

AGREEMENT BETWEEN
MARICOPA COUNTY BOARD OF SUPERVISORS and MARICOPA COUNTY
WORKFORCE DEVELOPMENT BOARD

This shared governance and multi-function agreement is made by and between Maricopa County, a political body duly organized and existing under the laws of the State of Arizona, and its Maricopa County Board of Supervisors (hereafter referred to as "BOS"), the Chief Elected Officials (CEOs) under the Workforce Innovation and Opportunity Act (WIOA), and the Maricopa County Workforce Development Board (hereafter referred to as "MCWDB"), the Local Workforce Development Board (LWDB) as designated by the Governor of Arizona, to articulate the relationship, roles, and responsibilities between the two entities as required by the federal Workforce Innovation and Opportunity Act (hereafter referred to as WIOA) of 2014 (Public Law No. 113-128). BOS and MCWDB are collectively referred to herein as the "Parties" and individually as "Party."

RECITALS

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

Whereas, Maricopa County is designated the Local Workforce Development Area by the Governor and is funded to administer WIOA in Maricopa County, outside of the City of Phoenix; and,

Whereas, the Maricopa County Board of Supervisors are the designated Chief Elected Officials by the State of Arizona; and,

Whereas, the Maricopa County Workforce Development Board is designated as the Workforce Development Board for the Maricopa County Local Workforce Development Area; and,

Whereas, all Parties acknowledge that WIOA laws and regulations, Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, State Law and applicable policies, the Arizona Department of Economic Security WIOA contract, and County policies must be adhered to in their entirety; and,

Whereas, the WIOA emphasizes local control so the Local Workforce Development Area can tailor services for the unique needs of that Local Workforce Development Area; and,

Whereas, the WIOA requires that a shared governance and multi-function agreement be entered into to delineate the role and responsibilities of the BOS, MCWDB (and its staff), Fiscal Agent, and any entity performing multiple functions; and,

Whereas, it is the desire of both parties to have an agreement that provides a basis for cooperation and partnership, which will lead to the success of the employment and training system (ARIZONA@WORK MARICOPA COUNTY) within the County and contribute to the overall economic prosperity of the region and its residents;

Therefore, in consideration of the recitals set forth above and incorporated by reference, the Parties agree as follows:

I. Purpose

The purpose of the Agreement is to define the roles and responsibilities of the BOS and MCWDB and establish the multi-function agreement between the BOS and MCWDB as required by the WIOA since the Maricopa County Human Services Department is performing more than one role.

II. Definitions

For the purposes of this Agreement, the following terms shall have the meaning set forth below:

- A. Career Services Provider:** the provider of services as specified in WIOA to “Adults” and/or “Dislocated Workers.”
- B. Chief Elected Officials (“CEOs”):** the Board of Supervisors (BOS).
- C. Conflict of Interest:** a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.
- D. Fiscal Agent:** the BOS, or designated entity, responsible to perform accounting and funds management for WIOA funds.
- E. Grant Recipient:** the BOS.
- F. Local Workforce Development Area (LWDA):** Maricopa County as designated by the Governor.
- G. Local Workforce Development Board (“LWDB”):** the Maricopa County Workforce Development Board (MCWDB) as defined by 20 CFR 679.310.
- H. One Stop Delivery System:** the workforce development, educational, and other human resource services joined in a seamless customer-focused service delivery network that enhances access to the programs’ services and improves long-term employment outcomes for individuals receiving assistance.
- I. One Stop Operator (“OSO”):** the entity that coordinates the service delivery of required one-stop partners and service providers as specified in WIOA.
- J. Training and Employment Guidance Letter (“TEGL”):** the guidance letter issued by the US Department of Labor.
- K. Training Provider:** An entity with a demonstrated ability of training individuals to enter quality employment, and that is included on the eligible training provider list.
- L. Vacancy Appointment:** a nominee selected to serve the remaining term of a vacant position.
- M. Vacancy Date:** the date the BOS approves the resignation or termination of an MCWDB member.
- N. WIOA:** the Workforce Innovation and Opportunity Act of 2014, as amended.
- O. Youth Services Provider:** the provider of services to youth as specified in WIOA.

III. Effective Date, Term, and Termination

- A.** This Agreement shall be effective July 1, 2023, until June 30, 2026, unless terminated as provided herein.
- B.** The Agreement may be renegotiated or terminated by either Party with sixty (60) days' notice in writing to the other Party. Such notice shall be given by personal delivery or by Registered or Certified mail.
- C.** This Agreement is subject to the statutory language of A.R.S. § 38-511, which are incorporated herein by reference.

- D. If any action is taken by any State agency, federal department, or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under or in connection with this Agreement, the Parties may amend, suspend, decrease, or terminate its obligations under or in connection with this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.
- E. This Agreement may be terminated by mutual written agreement of the parties specifying the termination date therein.

