



LWDB- Executive Committee Meeting Agenda

Jun 21st, 2023 1:00pm - 2:00pm MST

Spotlight

Dial-in: +1 888 998 2469

PIN: 57473352#

Topic: LWDB- Executive Committee Meeting

Time: This is a recurring meeting Meet **every 2 months** on the **4th Wednesday** from **11:00 AM to 12:00 PM**

I. Call Meeting to Order

1:00pm

II. Introduction of our intern, Cami.

Jeremy Flowers

1:05pm

III. Anne Mueller - Executive Consulting Proof process

Anne Mueller

1:10pm

IV. Arizona Workforce Association

Jeremy Flowers

1:20pm

AWA membership \$1,000 approval recommended by staff. Needs approval


 [AWA Charter Approved May 24 2022.docx](#)


V. CPLC Title 1B and One Stop Operator discussion

Jeremy Flowers

1:25pm

CPLC Title 1B and One Stop Operator issues need discussed and a resolution determined.

 [FY 23 CPLC Services agreement chair & BOS signed.pdf](#)

 [PY22FY23_CPLC OSO Agreement Chair & BOS signed.pdf](#)

VI. **ATLAS**

Updates on Atlas.

Jeremy Flowers

1:45pm

VII. **Next Meeting Date: LWDB Executive Committee**

August 23, 2023 11am-12pm
conference June 29 & June 30

Reminder of WAC

1:50pm

END
2:00pm



CHARTER

The intent of this Charter is to outline the Purpose, Vision, Mission and Scope of the Members of the Arizona Workforce Association

Organizational History

The Arizona Workforce Association (AWA – hereafter referred to as “the Association”) was established in 2001 as a vehicle for communication and advocacy on behalf of local workforce development areas throughout the State of Arizona. The Association provides a single, direct and representative voice that conveys messages between State agencies, councils and Local Workforce Development Boards (LWDBs) on workforce matters. In addition, the Association maintains a commitment to ensuring the early identification of opportunities that require input and technical operational expertise from Association Members. The Association is also committed to hosting focused training and development in areas of mutual benefit to our Members and Partners as appropriate.

Our Vision

To promote the development of policies and services that position Arizona Workforce Development System as a key contributor to Arizona economic resiliency.

Our Mission

To champion the effort of the Arizona Workforce Development System by convening to promote success for business, industry and economic vitality for Arizona

Our Purpose

- Act as a united voice on Workforce Innovation and Opportunity Act (WIOA) Planning and Policy
- Establish a forum for convening local workforce development stakeholders to share and provide information
- Build capacity of the workforce development staff, state and local board members and partner organizations
- Foster and promote collaboration at the local, state and federal levels

Membership

Membership is composed of local area workforce development representatives and one other designee as an alternate. Each local Area is entitled to one (1) vote.

Systematizing Communication of the Association:

- Meetings will be scheduled on a regular basis in conjunction with the current Workforce Arizona Council meetings. The Association reserves the right to schedule special meetings as necessary to conduct Association business
- A standing Agenda shall be in effect for each of the Association meetings, to include the following items:
 - Update of federal and state activities that affect Workforce Development Programs
 - Review of Workforce Arizona Council's Agenda
 - Member Comments – affiliation updates, system success, system roadblocks
 - Committee Updates
 - Budget Report

AWA Operational Structure

Effective November 30, 2021

- There shall be a Chair and Vice-Chair as part of the governance structure. Officers will be voted in by the Association during the annual May meeting and serve 2-year terms.
- The Chair, Vice-Chair and Immediate Past-Chair comprise the AWA Executive Committee.
- A dues structure is in place to financially support the organization. The dues structure must meet the test of federal, state and local requirements. Dues will be required from all voting Members.
- Eventually, staff functions may be developed through a contractual agreement with the Association

Responsibilities of the Chair

- A. The Chair will be the primary point of contact as applicable
- B. Preside over regular and special meetings of the Association
- C. Provide overall direction for the Association
- D. Establish and maintain Point of Order for all meetings
- E. Collaborate in the development of agendas, arrange meeting space and determine other activities as applicable

Committees

Committees are established by the Association to further the mission and vision of the association and present a unified voice for action within the workforce system in Arizona. Each member is required to serve on at least one (1) committee and may elect to serve on several.

