select a One-Stop Operator and providers while it is the responsibility of the BOS to execute contracts with selected entities/vendor. The LCEO will partner with the LWDB Chair to:

3.2.1.4.1 Execute a competitive procurement process for operators and providers;

3.2.1.4.2 Ensure compliance with local, state and federal standards that regulate the procurement process for operators and providers; and

3.2.1.4.3 Conducts program oversight, as well as performance and fiscal monitoring of operators and providers.

3.2.2 WIOA Fiscal Agent

- 3.2.2.1 The WIOA Fiscal Agent shall perform accounting and funds management for WIOA funding received.
 - 3.2.2.1.1 In Pima County, the Pima County Administrator delegates WIOA Fiscal Agent responsibilities to the Chief Deputy County Administrator, who has assigned the responsibilities to the Grants, Management & Innovation Department (“GMI”);
- 3.2.2.2 The Fiscal Agent shall exchange information with the LWDB and BOS as necessary.
- 3.2.2.3 The Fiscal Agent shall notify the LWDB quarterly, if funds are projected to be reverted to the State at the end of the two years of performance.
- 3.2.2.4 The Fiscal Agent shall provide the following financial services:
 - 3.2.2.4.1 Receive and disburse WIOA funds
 - 3.2.2.4.2 Ensure sustained fiscal integrity and accountability for expenditure of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA and corresponding federal regulations, and County and State policies
 - 3.2.2.4.3 Comply with State and Federal requirements and timelines as defined by DES;
 - 3.2.2.4.4 Be subject to an annual audit by the Auditor of State as well as periodic monitoring by DES;
 - 3.2.2.4.5 Cooperate in any audit procedure, respond to financial audit findings and provide correction action plans when necessary;
 - 3.2.2.4.6 Maintain proper accounting records and adequate documentation;
 - 3.2.2.4.7 Prepare financial reports;
 - 3.2.2.4.8 Conduct financial monitoring of the fiscal activities of sub-recipients, contracts and service providers;
 - 3.2.2.4.9 Provide technical assistance to sub recipients regarding financial issues;
 - 3.2.2.4.10 Review, recommend and monitor the WIOA budget and its funds, including both administrative and programmatic funds;
 - 3.2.2.4.11 Recommend the transfer of funds between Dislocated Worker and Adult programs, and provide this to the LWDB chair for signature
 - 3.2.2.4.12 Track and monitor the LWDB receipts and expenditures in a separate unit code;

- 3.2.2.4.13 Track and monitor WIOA Title I service provider receipts and expenditures in a separate unit code:
 - 3.2.2.4.13.1 Career Services and Youth Services shall be tracked separately by program code
- 3.2.2.4.14 Procure contracts or obtain written agreements on behalf of the LWDB
 - 3.2.2.4.14.1 Except for the One-Stop Operator; and
- 3.2.2.4.15 Appoint personnel to carry out the duties outlined above who will not be permitted to engage in policy or service delivery issues or Service Provider activities
- 3.2.2.5 The Fiscal Agent shall perform the following budgetary functions on behalf of the LWDB
 - 3.2.2.5.1 Under the guidance of the LWDB, develop an annual budget by major program service type (Adult, Dislocated Worker, Youth, Rapid Response, and other types that may be identified by the LWDB) that supports the strategic direction of the LWDB
 - 3.2.2.5.2 Present to the LWDB when major program service type budgets increase, decrease or it is deemed appropriate to move budgeted monies between major program service types.
 - 3.2.2.5.3 Reconcile the IFA costs at least annually
- 3.2.2.6 The Fiscal Agent is subject to the internal control measures and firewall requirements described in Section 3.3 of this document.
- 3.2.3 WIOA Career Services
 - 3.2.3.1 Those providing career services shall provide services in accordance with WIOA.
 - 3.2.3.1.1 The Career Service Provider shall implement LWDB policies and provide quarterly reports to the LWDB on program service delivery, performance accountability and continuous improvement
 - 3.2.3.1.2 Pima County is the Local Grant Recipient under Subtitle B of Title I
 - 3.2.3.1.2.1 In Pima County, the Pima County Administrator delegates Service Provider responsibilities to the Deputy County Administrator for Health and Community Service, who has assigned Service Provider duties to the Deputy Director of Workforce and Education, Community Workforce Development (CWD);