IV. Amendments

- A. Proposed amendments or termination to this Agreement may be offered by either Party in writing within sixty (60) days, at a minimum, to the other Party, via official electronic communication and certified mail. Adoption of such proposals shall be approved and enforced through a signed document by both Parties.
- B. The Agreement may be amended if the governance structure changes, if the Bylaws are amended, or in the event the regulations or laws change.
- C. Any amendment or change to the Agreement must be maintained at the MCWDB staff office and be available for monitoring by the state administrative entity.
- D. The entire Agreement of the Parties is contained herein, and this Agreement supersedes all prior agreements between the Parties relating to the subject matter thereof.

V. Notices of Election

A change of leadership of the MCWDB and the BOS does not constitute an amendment of this Agreement, but Parties shall provide notification of leadership changes as follows:

- A. Notice of an election of a new MCWDB Chair, as evidenced within the minutes of the MCWDB meeting, shall be provided to the Maricopa County Clerk of the Board.
- B. Notice of an election of any new BOS and/or the BOS Chairman, as evidenced within the minutes of the BOS meeting, shall be published on the BOS website within 10 days after the first BOS meeting of each calendar year.

VI. BOS Roles and Responsibilities

A. Delegated Functions

1. Unless otherwise indicated as non-delegable, the BOS may fulfill its roles and responsibilities through staff and/or contracts. Any staff or contractors assigned to fulfill BOS responsibilities shall comply with the provisions of Section XIII. Internal Controls, Conflict of Interest, and Firewalls.
2. The BOS designates the Assistant County Manager to serve as MCWDB liaison to the BOS;
3. The BOS designates Maricopa County Human Service Department to serve as Fiscal Agent for the MCWDB and be responsible for the receipt and disbursement of WIOA funds in the Local Workforce Area. The specific roles and responsibilities of the Fiscal Agent are identified in Section IX.
 - a) HSD staff involved in Fiscal Agent functions shall not be involved in policy or direct service provision activities of the Local MCWDB.
 - b) Any funding or costs shifted between the MCWDB budget and the

Service Provider budget(s) that results in an increased or decreased overall budget for either entity shall be presented to the MCWDB for review and authorization.

- c) BOS approval is required if the funds shift results in an increased budgeted amount for the MCWDB.
 - d) BOS approval is required if the funds shift results in a substantial decrease, as recognized by the MCWDB to the MCWDB budget.
4. To ensure proper separation of duties and functions, there shall be no commingling of budgets for the MCWDB staff, Fiscal Agent, and Service Provider (see Attachment A, Maricopa County Organizational Chart A, B, and C, respectively). Each of these functions shall have a separate budget and personnel with separate functions and hierarchical reporting chains. Notwithstanding the foregoing, personnel shall be individually and collectively responsible for reporting compliance with WIOA and regulations, OMB circulars, and State and County policies and statutes.
5. The BOS delegates signatory capacity to the Chairman of the BOS.

B. Misuse of Funds

- 1. The BOS are liable in their official capacity for any misuse of grant funds as described in WIOA.

C. MCWDB Bylaws

- 1. Per CFR 679.310 (g), the BOS must establish bylaws consistent with federal law, regulations, and State policy.

D. MCWDB Membership

- 1. The BOS shall solicit nominations for the MCWDB. The final selection and appointment of MCWDB members shall be made by the BOS in accordance with WIOA and State and Federal requirements and consider recommendations pursuant to Section VII F (2) Composition: The MCWDB shall be composed of the following:
 - a) The MCWDB shall be comprised of private business sector and public sector members.
 - b) The Board membership shall be representative of the Local Workforce Area's geography and business demographics.
 - c) The BOS will seek to have a MCWDB membership which is diverse in gender and ethnicity.
 - d) An individual may serve as a representative of more than one membership category if the individual meets all the criteria for representative in accordance with WIOA.
 - e) At least 51% of members shall be representatives of business in the Local Workforce Area who:
 - (1) Are owners of businesses, chief executives or operating officers of businesses, or other individuals with optimum policy-making or hiring authority;
 - (2) Provide employment opportunities in in-demand industry sectors or occupations, and provide high-quality work-relevant training and development opportunities to its workforce or the workforce of others in the case of organizations representing business;
 - (3) Are appointed from among individuals nominated by local business organizations and business trade associations; and
 - (4) At least two (2) members must represent small business as

- defined by the U.S. Small Business Association.
- f) At least 20% of the members must be workforce representatives with optimum policy-making authority. These representatives:
 - (1) Must include at least two (2) representatives of labor organizations nominated by local labor federations or other representatives of employees;
 - (2) Must include at least one (1) representative of a joint labor-management, or union-affiliated, registered apprenticeship program within the Local Workforce Area who must be a training director or member of a labor organization;
 - (3) May include one or more representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of individuals with barriers to employment, including organizations that serve veterans or support competitive, integrated employment for individuals with disabilities; and
 - (4) May also include one or more representatives of organizations that have demonstrated experience in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
 - g) The balance of the Board membership shall include the mandatory category of individuals with optimum policy-making authority as follows:
 - (1) At least one (1) eligible provider administering adult education and literacy activities under WIOA Title II, selected from among the providers serving in the Local Workforce Area;
 - (2) At least one (1) representative from an institution of higher education providing workforce development activities, including community colleges;
 - (3) At least one (1) representative from economic and community development entities;
 - (4) At least one (1) representative from the state Employment Service office under the Wagner-Peyser Act;
 - (5) At least one (1) representative from the programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title (i.e., the State Vocational Rehabilitation Program or the state agency responsible for the State Vocational Rehabilitation Program); and
 - h) Members may also include a non-mandatory category of additional Local Workforce Area representatives appointed by the BOS from:
 - (1) Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
 - (2) Governmental and economic, and community development entities who represent transportation, housing, and public assistance programs;
 - (3) Local Workforce Area philanthropic organizations; and,

- (4) Other appropriate individuals based on the WIOA law and regulations as determined by the BOS.