Executive Committee

- The executive committee is comprised of the Chair, Vice Chair and immediate past Chair.
- The purpose of the executive committee is to:
 - Identify and define subcommittees and Association members to lead the respective committees
 - Develop financial reports to share at the quarterly meetings
 - Have key strategic discussions to provide a unified response on behalf of the Association on various topics like State Plan, policies, or other procedures that effect the local workforce develop areas as represented in the Association

Standing Committees

Each standing committee is led by an Association member as identified by the Executive Committee. Membership to each committee is based on member choice, area of interest and expertise. Each standing committee is required to document the meeting and share information with the Association during regular and special meetings.

Advocacy Committee

To advocate for local areas and local systems. The Advocacy committee focusses on strategies for unified advocacy regarding policies, best practices, internal and external advocacy at the federal and state level by building relationships at the state and federal level as well as with Workforce Arizona Council members.

The advocacy committee would also share respective legislation, regulation and other information during regular Association meetings. Including any interpretation and discussion. The advocacy committee may also schedule convenings to educate staff and other local workforce representatives including elected officials, Arizona Commerce Authority committee members and develop informational packets for the Association.

The advocacy committee may also review best practices, and measuring for success from Department of Labor requirements.

The advocacy committee will also aid in the development of an Association packet for the Workforce Arizona Council to familiarize themselves with the Association in order to reach the Association Mission and Vision.

Training and Education

The Training and Education committee will review the Association needs to develop professional development and other training opportunities for members and guests. The training and education committee will develop annual conference materials and bring recommendations to the Association meetings to convene an annual conference as applicable.

The training and education committee may also coordinate training activities through US Department of Labor, other local workforce development areas or bring in speakers based on the Association needs. Training and education in case management, motivational interviewing, fiscal training, contracts management, technical assistance or other trainings to aid in the mission and vision of the Association.

Marketing, Membership and Outreach

The marketing, membership and outreach committee develops an annual report for the Association, highlighting the unified work of the Association. The marketing, membership and outreach committee also develops marketing materials and provides the Association a unified presence nationally and at the state level.

The marketing, membership and outreach committee also coordinates Association elections, invitations to system partners, local area representatives, and One Stop Operators including training opportunities and capacity building conferences.

In the event that the Association develops or acquires a web presence, the marketing, membership and outreach committee is responsible for content and updates for full association approval.

Funds collected by the Association will be _____ by a majority of its _____ expenditures will not be made by sole sources.

Acceptance of the Conditions of the AWA Charter

My signature below constitutes my commitment to upholding the AWA Charter. I will be an active Member of the Association in my responsibilities of advocating for our Statewide system as well as being a strong voice for my Local Area.

Local Area: _____

Printed Name: _____ Title: _____

Signature: _____ Date ____/____/____

**SERVICES AGREEMENT
CHICANOS POR LA CAUSA, INC - WORKFORCE SOLUTIONS,
AND
NORTHEASTERN ARIZONA LOCAL WORKFORCE DEVELOPMENT BOARD**

This Services Agreement (the "Agreement") is by and between the Northeastern Arizona Local Workforce Development Board (hereinafter referred to as the LWDB), constituted under terms of the Workforce Innovation and Opportunity Act of 2014 (WIOA), and Chicanos Por La Causa, Inc. (CPLC). LWDB and CPLC shall singularly be referred to as "Party" and collectively as the "Parties."

Navajo County, as the Chief Elected Official for the LWDB has the authority to enter into this Agreement under the provisions of A.R.S. § 11-952.

Purpose: Provide for a subcontract/subrecipient relationship between CPLC and the NEAZ LWDB to provide ARIZONA@WORK Northeastern Arizona Adult, Dislocated and Youth Workforce services for Title IB participants.

Terms of Agreement

This Agreement shall become effective July 1, 2022 and shall remain in force until June 30, 2023, unless circumstances require modification to the Agreement prior to the termination date.

