



YAVAPAI COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. 2117

**A RESOLUTION OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE DESIGNATION OF THE NORTHERN ARIZONA COUNCIL OF
GOVERNMENTS AS THE ENTITY RESPONSIBLE FOR THE EXPENDITURE OF
GRANT FUNDS AND PERFORMANCE OF RELATED FUNCTIONS AS NECESSARY
TO CARRY OUT THE REQUIREMENTS OF PUBLIC LAW 113-128, THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (THE ACT).**

WHEREAS, Pursuant to Public Law 113-128 Section 107(4)(C)(A) pursuant to 121d(2)(A) and 12(B)(II) of the Workforce Innovation and Opportunity Act (the “Act”), the Yavapai County Board of Supervisors (the “Board”) is designated as the local grant recipient for grant funds allocated for the provision of local services as provided in the Act; and,

WHEREAS, Pursuant to Public Law 113-128 of the Act, the Board is responsible for disbursement of grant funds allocated for workforce development activities to a Program Operator/One Stop Operator (PO/OSO)/Youth Provider to be designated by the Yavapai County Workforce Development Board (the “WDB”) with the approval of the Board; and,

WHEREAS, the Board is responsible for certain duties and activities with respect to the provision of local workforce development services pursuant to the Act and to the Intergovernmental Agreement (IGA) with an effective date of July 1, 2018 between the Board and the Arizona Department of Economic Security and,

WHEREAS, the Board wishes to authorize the WDB to hire an Executive Director as staff to the WDB; and,

WHEREAS the Board authorizes the WDB to designate a PO/OSO to perform the duties and activities for which the Board is responsible pursuant to the Act and the IGA; and,


WHEREAS, the Board has determined the Northern Arizona Council of Governments (NACOG) is qualified to perform the duties and activities as required by the County for the effective and efficient provision of local workforce development services under the direction of WDB per the WDB approved budget; and,

WHEREAS, the Executive Board unanimously voted on May 11, 2023, to approve the designation of NACOG as the PO/OSO for a term of four years;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board hereby authorizes the WDB to designate NACOG as the PO/OSO to provide staff support to the WDB and to provide other resources as necessary for the appropriate expenditure of grant funds allocated for local workforce development activities with WDB oversight and the provision of services relating to local workforce development activities.
2. The term of this agreement to designate NACOG as the PO/OSO began July 1, 2023 and ends June 30, 2027.
3. This authorization is expressly conditioned upon the execution of the Scope of Work memorandum as approved by June 30, 2023, identifying the respective roles, duties and obligations of the parties (Attached hereto as Exhibit A and incorporated by reference herein.) and upon the continued satisfactory performance by NACOG of its duties and activities as specified in the Provider Service Agreement and attachments thereto.

Approved and Adopted by the Yavapai County Board of Supervisors this 5th day of July, 2023, with an effective date of July 1, 2023.



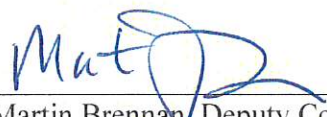
James Gregory, Chairman
Yavapai County Board of Supervisors

ATTEST:



Kim Kapin, Clerk of the Board Yavapai County

APPROVED AS TO FORM:



Martin Brennan, Deputy County Attorney

**PROVIDER SERVICE AGREEMENT
BETWEEN
YAVAPAI COUNTY WORKFORCE DEVELOPMENT BOARD
AND
NORTHERN ARIZONA COUNCIL OF GOVERNMENTS**

THIS SUPPLEMENTAL PROVIDER SERVICE AGREEMENT (Agreement) is entered into this 1st day of July, 2023 by and between the Northern Arizona Council of Governments (NACOG), and the Yavapai County Workforce Development Board (WDB), collectively referred to herein as “the Parties” and individually as a “Party.”

WHEREAS, NACOG is authorized pursuant to A.R.S. §11-952 as public agency and/or public procurement unit to enter into this agreement for the joint exercise of authority and powers for the purposes described herein; and

WHEREAS, the Yavapai County Board Of Supervisors (BOS), as the fiscal agent, is responsible for the disbursement of grant funds allocated for workforce development activities in Yavapai County under the federal Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, the WDB is authorized by the United States Department of Labor to designate the WIOA Title I-B Program Operator, appoint One Stop Operator (PO/OSO) and Youth Services Provider for workforce development services in Yavapai County under WIOA; and

WHEREAS, the WDB has designated NACOG as OSO and Youth Services Provider; and

WHEREAS, the WDB currently utilizes an Executive Director as well as support staff for the WDB; and

WHEREAS, the current WDB Executive Director and support staff are NACOG employees; and