2. **Nominations**

Consistent with WIOA, the BOS adopts the following nomination criteria:

- a) All nominations submitted to the BOS for consideration must be submitted in writing and include sufficient supporting documentation to demonstrate the qualifications of the nominee.
- b) Nominees who are intended to serve as representatives of business in the Local Workforce Area must be appointed from among individuals nominated by business organizations and business trade associations.
 - (1) The CEO or designee of the nominating organization must sign the nomination letter submitted to the BOS.
 - (2) The nomination letter must acknowledge the nominee's optimum policymaking authority and include documentation of the candidate's curriculum vitae, resume, or work history.
- c) Nominees who are intended to serve as representatives of labor must be appointed from among individuals nominated by local labor federations.
- d) For the mandatory categories, nominees may be appointed from among individuals nominated by a senior executive from the agency or institution of employment or affiliation.
- e) For the mandatory category of adult education and literacy, a solicitation of nominations will be based on a solicitation of Local Workforce Area providers of adult education and literacy activities under WIOA Title II.
- f) For the mandatory category of higher education institutions, a solicitation of nominations will be based on a solicitation of institutions of higher education providing workforce development activities.
- g) For the non-mandatory categories, a solicitation of nominations will be based on a:
 - (1) Solicitation of community-based organizations (CBOs). Representative nominations from local CBOs must be qualified by being workforce-centered and having demonstrated positive performance for at least three to five years in the community.
 - (2) Solicitation of nominations from other optional representatives with a workforce mission/focus must hold promise for beneficial partnerships.
- h) Nominees shall meet the qualifications of the membership category for which they are applying. Nominees shall confirm their qualifications for the membership category for which they are applying in writing. Nominating organizations shall confirm the same.
- i) Members shall notify the MCWDB and the Clerk of the Board if they no longer meet the qualification criteria required by WIOA for their position on the MCWDB.
- j) All vacancies shall be publicly noticed on the Maricopa County website.

3. **Appointments**

- a) The BOS shall appoint each member of the MCWDB by majority vote.
- b) Reappointments will follow the same nomination process as outlined

in this Agreement and will be made within 120 days of the term expiration.

- c) Notification of appointments will be evidenced within the minutes of the BOS meetings.

4. **Terms of Office of BOS Appointees**

- a) Members appointed to the MCWDB shall serve three-year terms, except vacancy appointees who shall serve the remaining term of their predecessor. Upon expiration of his or her term, any MCWDB Member may continue to serve until the BOS takes action.
- b) Appointments will be staggered to the extent possible to have only one-third (1/3) of the membership expire in a given year.

5. **Resignations**

- a) Resignation by MCWDB members shall be submitted in writing to the MCWDB Chair and the Clerk of the Board. A member's resignation is effective only when accepted by the BOS.

6. **Terminations**

- a) BOS may remove a member for any of the following reasons:
 - (1) Failure to attend MCWDB meetings, as follows:
 - More than three consecutive absences from regularly scheduled meetings by any member during any 12-month program period (July 1 – June 30) shall result in the removal of the member from the MCWDB.
 - Any four absences from regularly scheduled meetings during a twelve-month period by any member during any 12-month program period (July 1 – June 30) shall result in the removal of the member from the MCWDB.
 - Within seven (7) days of notification of attendance policies violation a member may provide a written explanation to the MCWDB Chair on the reason for the absences.
 - Exceptions to attendance policies may be made by the MCWDB Chair due to special circumstances and shall be documented.
 - (2) Failure to comply with the Conflict of Interest and Ethics as required by WIOA, A.R.S. §38-502 et seq., and Maricopa County Internal Policy HR2421,
 - (3) Failure of a member to continue to hold the qualifications of membership which were the basis for their initial appointment.
 - (4) Documented malfeasance, fraud or abuse.
 - (5) Knowingly and intentionally acting in a manner that prohibits compliance with Federal law, State policy, or requirements set forth by the Workforce Arizona Council (WAC) or Department of Economic Security (DES). Examples include but are not limited to failing to meet deadlines and failing to provide requested information.
- b) "Just cause" for removal is established based on documented evidence of failure to meet the expectations outlined in Section VI.D.6.a. including but not limited to attendance records, conflicts of interest, or actions inhibiting compliance with Federal law, State policy, or requirements of the WAC or DES.
- c) Removal of a MCWDB member shall require a formal vote of the BOS.