3.2.3.1.3 A Service Provider(s) shall propose the following for review, consideration and approval of the LWDB:

3.2.3.1.3.1 Priority Populations;

3.2.3.1.3.2 Service targets;

3.2.3.1.3.3 Budget utilization;

3.2.3.1.3.4 Performance measures

3.2.3.1.4 The person(s) responsible to carry out the duties of service provider will not be permitted to:

3.2.3.1.4.1 Be appointed to complete the activities of the WIOA Fiscal Agent;

3.2.3.1.4.2 Be appointed to manage the LWDB staff; or

3.2.3.1.4.3 Be appointed to establish performance measures for OR conduct performance reviews of any entity conducting duties of a service provider

3.2.3.2 Service providers are subject to the internal control measures and firewall requirements described in Section 3.3.

3.2.4 LWDB Staff

3.2.4.1 Title 20 CFR 679.400 describes the LWDB's authority to hire staff and appropriate roles for the LWDB staff as outlined in WIOA Section 107(f)

3.2.4.2 Full costs for all staff roles must be included in the LWDB budget submitted to and approved by the BOS.

3.2.4.3 Pima County shall be the employer of record for the LWDB staff.

3.2.4.4 LWDB staff shall be subject to Pima County's policies, procedures and process including personnel policies, performance expectations and organizational oversight. This also includes, but is not limited to, the confidentiality of personnel information.

3.2.4.5 The LWDB delegates personnel management responsibilities of the LWDB staff to the Deputy Director of Operations, Community Workforce Development (CWD). The Deputy Director of Operations, CWD will consult with the LWDB chair on personnel matters, as necessary. See attached Organizational Chart for reporting relationship information.

3.2.4.6 LWDB staff shall not provide core, intensive training services or participate in the operation of the One-Stop centers, including the management of personnel providing these services.

3.2.4.7 LWDB staff shall only perform on-the-job functions that exclusively

support the initiatives of the LWDB in its efforts to fulfill its required functions and does not perform functions that are prohibited, as defined by 20 CFR 679.400(d).

3.2.4.8 LWDB staff are subject to the internal control measures and firewall requirements described in Section 3.3.

3.2.5 One-Stop Operator

3.2.5.1 The One-Stop Operator (“OSO”) carries out activities under Title I-B that are not related to the direct provision of workforce investment services (including services to participants and employers). The OSO does not perform functions that are prohibited.

3.2.5.2 The One-Stop Operator is subject to the internal control measures and firewall requirements described in Section 3.3.

3.3. Internal Controls, Conflict of Interest and Firewalls

3.3.1 LWDB Members, County employees, service providers, training providers, One-Stop Operator, and other workforce system stakeholders will report any official conflict of interest to the Deputy Director of Operations, CWD.

3.3.2 In addition to the reporting requirements contained in section 3.3.1 of this document, LWDB staff shall also notify the LWDB chair concerning any alleged conflict of interest

3.3.3 LWDB members, staff or vendors may not be involved in official votes, the hiring of staff or the procurement of services in which they have a personal financial interest.

3.3.4 Physical and electronic access will be limited to only the functions and responsibilities assigned to a specific WIOA role.

3.3.5 Only staff performing Fiscal Agent duties may have access to the County’s financial system(s) of regard with regard to the funds overseen by the LWDB.

3.3.6 Service provider, Fiscal Agent and LWDB staff shall not:

3.3.6.1 Have involvement in one another’s hiring, promotional, termination, discipline, or performance management matters;

3.3.6.2 Have involvement in one another’s vendor selections, unless pre-approved by the LWDB and the LCEO

3.3.6.3 Share information that is not considered a public record or seek approval from the LWDB and LCEO prior to sharing non-public records; or

3.3.6.4 Have input into one another’s standard operating procedures or internal policies

3.3.7 No entity or person involved with the issuance of a solicitation may compete or submit a proposal under the procurement action. This prohibition includes, but is

not limited to, development of requirements, drafting the solicitation document, evaluating proposals/bids or selection of vendors.

3.3.8 No division and/or unit within the County may simultaneously provide services and oversee or monitor the provision of those services.