Termination of Agreement

Any party to the Agreement may withdraw from the Agreement by giving written notice of intent ninety (90) days in advance of the effective withdrawal date. Notice of withdrawal shall be given in writing to all parties of the Agreement.

The Agreement may also be terminated in the event that grant funding upon which this Agreement depends is withdrawn by the State of Arizona or the federal government.

Notice is also hereby given that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 in the event of the discovery of a conflict of interest.

Roles and Responsibilities

CPLC agrees to:

- A. Provide the direct services of Title IB Adult, Dislocated Worker, and Youth programs.
- B. Recruit, hire and train Title IB Staff including (1) Intake Specialist.
- C. Provide the salary and employee related benefits for all Title IB Direct Service Staff including (1) Intake Specialist.
- D. Provide pre-service and in-service training, technical assistance, and staff development opportunities for all Title IB Direct Service Staff including (1) Intake Specialist.

Services Agreement

Chicanos Por La Causa and Northeastern Arizona Local Workforce Development Board

- E. Monitor and evaluate program development and progress toward meeting enrollment and performance goals.**
- F. Report to LWDB staff monthly on program development and progress toward meeting enrollment and performance goals.**
- G. Ensure All Staff adhere to existing LWDB procedures for welcome, intake, and referral processes. Additionally, all Staff will utilize the R.A.F.T. web portal to perform the intake and referral processes to ensure that service delivery and resources are fully integrated, coordinated between all job center partners, and centered on meeting the needs of workforce system customers.**

LWDB agrees to:

- 1. Provide a maximum contribution of \$720,000 for operation of the Title IB Adult, Dislocated Worker, and Youth Programs (See Addendum A)**
- 2. Provide computers and vehicles for use of the staff associated with providing direct WIOA Title IB program services.**
- 3. Designate a primary contact person to work with the Operations Manager.**
- 4. Review and evaluate program performance at least quarterly to ensure provision of expected quality of service.**
- 5. Provide technical assistance for the Project Manager as needed.**
- 6. Monitor and evaluate program development and progress toward meeting enrollment and performance goals (See Addendum A).**

Agreement Amount and Invoice Process

The amount paid to CPLC shall be a maximum of \$720,000. The Parties have agreed that this is a cost-reimbursement contract, and that CPLC will be reimbursed funds on a monthly basis after submittal of end-of-month billing statements detailing and documenting the services provided by CPLC and its expenses. Payment will be made by LWDB through its fiscal agent, Navajo County, no later thirty (30) days after receipt of the Intake Specialists' billing.

The workforce board will use federal funds received from the State of Arizona. Under A.R.S. § 11-952(B)(3), the manner of financing and of establishing and maintain a budget for this Agreement shall be approved annually by each Party through its respective Board.

Modification to Agreement

This Agreement may be modified, given thirty (30) days written notice, at any time, given mutual consent of the Parties. Any modifications to the Agreement, to be valid, must be in writing, signed and dated by the Parties, with the effective date noted, and appended to the original Agreement.

Compliance

All Parties to the Agreement will remain in compliance with applicable federal laws, regulations and guidelines, state and local law, regulations, policies and procedures.

Services Agreement

Chicanos Por La Causa and Northeastern Arizona Local Workforce Development Board

Each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors who work on the contract to ensure that the other Party or subcontractors are complying with this warranty.

Integration and Merger

This Agreement, along with the RFP and the Response from CPLC constitutes the full and entire agreement of the Parties, and no representations have been made by the Parties other than those contained herein. In the event of a conflict of interest between the RFP, Response, and this Agreement, this Agreement shall control.

Notices

Any notices that may be required by this agreement shall be sent to the following addresses including via email:

Chicanos Por La Causa, Inc
Attn: Legal
1112 E. Buckeye Street
Phoenix, AZ 85034
contracts@cplc.org

NEAZ LWDB
Attn: Executive Director

180 N. 9th Street
Show Low, AZ 85901
stephanie.ray@navajocountyaz.gov

Indemnification

Each Party to this Agreement shall indemnify, defend, and hold harmless the other from and against any and all claims, losses, liability, damages, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of employment claims, bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this section shall survive termination of this Agreement. If a Claim or Claims becomes subject to this Indemnity section, the parties to the Claim(s) shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense and money damages.