7. Vacancies

- a) All efforts shall be made to fill MCWDB vacancies within 120 days of the vacancy by the BOS.
- b) If a vacancy occurs by other than an expiration of term, the vacancy shall be filled by appointment by the BOS for the unexpired portion of the term.
- c) In the event a vacancy cannot be filled within 120 days, Assistant County Manager, or delegate, shall request a waiver in writing to the Director of the State Workforce Development Board with an explanation of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy. The Assistant County Manager or his/her delegate must maintain written approval of the waiver request by the Director of the State Workforce Development Board for State monitoring purposes.
- d) Positions will be filled in compliance with WIOA.
- e) Nominees for a vacancy shall meet the criteria needed to fulfill the Board composition requirements of WIOA.

8. Compensation

- a) Members of the MCWDB shall serve without compensation except for any pre-authorized travel expenses incurred in connection with their duties, including transportation, meals, and lodging, in accordance with WIOA and all applicable Maricopa County policies and regulations.
- b) The BOS, through the Fiscal Agent, is authorized to reimburse those expenses identified in (A) post-travel to the extent such expenses are allowable and reimbursable under WIOA, Uniform Guidance, and all applicable County policies and regulations.

VII. MCWDB Roles and Responsibilities

- A. Unless otherwise indicated as non-delegable, the MCWDB may fulfill its roles and responsibilities through staff and/or contracts. Any staff or contractors assigned to fulfill MCWDB responsibilities shall comply with the provisions of Section XIII. Internal Controls, Conflict of Interest, and Firewalls.
- B. MCWDB serves as a strategic convener to promote and broker effective relationships with the County and the Maricopa County workforce system. The MCWDB shall maintain strategic and strong relationships with business organizations, chambers of commerce, labor and trade associations, education providers, and others as needed or required.
- C. MCWDB provides strategic and operational oversight for the workforce system as follows:
 - 1. Provide ongoing reviews of services available, access to services, service delivery, cost of services, and system and program administration;
 - 2. Seek to avoid duplication with other system and program monitoring;
 - 3. Review current plans and proposals for service delivery;
 - 4. Develop detailed actions and timeframes in coordination with the necessary workforce system partners; and
 - 5. Provide the BOS with system and program oversight updates in a quarterly report.
- D. The following MCWDB required roles and responsibilities shall be completed in a

timely manner by MCWDB members or at the direction of the MCWDB through staff, consultants, and/or allowable designated entities. MCWDB shall consult with County concerning all responsibilities delegated to staff consistent with the requirements set forth in Section XI.

1. **Workforce Research and Regional Labor Market Analysis**

The MCWDB will conduct analyses of the labor market and workforce system and integrate the findings into the Local Plan. The MCWDB will coordinate with key stakeholders, contracted staff (as needed), and other parties in order to present a well-rounded representation of the economic conditions in the Maricopa County LWDA.

2. **Convening, Brokering, and Leveraging**

The MCWDB will convene local workforce development system stakeholders to develop the local plan. The MCWDB will plan, coordinate and schedule all necessary meetings to execute the objectives of the local plan.

3. **Employer Engagement**

Lead efforts to engage with a diverse range of employers, entities in the region, and economic development entities to promote business representation on the MCWDB and develop effective linkages with employers to support employer utilization of the Maricopa County workforce system to ensure the workforce investment activities meet the needs of employers, and support economic growth in the region. The MCWDB shall coordinate with BOS economic development strategies and workforce priorities that align with WIOA.

4. **Career Pathways**

Collaborate with secondary and postsecondary education program representatives leading the efforts in the local workforce development area to develop and implement career pathways by aligning occupational training in the targeted occupations and in-demand industries.

5. **Proven and Promising Practices**

Identify, promote, and disseminate proven and promising strategies, initiatives, and practices for meeting the needs of all job seekers and employers. Specific attention will be given to system performance, service delivery benchmarking, and program design/evaluation to identify strengths and opportunities for continuous process improvement.

6. **Technology**

Develop strategies, including coordination with the County and all workforce system partners, for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, job seekers, and specifically those with barriers to employment. The MCWDB will address these issues from a strategic level and task the One Stop Operator with identifying referral tools and strategies between core partners.

7. **Coordination of Education Providers**

Coordinate activities with education and training providers, including those on the State-approved Eligible Training Provider List (ETPL) and all WIOA Title II service providers, to align education and training with MCWDB selected sectors to support career pathways.

8. **Accessibility for Individuals with Disabilities**

The MCWDB, through the One Stop Operator, will annually assess the physical and programmatic accessibility of all one-stop centers in the Local Workforce Area in accordance with the Americans with Disability Act of 1990.

9. **Certification of One-Stop Centers**

The MCWDB certifies all ARIZONA@WORK Maricopa County comprehensive and affiliate job centers every three (3) years in accordance with 20 CFR 678.800 and the WAC State Workforce Policy #6 Certification of the ARIZONA@WORK Job Centers.

E. Communication with the Public

1. All meetings of the MCWDB, including its committees and workgroups, shall be conducted in compliance with Open Meeting Law (Arizona Revised Statutes 38-431 et seq.). Meetings shall be open, and it shall be a stated policy that interested citizens or groups will be heard on workforce development matters.
2. The MCWDB shall meet not less than six times per year.
3. Within three (3) business days of any MCWDB meeting, including its committees and workgroups, the MCWDB staff shall make available the meeting minutes on the MCWDB website.
4. On behalf of the MCWDB, the MCWDB staff shall make available to the public on the MCWDB website information regarding the activities of the MCWDB, including but not limited to:
 - a) Local Plan, including any modifications;
 - b) List and affiliation of MCWDB members; and
 - c) MCWDB Bylaws.