3.3.9 All entities involved in LWDB activities and functions, including but not limited to, County employees, contracts vendors and LWDB members are subject to performance and financial audits performed by the Pima County Grants Management and Innovation Department ("GMI"), an independent agency within Pima County

3.3.10 The Deputy Director of Operations, CWD is the executive manager over multiple roles and is expected to be aware of the potential competing interests of the LWDB, One-Stop Operator, providers, fiscal agent and other stakeholders

3.3.10.1 The Deputy Director of Operations, CWD, shall refrain from intervening in the performance of duties assigned to the LWDB staff by the LWDB, if said duties are legally allowed, supported by the approved budget and not prohibited by County policy;

3.3.10.2 The Deputy Director of Operations, CWD shall:

3.3.10.2.1 Encourage the open exchange of information and data between all entities, as allowed by law and County policy, in order to inform decisions of the LWDB and BOS; and

3.3.10.2.2 Be mindful of the internal controls and firewalls outlined in this Section and make every effort to ensure they are not breached.

3.4. Sunshine Provision

3.4.1 The LWDB shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the LWDB, including information regarding the local plan prior to the submission of the plan, and regarding membership, the designation and certification of one-stop operators, and the award of grants or contracts to eligible providers of youth workforce investment activities and, on request, minutes of formal meetings of the LWDB

3.5. Local Plan Requirements. The ARIZONA@WORK Pima County One-Stop Local Workforce Development Plan ("Local Plan") will be developed, modified, and submitted in partnership between the BOS Chair, the WIB, and key stakeholders of the local workforce development system (One-Stop Partners and Service Providers, employers, educational institutions, labor organizations, non-profits, economic development entities, community leaders, and others).

3.5.1. The Local Plan development and required Modifications will include the BOS Chair, WIB, and key stakeholders being:

- 3.5.1.1. Convened and involved before, during, and after the development and modifications as appropriate and needed.
- 3.5.1.2. Available to provide input and proof drafts before submitted for approval by the WIB and BOS Chair.
- 3.5.1.3. Able to confirm that the Local Plan and required Modifications and the ARIZONA@WORK Pima County One-Stop system are aligned with:
 - 3.5.1.3.1. Workforce investment.
 - 3.5.1.3.2. Education and economic development systems.
- 3.5.1.4. In support of a comprehensive, accessible, high-quality workforce development system in Pima County by being:
 - 3.5.1.4.1. Focused on the WIOA and workforce-related needs and activities.
 - 3.5.1.4.2. Consistent with and supportive of the Pima County Economic Development Plan and the Arizona Workforce Development Plan ("Arizona Plan").
 - 3.5.1.4.3. Reflective of local labor market data and economic development reports that determine which industries are critical to the growth of the local economy.
- 3.5.1.5. Aware of data resources and tools available such as the Arizona Office of Economic Opportunity ("OEO"), Arizona Commerce Authority ("ACA"); and The University of Arizona, Economic & Business Research Center, Eller College "Making Action Possible ("MAP") for Southern Arizona."
- 3.5.2. Considerate of the sectors targeted or emphasized by the Arizona Plan; Pima County Economic Development Plan, Sun Corridor Inc., and the ACA.
- 3.5.3. In compliance with WIOA and all federal, state, and local laws, regulations, rules, and policies.
- 3.5.4. Made available to the public, key stakeholders, and others through a legal notice process established and approved by the Pima County BOS. The legal notice process will provide an opportunity to formally announce to the public - the Local Plan or required Modifications, and the public comment period.
- 3.5.5. Approved by the WIB and allowing the WIB Executive Committee to make minor technical adjustments as requested by the WAC.
- 3.5.6. Provided to the BOS Chair with a recommendation for approval by the WIB. The WIB Director will follow the established Pima County BOS' procedure carried out by the Pima County Clerk of the Board so the Local Plan and required Modifications may be placed on a Pima County BOS' regular meeting agenda.
- 3.5.7. Made available online on the Pima County website and the WIB webpage during the Local Plan and required Modifications development and approval processes to:

- 3.5.7.1. Provide an opportunity for public comment and advertise the public comment period in print media and on the WIB webpage.
- 3.5.7.2. The LWDB staff, on behalf of the WIB and BOS Chair, will run a Public Notice print ad in an appropriate publication that includes the publication's website.
- 3.5.7.3. The Public Notice printed ad will request that public comments be submitted on a specific URL on the Pima County website.
- 3.5.8. Notify representatives of the general public, BOS Chair, WIB, key stakeholders about the public comment period and opportunity for comment and input into the development of the Local Plan and required Modifications, prior to submission of the Local Plan.
- 3.5.9. Any comments received after the Public Comment Period will be posted on the WIB webpage and provided to the WAC upon request.
- 3.5.10. Make the Local Plan and required Modifications available through electronic, Word, and Portable Document Format ("PDF") formats.
- 3.5.11. Via an email distribution list; and personally notify the BOS Chair, WIB, WAC, and key stakeholders about the:
 - 3.5.11.1. WIOA-required 30-day public comment period.
 - 3.5.11.2. Opportunity to read the Local Plan or required Modifications.
 - 3.5.11.3. Opportunity to provide input and comment prior to submission of the Local Plan or required Modifications.
 - 3.5.11.4. The WIB Director will provide the email distribution list to the WAC upon request.
- 3.6. Budget and Approval. In accordance with WIOA section 107(d)(12)(A), develop WIB budget and obtain approval from the BOS Chair for the purpose of carrying out the duties and activities of the WIB that are consistent with the Local Plan and required modifications and the duties of the WIB. This does not include the local operation or administrative budgets. The WIB will be notified in advance if funds are projected to be reverted to the state at the end of the two-year performance period.
 - 3.6.1. The WIB's process for obtaining the BOS Chair approval includes following Federal, State, and local procurement laws, regulations, and policies.
 - 3.6.2. Pima County is the fiscal agent. The BOS Chair has delegated financial activities to the County Administrator who has delegated the fiscal duties and activities to the GMI.
- 3.7. Selection of ARIZONA@WORK Pima County One-Stop OSO and Service Providers.

- 3.7.1. Selection. The WIB will select the OSO and Service Providers in accordance with WIOA section 107(d)(10)(A) through (E) and the WAC Policy 04-2016 *ARIZONA@WORK Job Center One-Stop Operator Selection.*
- 3.7.2. Guidelines.
- 3.7.2.1. The WIB will select the OSO and the Service Providers under the competitive selection process required under WIOA, the WAC, and the Pima County Procurement Department.
- 3.7.2.2. The WIB will conduct its business in an open manner as required by WIOA section 107(e), by making available to the public, on a regular basis through electronic means and open meetings, information about the activities of the LWDB (20 CFR § 679.390) which includes competitive selection processes.
- 3.7.3. Process. The WIB will direct Pima County CWD, Operations Division, to competitively procure the OSO and Service Providers and enter into appropriate contract agreements.
- 3.7.3.1. Procurement will be conducted in accordance with the applicable provisions of the Uniform Guidance at 2 CFR parts 200 and 2900, and all applicable federal, state, and local procurement laws.
- 3.7.3.2. No organization or individual involved in the development of contract requirements, drafting of the Request for Proposal (“RFP”) or Invitation for Bids (“IFB”), evaluation of proposals, and identification of awardee will be allowed to compete for or submit a proposal under the procurement action.
- 3.8. Official Agreement. The WIB will obtain the BOS Chair’s official agreement on the selected OSO and the selected Service Providers by providing:
- 3.8.1. Documentation that the competitive selection process followed all applicable local procedures, and applicable state and federal laws.
- 3.8.2. A Notice of Recommendation for Award that has been distributed to the Proposers and the public.
- 3.8.3. Each of the Proposer’s score sheets that were completed by each Request for Proposal Review Committee member.
- 3.9. Oversight. The WIB will monitor the financial activities of service providers under contract, ensure appropriate audits, or otherwise oversee contract financial activities.
- 3.10. Youth Activities. The WIB has a standing youth committee known as the WIB Youth Council (“Council”) and it was established under the Workforce Investment Act and the Council is active under the new WIOA that was signed into law on July 22, 2014 in accordance with 20 CFR § 681.100.
- 3.10.1. The composition of and appointment procedures for the Council are in accordance with 20 CFR § 681.110.