WHEREAS, the Parties agree that it is in their mutual best interest to supplement and clarify the responsibility and authority for employees who provide services to the WDB and to NACOG; and

WHEREAS, the Parties have agreed to enter into this supplemental Agreement;

This authorization is expressly conditioned upon the execution of the Scope of Work Memorandum identifying the respective roles, duties and obligations of the parties (Attached hereto as Exhibit A and incorporated by reference herein.) and upon the continued satisfactory performance by NACOG of its duties and activities as specified in the Scope of Work Memorandum and attachments thereto.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term

- A. The term of the Agreement shall be from the date of the last signature hereto (the “Effective Date”) through June 30, 2026. This Agreement shall automatically renew for successive one-year terms unless terminated by the Parties in accordance with the terms of this Agreement.
- B. This Agreement supplements the Shared Governance Agreement (SGA) between the BOS and WDB dated June 7, 2023.

2. Funding

- A. NACOG shall continue to provide WIOA Title I-B services to Yavapai County, subject to review and oversight of the WDB and BOS. The BOS shall approve an annual budget developed by the WDB consistent with the local plan and the duties of the WDB under WIOA Section 107 (d) for the purpose of carrying out the duties of the WDB. Such a budget will be made based on the annual WIOA allocations received by Yavapai County. The WDB will approve in a joint meeting with the BOS such a budget and submit to the BOS for approval (WIOA 107 (d) (12) (A)). However, in an effort to better align the duties, responsibilities and authority per Workforce Arizona Council Local Governance Policy #1, the Parties agree that the grant funds received by BOS that are allocated for workforce development activities under WIOA shall be allocated directly to the WDB budget and shall be controlled by the WDB. NACOG shall continue as PO/OSO and Youth Services Provider. The WDB shall approve grant funds for such activities under WIOA in partnership with the BOS.
- B. The Parties shall abide by the Conflict of Interest – Firewalls. The WDB Executive Director, while a NACOG employee, is not to be present and shall not participate with procurement or selection of service providers. The WDB retains contractual services to develop and evaluate any requests for proposals for Yavapai County services from outside parties to ensure appropriate firewalls are in place.

3. Employee Sharing

- The Yavapai County WDB has appointed an Executive Director. The WDB Executive Director serves as the primary staff for the WDB and carries out WDB duties and responsibilities as defined in WIOA Section 107 (d). The Executive Director selects support staff as applicable.

Updated – 6/20/23

- The WDB Executive Director, when performing duties on behalf of the WDB, shall be supervised by the WDB in coordination with the County. The WDB Executive Director will supervise WDB support staff when performing duties on behalf of the WDB.
- Except as provided herein, WDB employees shall be employed by NACOG and shall be supervised by WDB in coordination and agreement with the BOS, who shall have shared authority for selection of all personnel working in or for WDB and shall take into account reasonable concerns of NACOG. The WDB shall be presented with a copy of the NACOG personnel policies in force upon execution of the agreement.
- If the same WDB employee(s) also perform(s) duties directly for NACOG, they shall be supervised by NACOG in performing such duties for NACOG.
- NACOG Title I-B employees shall be employed by NACOG and shall be supervised by NACOG, who shall have exclusive authority for selection of all personnel working in or for NACOG.
- WDB reserves the right to retain the WDB Executive Director and WDB staff, should either party separate from this agreement.
- The WDB Executive Director, while a NACOG employee, is not to be present and shall not participate with procurement or selection of service providers.
- The WDB shall retain contractual services to develop and evaluate any requests for proposals for Yavapai County services from outside parties to ensure appropriate firewalls are in place.

NACOG acts in the capacity of the Program Operator and is selected by the WDB as the Title I, One Stop Operator, and Youth Services Provider designated through a procurement process.

- NACOG program management staff is responsible for direct Title I-B services and One Stop Operations under the direction of the WDB.
- NACOG employees operate under the authority of the NACOG Executive Director.
- NACOG program management and staff shall not serve on the WDB Board and will not perform any Board functions.
- Separately, NACOG program management and staff perform duties as outlined in the One Stop Operator agreement; One Stop program coordination and cross-training for system partners; and coordinate work assignments with the One Stop Partners. This is accomplished through the One Stop Committee where all Partners are members.

Updated – 6/20/23

- The One Stop Operator reports to the WDB and its Executive Director as applicable, as defined in Attachment 1 to this Agreement.