F. Board membership

1. The MCWDB may solicit and refer candidates to apply for MCWDB membership.
 - a) The MCWDB Chair may recommend removal of a member for any of the reasons cited in Section VI.D.6.

G. Youth Committee

1. The Youth Committee shall be a MCWDB Standing Committee comprised of a minimum of five (5) members (MCWDB members and non-members) appointed by the MCWDB Chair in consultation with the Executive Committee, and BOS assigned staff.
2. Responsibilities of the Youth Committee may include, but not be limited to the following:
 - a. Identify eligible providers of youth workforce development activities by:
 - i. Exercising the option described in CFR 681.400 to have the grant recipient provide directly some or all of the youth workforce investment activities; and/or
 - ii. Choosing to recommend for MCWDB approval to competitively award grants or contracts to youth service providers to carry out some or all youth workforce investment activities;
 - b. Inform, assist, and make recommendations to the Executive Committee and the MCWDB in developing and overseeing a comprehensive youth program, including disconnected youth;
 - c. Foster integration and collaboration of youth activities in the local workforce development area;
 - d. Recommend system enhancements to ensure a broad range of services and opportunities for youth, including disconnected youth;
 - e. Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations

serving youth; and

- f. Provide leadership and support for continuous quality improvement efforts for youths services programs.
3. The term of each Youth Committee member shall coincide with the term of the MCWDB Chair or as determined at the discretion of the MCWDB Chair.
4. The term of the Youth Committee chair shall coincide with the term of the MCWDB Chair or as determined at the discretion of the board chair.

H. Officers

1. The MCWDB members select the MCWDB Chair and other officers, as described in the Bylaws.

I. Career Services

1. MCWDB selects the Career Services Provider. The expectations and terms of the service provider shall be documented in a contract approved by the MCWDB and BOS. Additional guidance on service provider selection can be found in Section VIII.

J. Operational Budget

1. The MCWDB shall have the operational budget for Adult, Dislocated Worker, and Youth Services presented to them for review and approval annually.
2. The MCWDB may have the Fiscal Agent present the annual budget.
3. The operational budget shall be approved no later than August 15th.
4. The annual approved budget must allocate all available WIOA funds for the fiscal year.

- K.** The MCWDB shall provide MCWDB member orientation.

VIII. Shared Roles and Responsibilities

- A. MCWDB Budget** The Parties share the responsibility for the MCWDB Budget as follows:

1. Development and Submission
 - a) MCWDB and their designated staff shall develop an annual line-item administrative budget and budget justification for the purpose of carrying out the duties as referenced in this Agreement.
 - (1) The budgeting period must be aligned with the County fiscal year, which runs from July 1 through June 30.
 - (2) The budget must be in accordance with all County policies and guidelines, WIOA, and Uniform guidance.
 - (3) MCWDB shall submit the annual line-item budget and budget justification to the Assistant County Manager by December 1 of each year.
 - (4) The administrative budget will be included in the overall WIOA budget that the Fiscal Agent submits to the BOS in order to establish an overall spending cap for the upcoming fiscal year.
 - b) The MCWDB shall review and approve the operational budget for Adult, Dislocated Worker, and Youth Services by major program by June 30th of each year for the budget year beginning July 1st.
 - (1) The total WIOA budget (operational and administrative) may not exceed the spending cap approved by the BOS.
 - (2) This presentation may be done by the service provider(s) and/or Fiscal Agent, at the discretion of the MCWDB.
 - c) Budget Review and Approval

- (1) The Fiscal Agent shall review the MCWDB budget to ensure it is in accordance with all County policies and guidelines, WIOA, and Uniform Administrative Guidance.
- (2) The Fiscal Agent shall provide the budget review to the Assistant County Manager and the MCWDB Executive Director.
- (3) The Fiscal Agent shall submit the budget to the Maricopa County Office of Management and Budget on behalf of the BOS.
- (4) The BOS at their discretion, shall review and approve the Budget in accordance with County policy.
- d) Ongoing monitoring
 - (1) On behalf of the BOS, the Assistant County Manager shall:
 - Monitor the MCWDB budget expenditures;
 - Notify the MCWDB Executive Director and the MCWDB Chair on expenditure and audit issues;
 - Provide updates to the BOS as requested.

B. WIOA Funds

1. BOS and MCWDB shall, to the best of their abilities, ensure all funds are expended prior to expiration with the assistance of the Fiscal Agent.

C. Local Plan

1. MCWDB and their staff shall develop the local plan for the Local Workforce Area every four years.
2. The Local Plan shall be consistent with the following:
 - a) WIOA Section 108;
 - b) State Unified Plan; and
 - c) BOS strategic priorities, including (but not limited to) economic development, regionalism, and priority populations.
3. On behalf of the BOS, the Assistant County Manager shall provide local plan feedback to the MCWDB Executive Director.
4. MCWDB shall vote and approve the local plan prior to the final submittal to the BOS.
5. The BOS shall review and approve the plan during a BOS meeting.
6. MCWDB shall submit the finalized local plan to the State only after receiving BOS approval.
7. The MCWDB shall follow the prescribed process in this section for all substantive (non-technical) local plan amendments.