- 3.10.2. Youth Service Agencies – Minimum of 2. Special preference will be given to juvenile justice and law.
- 3.10.3. Public Housing Authorities serving Pima County residents.
- 3.10.4. Parents of Eligible Youth Seeking Services.
- 3.10.5. Individuals – Minimum of two (2). Special preference will be given to former participants and representatives of organizations with experience related to youth services which will include community-based organizations with a demonstrated record of success in serving eligible youth.
- 3.10.6. Representative(s) of the Fred G. Acosta Job Corps Center serving Pima County residents.
- 3.10.7. Minimum of four (4) WIB voting members.
- 3.10.8. Other Youth Council Members may include other individuals, who the WIB Chair, in cooperation with the BOS Chair, determines to be appropriate.
 - 3.10.8.1. Special consideration will be given to a representative from the Adult Basic Education community; and
 - 3.10.8.2. A youth representative.
- 3.10.9. The duties assigned to the Council are in accordance with 20 CFR § 681.120 and the Council provides information and assists with planning, operational, and other issues relating to the provision of services to youth, and includes community-based organizations with a demonstrated record of success in serving eligible youth.
- 3.10.10. Carrying out its responsibilities for youth activities under youth formula programs.
- 3.10.11. Providing information and assisting with planning, operational, and other issues relating to the provision of services to youth.
- 3.11. Program Oversight. The WIB will follow guidelines and processes to carry out the program oversight responsibilities outlined in WIOA section 107(d)(8)(A) and 20 CFR § 679.370 and in partnership with the BOS Chair along with the shared governance responsibility for program oversight and negotiating local performance accountability measures.
 - 3.11.1. Conducting oversight of Youth workforce investment activities authorized under WIOA section 129(c), Adult and Dislocated Worker (DW) employment and training activities under WIOA sections 134 (c) and (d), and the entire ARIZONA@WORK Pima County One-Stop workforce delivery system.
 - 3.11.2. Assess needed changes in services and budget allocation to comply with youth program changes mandated by WIOA.
 - 3.11.3. Ensuring the appropriate use, management, and investment of the funds provided under WIOA Title I, subtitle B (“Title I-B”) for the Adult, DW, and Youth activities

and the ARIZONA@WORK Pima County One-Stop workforce delivery system, to maximize performance outcomes under WIOA section 116.

3.11.4. The WIB “Performance and Accountability Committee” oversees/monitors the ARIZONA@WORK Pima County One-Stop service providers and reports their quarterly performance to the WIB. The Committee will take into account the extent to which the levels involved promote continuous improvement in performance accountability on the performance accountability measures to ensure optimal return on the investment of Federal funds.

3.11.5. ARIZONA@WORK Pima County One-Stop Partners have agreed and documented in the Memorandum of Understanding (“MOU”) to submit performance data to the WIB on a monthly and quarterly basis.

3.11.6. The BOS Chair will be involved by approving the negotiated performance accountability measures, and will review quarterly performance reports to stay informed of local activities and performance outcomes at least twice within one fiscal year.

3.12. Performance Accountability Measures. The process that the WIB will use to reach agreement with the BOS Chair and the Governor on local performance accountability measures in accordance with WIOA section 107(d)(9) will include negotiating and reaching agreement on local performance measures with the BOS Chair and the Governor in accordance with WIOA section 116 (c).

3.13. Local System Policy Established by the WIB. The WIB and BOS Chair will work in partnership to set, develop, and promote policy for the local workforce development system.

3.13.1. Recommend innovative opportunities that will support the development of an effective and cohesive workforce development system to maximize return on investment for all stakeholders.

3.13.2. Review and approve policies and provide to One-Stop staff who includes One-Stop Partners and Service Providers.

3.13.3. The BOS Chair has the final authority over the contents of the WIB By-laws and the formal implementation of policy that may be recommended by the WIB.

3.13.4. WIB By-laws will be amended as follows:

3.13.4.1. A majority of members in attendance at a WIB meeting may request an amendment to the WIB by-laws.

3.13.4.2. Proposed amendments will be transmitted to the CWD, Deputy Director Operations by the WIB Chair for initial review prior to circulation to the WIB members.

3.13.4.3. Once approved, or revised, by CWD, Deputy Director Operations, the proposed amendment will be provided to the WIB members at least 14

calendar days prior to the meeting at which the amendment will be considered.

3.13.4.4. When approved by a majority of members in attendance at the WIB meeting, the proposed amendment will be forwarded to the BOS for final approval.