Dispute Resolution

In the event that a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through mutual negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation. The Mediator shall be selected by mutual agreement amongst the Parties. If a mediator cannot be selected, or if mediation is unsuccessful, the matter will be resolved by binding arbitration, consistent with the Uniform Rules of Arbitration as adopted in the State of Arizona.

Attorney's Fees

Services Agreement

Chicanos Por La Causa and Northeastern Arizona Local Workforce Development Board

The successful Party in any arbitration or litigation arising under the terms of this Agreement shall be entitled to its costs, including reasonable attorney's fees and court costs from the non-prevailing Party.

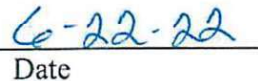
The Parties hereto have executed this Agreement upon effective on the date it is signed and approved by each party hereto.

Chicanos Por La Causa, Inc.


Date



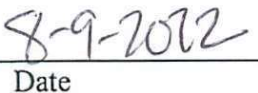
Chairperson Northeastern Arizona LWDB



Date



Navajo County Board of Supervisors Chairperson



Date

Exhibit A

Title IB Career Services Performance Measures

Program Year 2022

Service Goals and Performance Measures

Metric	Adult/DW	Youth
Service Goals		
Basic Services Enrollments	75	105
Individual Career Services Enrollments	38	54
Participants placed in WEX	8	25
Participants Placed in Training	20	17

Metric	Adult/DW		Youth	
	Performance Measures			
Participants Earning a Credential	16	80%	11	64.7%
Participants Employed at Exit	29	76%	42	77.8%
Median wage at employment	\$14.90/Hr	\$7748/qtr	\$13.00/hr	\$5050/qtr

Youth WIOA Services				
Personnel	% FTE	Annual Salary		Total
Terence Pinkston, Workforce Solutions Director	0.12	\$87,500		\$10,310
Tyson Knudsen, Deputy Director Workforce Solutions	0.18	\$80,000		\$14,140
Team Lead/Project Manager	0.59	\$55,000		\$32,403
Intake Specialist	0.59	\$45,000		\$26,512
Existing WIOA Staff	1.77	\$44,000		\$77,767
Total Personnel	3.24			\$161,132
Fringe	Salary Charged to Grant	Rate		
Terence Pinkston, Workforce Solutions Director	\$10,310	0.25		\$2,577.52
Tyson Knudsen, Deputy Director Workforce Solutions	\$14,140	0.25		\$3,534.88
Team Lead/Project Manager	\$32,403	0.25		\$8,100.78
Intake Specialist	\$26,512	0.25		\$6,627.91
Existing WIOA Staff	\$77,767	0.25		\$19,441.86
Total Fringe				\$40,282.95
Other	Unit Cost	FTE	Quantity	
Local mileage	0.585	2.59	17095	\$25,901.49
Cell phones	60	1.77	15	\$1,590.70
Laptops	2000	1.00	1	\$2,000.00
Office Supplies	150	0.59	24	\$2,124.00
Total Other				\$31,616.19
Client Supports				
WEX Wages for Youth	\$15	200	25	\$75,000
Occupational Training for Youth	3000	1	17	\$51,000
Supportive Services for Youth	252	1	35	\$8,820.00
Total Client Supports				\$134,820
Total Direct Costs				\$367,851
Indirect				\$59,224
Total Request				\$427,075