D. Regional Plan

1. All Parties may collaborate with other Local Workforce Areas as necessary. In the event the Local Workforce Development Area is designated to be a planning region that includes other Local Workforce Areas, the Parties shall follow the same process as for the development and approval of the local plan.

E. Selection of Operators and Providers

1. While it is the responsibility of the MCWDB to select a One Stop Operator and providers, as discussed in the following sections, it is the responsibility of the BOS to execute contracts with selected entities/vendors. As such, selection of operators and providers is considered a shared function.
2. One Stop Operator(s)
 - a) Selection
 - (1) The MCWDB, with the assistance of their staff, shall determine the scope of work for the OSO.

- (2) The MCWDB shall competitively procure the One Stop Operator with the Maricopa County Office of Procurement Services and in compliance with County procurement policies.
- (3) The designation of an OSO must be approved by a majority vote of the MCWDB or designated committee or workgroup.
- (4) Once approved, the contract shall be forwarded to the BOS. The OSO contract shall be effective only when approved by the BOS.

3. **Provider(s)**

- a) Occupational Skills Training: The MCWDB shall encourage sufficient number and types of eligible training service providers consistent with the criteria established by the Governor and WIOA.
- b) Career Services: The MCWDB shall determine the selection criteria for the provider of Career Services, as specified in WIOA to "Adults" and Dislocated Workers."
 - (1) The MCWDB selects the Human Services Department Workforce Development Division as the Career Services Provider.
- c) Provider contracts may be competitively awarded for any WIOA services; if provider contracts are competitively awarded, they shall be publicly noticed and procured through the Maricopa County Office of Procurement Services.
- d) Youth Services: Pursuant to CFR 681.400(b), the MCWDB elects to have the grant recipient provide youth services through its Human Services Department.
 - (1) The MCWDB retains the right to instead provide youth services via competitively procured grants or contracts (CFR 681.400(b)).

F. Performance Measures

- 1. Negotiation and Approval of Performance Accountability Measures
 - a) The MCWDB and their staff shall obtain proposed performance accountability measures from the State.
 - b) Service providers shall propose performance accountability measures to the MCWDB for consideration.
 - c) The MCWDB shall determine the acceptable performance accountability measures for the Local Workforce Area with the Core Partners and service providers.
 - d) The performance accountability measures must be approved by a majority of the MCWDB. Once passed, the finalized performance accountability measures shall be submitted to the State by the required due date.
- 2. The MCWDB shall focus on required performance measures with outcomes and impacts. The MCWDB shall review current performance measures and reports, identify additional priority and subordinate performance measures to be collected, and work with any organization or entity required to report performance measures to determine reporting timeframes.

G. Local Board Policy

- 1. MCWDB shall create local board policies to provide strategic workforce direction and guidance in the Local Workforce Area in alignment with BOS priorities.
- 2. MCWDB, in coordination with Core Partners and service providers, shall

review proposed policies, develop new major policies, and approve major policies that affect the priorities for service, service target levels and limitations, and allocation of resources.

3. MCWDB shall create policies that are aligned with serving the WIOA priority populations and those with barriers to employment.
4. Policies must be approved by a majority of MCWDB members.
5. MCWDB staff shall keep written record of all approved MCWDB policies and ensure distribution to all Parties affected.
6. MCWDB shall provide approved policies to the BOS in the quarterly report.

I. Core Partner Agreement

1. MCWDB and their staff shall develop the Core Partner Agreement for the Local Workforce Area.
2. The Core Partner Agreement shall be consistent with WIOA, regulations, State and County policies.
3. The Assistant County Manager shall provide Core Partner Agreement feedback to the MCWDB Executive Director.
4. The Core Partner Agreement shall be reviewed by the Maricopa County Attorney's Office.
5. The Core Partner Agreement must be approved by a majority of the MCWDB.
6. Once approved, the request shall be forwarded to the BOS for approval. The Core Partner Agreement is effective only when approved by the BOS and the other Core Partners.
7. For all amendments to the fully executed Core Partner Agreement, the MCWDB shall follow the prescribed process in such Agreement.

J. Memorandum of Understanding and Infrastructure Funding for the One Stop Delivery System

1. The MCWDB, its staff and/or other allowable designated entity shall develop the Memorandum of Understanding for the One Stop Delivery System (MOU) and its accompanying Infrastructure Funding Agreement (IFA) not less than every three years in partnership with the BOS and other One Stop delivery partners.
2. The MOU and IFA are created through discussion, negotiation, and agreement.
 - a. The MOU shall include the items listed in 678.500 (b) 1-6, including a description of services through the one-stop delivery system, agreement of costs, referral methods, and access to services for adults, youth, those with barriers to employment, and individuals with disabilities.
 - b. The IFA shall include such costs in accordance with 678.700.
 - i. The IFA shall be reviewed and reconciled at least once annually with the information financial information provided by the Fiscal Agent and/or One Stop partners.
 - c. The MOU and IFA draft shall be shared with the BOS Liaison for review and comment.
 - d. The MOU shall provide a process by which periodic amendments and adjustments may be made.
3. MCWDB shall vote and approve the MOU and IFA, and its amendments, prior to the final submittal to the One Stop Partners for signature.
4. The BOS shall review and approve the final MOU and IFA, and its amendments.