3.13.4.5. The amendment will become effective on the date approved by the BOS.

3.14. Memorandum of Understanding (MOU). The process for demonstrating the LCEO's official agreement on memorandum of understanding between workforce system partners and the WIB includes:

3.14.1. Pursuant to the requirements of the WIOA section 121, the WIB and the Pima County One-Stop Partner organizations developed and entered into a MOU setting forth the protocols, roles, and responsibilities for the operation of the ARIZONA@WORK Pima County One-Stop workforce development system.

3.14.2. The WIB and the ARIZONA@WORK Pima County One-Stop Partners have developed an MOU that includes an Infrastructure Funding Agreement ("IFA"). The IFA was negotiated with the BOS Chair and required Partners on the methods for funding the infrastructure costs of the local job centers in accordance with WIOA section 678.715. The MOU was approved by the BOS Chair and the WIB and is the vehicle for Partners' coordinated activities and policy statements received from their various funding sources.

3.14.3. The WIB obtained the BOS Chair's signature approval and the signed MOU was provided to the WIB, One-Stop Partners, and One-Stop staff who includes One-Stop Partners and Service Providers.

4.0 Amendments, Change, or Election. Any amendment or change to the Agreement, either in the form of the approved local plan, including notice of an election of a new BOS Chair, notice of an election of a new WIB Chair, or amendment of any applicable partnership agreement(s), will be maintained by the office of the Deputy Director CWD, Operations and be available for monitoring by the WAC.

5.0 Communication with Elected Officials. The WIB will keep the BOS Chair informed on a regular basis regarding activities, performance outcomes, and budgets. One joint meeting will be held annually between the BOS Chair and the WIB. If the BOS Chair and the WIB agree to satisfy this joint meeting requirement through alternative methods of communicating, the Deputy Director, CWD Operations will obtain acceptance from the WAC prior to the joint meeting.

6.0 Communication with Public. The WIB will make information available to the public regarding the WIB activities as required by WIOA section 107(e) and 20 CFR § 679.390 on a regular basis through open meetings and electronic means on appropriate Pima County and ARIZONA@WORK websites. Information presented will include, but is not limited to:

- 6.1. Information about the Plan and Plan Modifications, before submission of the Plan.
 - 6.2. List and affiliations of WIB members.
 - 6.3. Selection of One-Stop Operator.
 - 6.4. Award of grants or contracts to eligible One-Stop Service Providers for Title I-B Adult, DW, and Youth workforce development activities.
 - 6.5. WIB and WIB Committees' monthly meeting minutes.
 - 6.6. WIB By-laws that are consistent with 20 CFR § 679.310(g).
- 7.0 WIB Director and Staff.** The Pima County WIB may hire a WIB director and staff to assist with carrying out the functions of the Pima County WIB, per WIOA section 107(f).
- 7.1. Selection. If the WIB chooses to enter into a hiring process for a WIB director or staff, the WIB will conduct an open and competitive process following the requirements of 20 CFR § 679.400, the WAC State Policy #1, the Pima County Human Resources Rules, Policies, and Procedures and all applicable federal, state, and local employment and labor laws.
 - 7.2. Official Agreement. The BOS Chair will delegate hiring approval of the WIB director and staff selected by the WIB to the County Administrator, as hiring authority for Pima County. Any person hired pursuant to Section 7.0 will be an employee of Pima County.
- 8.0 Functions.** The WIB will carry out the required functions in 20 CFR § 679.370 including:
- 8.1. Career Pathways. With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area.
 - 8.2. Technology. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers.
 - 8.3. Career Services and Training Services. In accordance with WIOA section 107(d)(10)(E), work with the State to ensure that there are sufficient numbers and types of providers of career services and training services serving the local area. The providers will provide the services to adults and youth in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
 - 8.3.1. Identify qualified adult and youth training providers in numbers and career areas sufficient to maximize consumer choice.
 - 8.3.2. Ensure that individuals with disabilities obtain training opportunities from qualified providers that will lead to competency for employment with livable wages and opportunities for advancement.
 - 8.4. Coordination with Education Providers. Coordinate activities with education and training providers in the local area including:

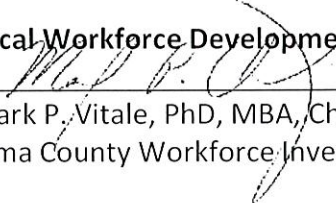
- 8.4.1. Reviewing applications to provide adult education and literacy activities under title II for the LWDA to determine whether such applications are consistent with the local plan.
- 8.4.2. Making recommendations to the eligible agency to promote alignment with such plan.
- 8.4.3. Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination. *Cooperative agreement* means an agreement entered into by a State designated agency or State designated unit under subparagraph (A) of section 101(a)(11) of the Rehabilitation Act of 1973.
- 8.5. Accessibility for Individuals with Disabilities. Assess, on an annual basis, the physical and programmatic accessibility of all Job Centers in the local area, in accordance with WIOA section 188.
- 8.6. Proven and Promising Strategies. Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and job seekers.
- 8.7. ARIZONA@WORK Pima County Job Center Certification. Obtain certification of ARIZONA@WORK Pima County Job Centers in accordance with 20 CFR § 678.800 and State Workforce Policy #6 Certification of the ARIZONA@WORK Job Centers.
- 9.0 **Authorized Signatures.** This partnership agreement is entered into by and between the Parties below:

Local Chief Elected Official


Sharon Bronson, Chair
Pima County Board of Supervisors

JAN 18 2022
Date: _____

Local Workforce Development Board


Mark P. Vitale, PhD, MBA, Chair
Pima County Workforce Investment Board

Date: **5 January 2022** _____

ATTEST:


Clerk, Board of Supervisors
Pima County, Arizona

Exhibit A



AGREEMENT TO PROVIDE DIRECT CAREER SERVICES

This Agreement is between the Local Workforce Development Board ("LWDB") known as the Pima County Workforce Investment Board ("WIB"), the Local Chief Elected Official ("LCEO") known as the Chair, Pima County Board of Supervisors ("BOS"), and Pima County, a body politic and corporate of the State of Arizona.

The WIB and BOS have entered into this Agreement to identify The Pima County Community Workforce Development ("CWD"), Operations Division as an administrative entity charged with sharing governance responsibility for LWDB functions in the Local Workforce Development Area ("LWDA") such as local planning, program oversight, negotiating local performance accountability measures, selection of operators and providers, and approving a budget for LWDB activities. The CWD Operations Division is an independent division from the CWD Workforce & Education Division, which is identified as an eligible provider to provide direct career services for eligible WIOA Title I-B Adults, Dislocated Workers, and Youth in Pima County and in compliance with WIOA requirements and the Pima County WIB Workforce Development Plan ("Plan").

RECITALS

The Workforce Innovation and Opportunity Act ("WIOA") was established in 2014 to increase employment, education, and training for individuals with barriers; support the alignment and improvement of the workforce development system; improve skills of workers to help secure employment with family-sustaining wages; provide employers with a skilled workforce for global competitiveness; and to provide workforce activities through state and local workforce development systems.

- A. Pima County is designated as the Local Workforce Development Area ("LWDA") by the Governor under the federal WIOA, Pub.L.113-128 and is the administering entity for the ARIZONA@WORK Pima County One-Stop Delivery System.
- B. Pima County, as Grantee, receives federal WIOA grant funds and provides them to Pima County service providers who are subrecipients, including Pima County CWD, Workforce & Education Division, to provide eligible WIOA career services and who must follow the Uniform Guidance at 2 CFR part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900. Subject to availability of WIOA funds.

- C. The WIB is certified by the Governor as the LWDB, in accordance with 20 CFR 678.800 and the State Policy #6 Certification of the ARIZONA@WORK Job Centers, and provides oversight for the Pima County LWDA.
- D. The WIB and BOS acknowledge that WIOA laws and regulations, Training and Employment Guidance Letters ("TEGLs"), Uniform Administrative Guidance, state law and applicable policies, the Workforce Arizona Council policies, the Arizona Department of Economic Security WIOA intergovernmental agreement, and Pima County policies will be adhered to in their entirety.
- E. The WIOA emphasizes local control so the LWDA may customize career services for the unique needs of the LWDA.
- F. The WIB and BOS are entering into this Agreement and have selected Pima County CWD, Workforce & Education Division to provide direct career services in Pima County to eligible WIOA Title I-B Adult, Dislocated Worker, and Youth and through subcontracts with other service providers.
- G. The Pima County BOS finds that this Agreement will improve employment opportunities for Pima County residents and is in the best interests of the residents of Pima County.
- H. Pima County has reviewed Pima County CWD, Workforce & Education Division's performance of the services and finds it satisfactory.