Total Funding \$ 719,962
Youth % 0.59
Adult/DW % 0.41

Adult/Dislocated Worker WIOA Services				
Personnel	% FTE	Annual Salary		Total
Terence Pinkston, Workforce Solutions Director	0.04	\$87,500		\$3,595
Tyson Knudsen, Deputy Director Workforce Solutions	0.12	\$80,000		\$9,860
Team Lead/Project Manager	0.41	\$55,000		\$22,597
Intake Specialist	0.41	\$45,000		\$18,488
Existing WIOA Staff	1.23	\$44,000		\$54,233
Total Personnel	2.22			\$108,773
Fringe	Salary Charged to Grant	Rate		
Terence Pinkston, Workforce Solutions Director	\$3,595	0.25		\$898.74
Tyson Knudsen, Deputy Director Workforce Solutions	\$9,860	0.25		\$2,465.12
Team Lead/Project Manager	\$22,597	0.25		\$5,649.22
Intake Specialist	\$18,488	0.25		\$4,622.09
Existing WIOA Staff	\$54,233	0.25		\$13,558.14
Total Fringe	\$13,455			\$27,193.31
Other	Unit Cost	FTE	Quantity	
Local mileage	0.585	1.81	17095	\$18,101.04
Cell phones	60	1.23	15	\$1,109.30
Office Supplies	150	0.41	24	\$1,476.00
Total Other				\$20,686.34
Client Supports				
WEX Wages for Adults and Dislocated Workers	\$15	200	8	\$24,000
Occupational Training Funds for Adults and DW	3000	1	20	\$60,000
Supportive Services Funds for Adults and DW	581	1	20	\$11,619
Total Client Supports				\$95,619
Total Direct Costs				\$252,272
Indirect				\$40,616
Total Request				\$292,887

**Northeastern Arizona Local Workforce Development Board
and
Chicanos Por La Causa, Inc – Workforce Solutions**

One Stop Operator Agreement

This Agreement is by and between the Northeastern Arizona Local Workforce Development Board (hereinafter referred to as the LWDB), constituted under terms of the Workforce Innovation and Opportunity Act of 2014 (WIOA), and the designated One Stop Operator for the LWDB.

Purpose

The purpose of the Agreement shall be to designate Chicanos Por La Causa, Inc – Workforce Solutions as the LWDB's One Stop Operator as provided for under WIOA Section 121 (d), and to describe in general terms the roles and responsibilities of the parties to the Agreement, procedures for modifications of Agreement, compliance requirements and other related purposes.

Navajo County, as the Chief Elected Official for the LWDB has the authority to enter into this Agreement under the provisions of A.R.S. § 11-952.

Terms of Agreement

This Agreement shall become effective July 1, 2022 and shall remain in force until June 30, 2023, unless circumstances require modified Agreement prior to the termination date.

Termination of Agreement

Any party to the Agreement may withdraw from the Agreement by giving written notice of intent ninety (90) days in advance of the effective withdrawal date. Notice of withdrawal shall be given in writing to all parties of the Agreement.

The Agreement may also be terminated in the event that grant funding upon which this Agreement depends is withdrawn by the State of Arizona or the federal government.

Notice is also hereby given that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 in the event of the discovery of a conflict of interest.

Service Delivery

The role of the One Stop Operator is to oversee the One Stop Workforce Delivery System. The One Stop Operator will be responsible for the operational activities concerning customer flow and overall quality and effectiveness of the Comprehensive Job Center located at 5515 S Apache Ave. Suite 200, Globe AZ 85501 and affiliate sites as designated in the Local Workforce Development Plan and the Memorandum of Understanding/Infrastructure Funding Agreement between the LWDB and WIOA Partners.

One Stop Operator Roles and Responsibilities

The contractor shall:

1. **Oversee various One-Stop System service delivery locations.**
 - a. **At a minimum, the One-Stop Operator will visit each of the service locations once a month or as determined by the NEAZ LWDB.**
2. **Provide Onsite Partner Leadership**
 - a. **Direct the workflow and delivery of services within the Job Centers in accordance with workforce system policies.**
 - b. **Conduct workflow analysis in the development of a needs assessment that identifies gaps and or challenges in service delivery. Analysis shall include the review of current welcome process and customer flow process map and accompanying policies and procedures**
 - c. **Submit recommendations of such assessments to the NEAZ LWDB and other system partners when applicable.**
3. **Analyze whether one-stop center staff possesses the appropriate training, tools and equipment needed to carry out job functions, including:**
 - a. **Creating a needs assessment that identifies existing gaps among staff and partner agency staff to ensure their success in supporting one-stop deliveries, and providing recommendations at quarterly meetings regarding specific training needs and professional development;**
 - b. **Reporting recommendations and results of staff training to the NEAZ LWDB and other system partners when applicable.**
4. **In coordination with the NEAZ LWDB, assure partners understand their roles in workforce system initiatives impacting customers, such as career pathways, sector strategies, etc.**
5. **Implement/Oversee ACRC initiative with the goal of increasing the number of job seekers who are registered with and working toward an Arizona Career Readiness Credential. Ideally, all job seekers entering the Job Centers will be given a login and explanation of the ACRC.**
6. **Act as the EO Officer for the LWDA, working with partner staff to receive all grievances and discrimination complaints.**
 - a. **Monitor, collect data, and investigate the recipient's activities and the activities of the entities that receive WIOA Title I financial assistance from the recipient.**
 - b. **Follow the LWDB's procedures for processing discrimination complaints.**
 - c. **Conduct outreach and education about equal opportunity;**
 - d. **Undergo training to maintain competency.**
7. **Submit the following reports and metrics to the NEAZ LWDB by the 15th day following month end (See Exhibit "A: One-Stop Operator "ARIZONA@WORK Northeastern Arizona Mthly Rpt-OSO"):**
 - a. **One-Stop referrals and enrollments, as well as referrals and enrollments received through WIOA programs operated by partner agencies, in furtherance of an integrated service delivery system. The One-Stop Operator shall gather data as required by the local board and disseminate as necessary.**
 - b. **Total number served by:**

**Comprehensive Center Affiliate Sites (list individually)
Virtual or Other Service Delivery Method**

- c. **Ratio of referrals to enrollments into partner programs**
 - d. **Total number placed in employment, and total number broken out by the following:**
 - Number of placed in targeted industries/ in-demand occupations**
 - Average wage of those placed in employment**
- 8. Contact Partners regarding challenges to providing One-Stop delivery resources as depicted and agreed upon in the MOU and Seek consensus and agreement regarding challenges with Partners' MOU compliance**
- 9. Ensure Americans with Disabilities Act and WIOA section 188 compliance for the ARIZONA@WORK Northeastern Arizona service delivery locations.**
- a. **ARIZONA@WORK Northeastern Arizona service delivery locations have and maintain adequate, up-to-date signage related to accessibility of space and programs in compliance with ADA and WIOA section 188.**
 - b. **Report annually to the NEAZ LWDB on ADA and WIOA section 188 compliance.**
- 10. Implement continuous quality improvement processes to determine efficiency of data tracking, collection, and analysis methods, and integrating lessons learned to update best practices.**
- a. **Assess current level of the effectiveness of quality services based on metrics defined by the NEAZ LWDB**
 - b. **Provide direction on corrective measures identified in the NEAZ WDB Corrective Action and Continuous Improvement Plans**
 - c. **Coordinate and adjust delivery practices in collaboration with partner programs based on the data collected in conjunction with the metrics defined by the NEAZ LWDB**
 - d. **Convene partners quarterly, or more frequently if requested by a majority of MOU partners, the One-Stop Operator or the Northeastern Arizona Local Workforce Development Board.**
 - e. **Provide written and verbal updates on the coordination of the service delivery of One- Stop partners and identify areas of strength and challenge areas.**
 - f. **Determine agenda and provide minutes to Partners for each meeting.**
 - g. **Provide meeting agenda and previous meeting minutes to the local board designee.**
 - h. **Coordinate with key partners and officials to review service delivery and efficiencies**

One-Stop Operator (OSO) Performance Measures

The LWDB expects the Contractor will consistently improve performance from quarter to quarter. The LWDB and its staff will provide technical assistance and training, based on the Contractor's need, to improve performance below. Oversight, monitoring, and evaluations will be conducted against the criteria below:

Performance Indicator	Definition	Goal
Integrated Service Delivery Coordination	Oversight of common welcome, orientation, and customer flow processes	Document progress and recommendations – 100%
ACRC Implementation	Ensure Partners are Trained on ACRC	Document progress and recommendations – 100%
	Develop Mechanism for Tracking New AJC Registrations	Document progress and recommendations – 100%
	Develop Mechanism to track percentage of new AJC Registrants who also are registered for ACRC	Document progress and recommendations – 100% Goal by 3 rd Quarter = 70% of AJC Registrants are also registered for ACRC
Center & System Partners	Coordinate system partner coordination in welcome function, customer flow, and client referral process	Document – 100%
EEO Compliance	In accordance with Federal, AZDES, and Navajo County regulations	Bi-annual audit – 0 findings
Participants/Business	Orientation and Registration in AJC	Keep statistics – 100%
Reporting & Accountability	Monthly Reporting to LWDB, Staff Development Plan, Customer Surveys	100%
Continuous Improvement	Participate in Development and Implementation of Continuous Improvement Plans	Document progress – 100%

Agreement Amount and Invoice Process

The amount paid to the One Stop Operator for the term of the agreement shall be up to \$140,040. If funds awarded for the contract term are not fully expended by a contractor by the end of the contract (June 30, 2023), unexpended funds will revert back to LWDB.

The parties have agreed that this is a cost-reimbursement contract, and that the One Stop Operator will be reimbursed funds on a monthly basis after submittal of end-of-month billing statements detailing and documenting the services provided by the One Stop Operator and its expenses. Payment will be made by LWDB through its fiscal agent, Navajo County, no later than thirty days after receipt of the One Stop Operator's billing.

The workforce board will use federal funds received from the State of Arizona. Under A.R.S. § 11-952(B)(3), the manner of financing and of establishing and maintain a budget for this Agreement shall be approved annually by each Party through its respective Board.

The parties do not contemplate the joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by the Local Workforce Development Board for the program shall be returned to and retained by it, and equipment furnished or purchased by the One Stop Operator for the program shall be returned to and retained by it.

Modification to Agreement

This Agreement may be modified, given thirty (30) days written notice, at any time, given mutual consent of the One Stop Operator and LWDB. Any modifications to the Agreement, to be valid, must be in writing, signed and dated by the Parties, with the effective date noted, and appended to the original Agreement.

Compliance

All Parties to the Agreement will remain in compliance with federal laws, regulations and guidelines, state and local law, regulations, policies and procedures.

Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other party or subcontractors are complying with this warranty.

Integration and Merger

This Agreement, along with the RFP and the Response from the One Stop Operator constitutes the full and entire agreement of the parties, and no representations have been made by the parties other than those contained herein. In the event of a conflict of interest between the RFP, Response, and this Agreement, this Agreement shall control.

Notices

Any notices that may be required by this agreement shall be sent to the following addresses:

Chicanos Por La Causa, Inc
Attn: Legal
1112 E. Buckeye Street
Phoenix, AZ 85034
contracts@cplc.org

NEAZ Local Workforce Development Board
Attn: Executive Director
180 N. 9th Street
Show Low, AZ 85901

Indemnification

Each party to this Agreement shall indemnify, defend, and hold harmless the other from and against any and all claims, losses, liability, damages, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of employment claims, bodily injury of any person (including death) or property damage, but only to the extent that such Claims

are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this section shall survive termination of this Agreement. If a Claim or Claims becomes subject to this Indemnity section, the parties to the Claim(s) shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense and money damages.

Dispute Resolution

In the event that a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through mutual negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation. The Mediator shall be selected by mutual agreement amongst the Parties. If a mediator cannot be selected, or if mediation is unsuccessful, the matter will be resolved by binding arbitration, consistent with the Uniform Rules of Arbitration as adopted in the State of Arizona.


Attorney's Fees

The successful Party in any arbitration or litigation arising under the terms of this Agreement shall be entitled to its costs, including reasonable attorney's fees and court costs from the non-prevailing Party.

The parties hereto have executed this Agreement upon effective on the date it is signed and approved by each party hereto.

Chicanos Por La Causa, Inc
One Stop Operator


Date



Northeastern Arizona LWDB Chairperson

6-22-22

Date



Navajo County Board of Supervisors Chairperson

8-9-2022

Date