K. Communication of Parties

1. The MCWDB and its staff shall prepare quarterly progress reports, which shall include but are not limited to, summaries of progress on goals, actions on each of the required roles, policies approved by the MCWDB, and anticipated activities of MCWDB for the next quarter.
 - a) The MCWDB Executive Director shall submit the quarterly reports for BOS review 45 days following the end of a quarter.
2. The MCWDB and its staff shall prepare and submit an annual report to the BOS for review and approval on or before October 1 of each calendar year.
3. At least annually, the MCWDB Chair, MCWDB Executive Director, and the Assistant County Manager shall provide briefings to the BOS regarding performance accountability measures, program oversight, MCWDB policy, strategic direction, and other areas, as deemed necessary.
4. The MCWDB Chair and the Assistant County Manager shall work together to identify new potential applicants to the MCWDB with skillsets that complement current Board members.

L. Amendments to the MCWDB Bylaws

1. Amendments to the MCWDB Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must:
 - i. Be submitted to the Maricopa County Attorney for legal review;
 - ii. Approved by the MCWDB;
 - iii. Receive final approval by the BOS.
2. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all MCWDB members, the BOS, County Attorney and will be posted on the ARIZONA@WORK MARICOPA COUNTY website.

IX. WIOA Fiscal Agent

- A.** The WIOA Fiscal Agent shall perform accounting and funds management for WIOA funding received.
- B.** The Fiscal Agent shall exchange information with the MCWDB and BOS, as necessary.
- C.** The Fiscal Agent shall provide the following financial services:
 1. Receive and disburse WIOA funds, which includes first-in, first-out accounting methods;
 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. Comply with State and Federal requirements and timelines as defined by DES;
 4. Be subject to an annual audit by the Auditor of State as well as periodic monitoring by DES;
 5. Cooperate in any audit procedure, respond to financial audit findings, and provide corrective action plans when necessary;
 6. Maintain proper accounting records and adequate documentation;
 7. Prepare financial reports;
 8. Conduct financial monitoring of the fiscal activities of sub recipients, contractors, and service providers;
 9. Provide technical assistance to sub recipients regarding fiscal issues;
 10. Review, recommend, and monitor the WIOA budget and its funds, including

- both administrative and programmatic funds;
- 11. Recommend the transfer of funds between Dislocated Worker and Adult programs, and provide this to the MCWDB Chair for signature;
- 12. Track and monitor the MCWDB receipts and expenditures in a separate Unit code;
- 13. Track and monitor WIOA Title I service provider receipts and expenditures in a separate Unit Code;
 - a) Career Services and Youth Services shall be tracked separately by Program Code.
- 14. Procure contacts or obtain written agreements on behalf of the MCWDB
 - a) Except for the One Stop Operator; and
- 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.
- D. The Fiscal Agent shall perform the following budgetary functions on behalf of the MCWDB:
 - 1. Under the guidance of the MCWDB, develop an annual budget by major program service type (Adult, Dislocated Worker, Youth, Rapid Response, and other types that may be identified by the MCWDB) that supports the strategic direction of the MCWDB.
 - 2. Present to the MCWDB when major program service type budgets increase, decrease, or it is deemed appropriate to move budgeted monies between major program service types.
 - 3. Reconcile the IFA costs at least annually.
- E. The fiscal Agent is subject to the internal control measures and firewall requirements described in Section XIII.

X. WIOA Career Services

- A. Those providing career services shall provide services in accordance with WIOA.
 - 1. The Career Service provider shall implement MCWDB policies and provide quarterly reports to the MCWDB on program service delivery, performance accountability, and continuous improvement.
 - 2. Service providers shall propose the following for review, consideration, and approval of the MCWDB:
 - a) Priority populations;
 - b) Service targets;
 - c) Budget utilization;
 - d) Performance measures.
 - 3. The person(s) responsible for carrying out the duties of the service provider will not be permitted to be appointed to complete the activities of the WIOA Fiscal Agent.
 - 4. Provider of Services shall follow OMB Uniform guidance, County, State regulation, policy, and law for procurement of required goods and services.

XI. MCWDB Staff

- A. Title 20 CFR 679.400 describes the MCWDB's authority to hire staff and the appropriate roles for the MCWDB staff as outlined in WIOA Section 107(f).
 - 1. Full costs for staff must be included in the MCWDB Board budget submitted to and approved by the BOS.
 - 2. Maricopa County shall be the employer of record for the MCWDB staff.