NOW, THEREFORE, the WIB and Pima County agree as follows:

1.0 PURPOSE OF AGREEMENT.

- 1.1 The purpose of this Agreement is to authorize Pima County CWD, Workforce & Education Division to provide direct career services to eligible WIOA Title I-B Adults, Dislocated Workers, and Youth throughout the designated LWDA. These career services will be provided in accordance with Federal and State regulations and the most current Plan.

2.0 SCOPE OF WORK.

- 2.1 Pima County CWD, Workforce & Education Division's will perform the career services while Pima County CWD, Operations Division will partner with the LWDB and the LWDB administrative staff to achieve the performance goals shown in section 3.2 of this Agreement, which may be supplemented with additional detail from time to time during the term of this Agreement. These services may be self-performed or performed by a subcontractor, with prior written approval obtained from the WIB and BOS. If career services are subcontracted, the subcontractor must meet the performance goals.

- 2.2 Pima County CWD, Workforce & Education Division and Pima County CWD, Operations Division must comply with all WIOA laws and regulations, TEGLs, Uniform Administrative Guidance, state law and applicable policies, the Workforce Arizona Council policies, the Arizona Department of Economic Security WIOA intergovernmental agreement, and the Pima County Shared Governance Agreement (“SGA”) as well as Pima County and WIB policies. These include but are not limited to Uniform Administrative Guidance at 2 Code of Federal Regulations (“CFR”) part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900.

3.0 PERIOD OF PERFORMANCE AND GOALS.

- 3.1 Pima County CWD, Workforce & Education will achieve the WIOA Title I-B Negotiated Levels of Performance for each annual Program Year period negotiated and approved by the State, WIB and BOS. For any quarter in which performance falls below 90% of the Performance Goals, in the following quarter, Pima County CWD, Operations Division will submit a Corrective Action Plan to the WIB within 10 days of the quarter’s end. Once approved by the WIB, the WIB will implement the Corrective Action Plan (TEGL 9-17).
- 3.2 All relevant entities will be held accountable to achieving the WIOA Title I-B Negotiated Levels of Performance as identified in the current approved local plan

4.0 PAYMENT METHOD.

- 4.1 Payment will be made from grants received by Pima County from the United States Department of Labor and Arizona Department of Economic Security.

5.0 AMENDMENTS.

- 5.1 Any amendment or change to this Agreement will be in writing and signed by the WIB and BOS.
- 5.2 Any amendment or notice shall be maintained for review by the Arizona Department of Economic Security and/or the Workforce Arizona Council.

6.0 EFFECTIVE DATE, TERM, AND TERMINATION.

- 6.1 This Agreement shall be effective on July 1, 2021.
- 6.2 This Agreement shall terminate upon the earliest occurrence of any of the following:
- 6.2.1 The WIB is dissolved;
- 6.2.2 The funding from the State or United States Department of Labor is
- 6.2.2.1 discontinued; or

6.2.2.2 Terminated pursuant to the provisions of this Agreement.

All other provisions of this Agreement will remain in effect and be binding between the WIB and BOS.

IN WITNESS THEREOF, the WIB and BOS have affixed their signatures and do hereby agree to carry out the term of this Agreement cited herein:

PIMA COUNTY



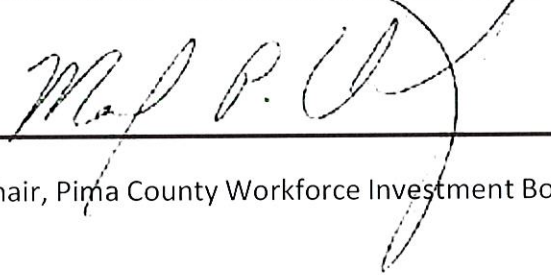
Chairman, Pima County Board of Supervisors

Sharon Bronson

Printed Name

Date: JAN 18 2022

LOCAL WORKFORCE DEVELOPMENT BOARD




Chair, Pima County Workforce Investment Board

Mark P. Vitale, PhD, MBA

Printed Name

Date: 05 January 2022

ATTEST:



JAN 18 2022
Clerk of the Board Date