3. MCWDB staff shall be subject to the County's policies, procedures, and processes, including personnel policies and organizational oversight.
4. The MCWDB Board delegates personnel management responsibilities of the MCWDB staff to the assigned assistant county manager, and the assigned assistant county manager will consult with the MCWDB Chair on personnel matters, as necessary. See attached Organizational Chart for reporting relationship information.
5. MCWDB staff shall be subject to Maricopa County's policies, procedures, and processes regarding personnel, including but not limited to the confidentiality of personnel information.
6. MCWDB staff shall not provide core, intensive, and training services or participate in the operation of the One-Stop centers, including the management of personnel providing these services.
7. MCWDB staff are subject to the internal control measures and firewall requirements described in Section XIII.

XII. Conflict resolution

- A. Except as may otherwise be provided for by law, or otherwise specifically agreed upon by the parties, any dispute not involving the question of law that is not resolved between the parties within a reasonable time shall be submitted to the following Maricopa County's dispute process:
 1. Disputes must be filed with the Maricopa County Ombudsman.
 2. The Ombudsman shall respond in writing to the dispute within fourteen (14) days.
 3. The parties may abide by the decision. If the conflict is not resolved, the Party shall submit in writing to the Ombudsman and the other Party within seven (7) days that a resolution has not been reached.
 4. If either party determines it must pursue formal mediation related to this Agreement, either party may choose to contract with external mediation services. Contracted services would be at the contracting party's expense and would require following the usual processes for procurement and budget approval.
- B. If the conflict is not resolved, it will be resolved as directed by the Governor's Office.

XIII. Internal Controls, Conflict of Interest, and Firewalls

- A. MCWDB members, County employees, service providers, training providers, One-Stop Operator, and other workforce system stakeholders will report any official conflict of interest to the Assistant County Manager.
- B. In addition to the reporting requirements contained in County Policy HR2416 concerning "Avoidance of Conflicts of Interests", MCWDB staff shall also notify the MCWDB Chair concerning any alleged conflict of interest.
- C. MCWDB 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.
- D. Physical and electronic access will be limited to only the functions and responsibilities assigned to a specific WIOA role.
- E. Only staff performing Fiscal Agent duties may have access to the County's financial system(s) of record with regard to the funds overseen by the MCWDB.

- F. Service provider, Fiscal Agent, and MCWDB Staff shall not:
 - 1. Have involvement in one another's hiring, promotional, termination, discipline, or performance management matters;
 - 2. Have involvement in one another's vendor selections unless pre-approved by the MCWDB and BOS Liaison.
 - 3. Share information that is not considered a public record or seek approval from the MCWDB and BOS Liaison prior to sharing non-public records; or
 - 4. Have input into one another's standard operating procedures or internal policies.
- G. 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.
- H. No division and/or unit within the County may simultaneously provide services and oversee or monitor the provision of those services.
- I. All entities involved in MCWDB activities and functions, including but not limited to County employees, contracted vendors, and MCWDB members, are subject to performance and financial audits performed by the Maricopa County Internal Audit Department, an independent agency reporting directly to the Board of Supervisors. Entities shall comply fully with all audit requests and participate in the resolution of audit findings.
- J. The assistant county manager, as the executive manager over multiple roles, is expected to be aware of the potential competing interests of the MCWDB, One-Stop Operator, providers, Fiscal Agent, and other stakeholders.
 - 1. The assistant county manager shall refrain from intervening in the performance of duties assigned to the MCWDB staff by the MCWDB, if said duties are legally allowed, supported by the approved budget, and not prohibited by County policy;
 - 2. The assistant county manager shall:
 - a) 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 MCWDB and BOS;
 - b) Be mindful of the internal controls and firewalls outlined in this Section and make every effort to ensure they are not breached.

XIV. Sunshine Provision

- A. The MCWDB shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the MCWDB, 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 MCWDB.

XV. Agreement and Bylaws

- A. To the extent there is a conflict between this Agreement and the Bylaws of the MCWDB, this Agreement controls.

XVI. Notices

- A. Notifications and communications concerning this Agreement shall be directed to

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
MARICOPA COUNTY
WORKFORCE DEVELOPMENT BOARD

Approved By:
MARICOPA COUNTY

Leah Hill

Authorized Signature

August 17, 2023

Date

Clint Hickman

Clint Hickman, Chairman, Board of
Supervisors

AUG 29 2023

Date

Attested to:

Juanita Garza

Juanita Garza, Clerk, Board of Supervisors

AUG 29 2023

Date

08/29/23

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Andrea L. Cummings 8/17/2023

Deputy County Attorney

Date

the following:

Maricopa County Assistant County Manager
301 W. Jefferson 10th Floor
Phoenix AZ 85003

Maricopa County Workforce Development Board Executive Director
301 W. Jefferson 9th Floor
Phoenix AZ 85003

Maricopa County Clerk of the Board of Supervisors
301 W. Jefferson 10th Floor
Phoenix AZ 85003

XVII. Conflict Waiver

The Parties to this Agreement acknowledge that they are aware that the Civil Services Division of the Maricopa County Attorney's Office (Civil Division) may be chosen as the attorney for all the Parties. The Parties acknowledge that they are aware of a potential conflict of interest, and waive any claim of conflict of interest, which may arise by virtue of Civil Division's representation of another Party to this Agreement.

(Remainder intentionally left blank: Signatures to follow)