4. Budget

- A. The WDB will complete and formally adopt an annual WDB operating budget prior to the start of each fiscal year.
- B. The fiscal year will commence July 1st and end June 30th.
- C. The WDB budget will be managed under the authority of the Board and include WIOA Title I-B Adult and Dislocated Worker, One Stop Operator and Youth Services, as well as WDB staff salaries, fringe, applicable indirect costs, professional and outside service, travel other costs, career services of Titles II, III and IV, and may include other program services as identified in 20 CFR §679.370.
- D. The NACOG program management staff will complete budgets for Title I-B programs. The programmatic budgets will be presented and approved by the WDB annually.
- E. Yavapai County will be responsible for monitoring and auditing expenditures of all funds.
- F. Yavapai County will request all draw-downs on behalf of the WDB and NACOG. No direct draws are allowable from the Provider.

5. Insurance

- A. Yavapai County has been designated as the local Grant Recipient and Fiscal Agent of the Yavapai County LWDA with liability for the WDB and for said funds, pursuant to Section 107 of the WIOA. The local government's Chief Elected Official(s) (CEO) in a local area is liable for any misuses of the WIOA grant funds allocated to the local area under WIOA Sections 128 and 133, unless the CEO reaches an agreement with the Governor to bear such liability.
- B. NACOG shall maintain in force and effect Commercial General Liability occurrence version insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, and shall include the following:
 - General Aggregate \$2,000,000
 - Products/Completed Operations Aggregate \$2,000,000
 - Personal and Advertising Injury \$1,000,000

Updated – 6/20/23

Damage to Rented Premises Liability \$50,000

Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the WDB, and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of NACOG.
 - b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of NACOG.
- C. NACOG shall maintain in force and effect automobile liability with limits of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of NACOG.
 - b. This requirement shall not apply to parties if they are exempt under A.R.S. § 23-901, and when NACOG executes the appropriate waiver form.
- D. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions: NACOG's policies, as applicable, shall stipulate that the insurance afforded NACOG shall be primary and that any insurance carried by WDB, its agents, officials, or shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E). Insurance provided by NACOG shall not limit NACOG's liability assumed under the indemnification provisions of this Contract.
- E. NACOG shall furnish certificates of insurance showing adequate insurance coverage to the other Parties at the time of execution of this Provider Service Agreement and, thereafter, whenever such insurance is renewed.
- a. Receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
 - b. Each insurance policy required by this Contract must be in effect at, or prior to, the commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- F. Applicable to all insurance policies required within the Insurance requirements of this Contract, NACOG's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the WDB. Within two (2) business days of receipt, NACOG must provide notice to the WDB if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the WDB Executive Director and shall be mailed, emailed, hand delivered or sent by facsimile transmission to said Director.
- G. NACOG's certificate(s) shall include all subcontractors as insureds under its policies or NACOG shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance requirements identified above. WDB reserves the right to require, at any time throughout the life of the Contract, proof from NACOG that its subcontractors have the required coverage.
- H. NACOG shall obtain Worker's Compensation insurance for its employees in satisfaction of statutory requirements.
- I. WDB may obtain Directors and Officers insurance as applicable. NOTE: WDB insurance coverage shall be directly charged to the Title-I grant.

6. Mutual Indemnification

Except as provided below and to the extent permitted by law, each Party to this Agreement (as "Indemnitor") agrees to defend, indemnify and hold harmless the other Parties, and such Party(ies)' officers, officials, employees, agents and directors (collectively, "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including but not limited to expert witness fees, attorney's fees and costs of defense and appellate appeal) herein referred to as "Claims", which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (indirectly or directly) to, or arising in any manner by reason of, the negligence acts, errors or omissions of any agent, officer, servant or employee of the Indemnitor or anyone for whom the Indemnitor may be legally liable, in the performance of this Agreement and the SGA.

7. General Provisions

- A. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.
- B. **Integration.** This Agreement contains the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all oral agreements, negotiations and representations between the Parties.

Updated – 6/20/23

- C. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as giving any third party any right, remedies or claims under this Agreement.
- D. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- E. Waiver. The waiver by any Party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other Party of the same provision or of different provisions.
- F. Binding Effect; Assignment. Except as otherwise provided in this agreement, every covenant, term, condition and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective and permitted successors, transferees and assigns. No Party may assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without all other Parties' prior written consent.
- G. Amendment. Any amendment to this Agreement shall be in writing, signed by an authorized representative of all Parties and attached to this Agreement. Absent agreement of all Parties hereto, any amendments shall not take effect until at least ninety (120) days after such amendment is executed.
- H. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same physical document. Such executions may be signed electronically and transmitted by facsimile or email and have the same force and effect as an original, physical signature. All fully executed counterparts, whether original or electronic executions and any combination thereof shall be construed together and constitute one and the same Agreement.
- I. This Agreement and the SGA remain subject to the terms and requirements of A.R.S. §38-511 and WIOA Public Law 113 – 128.
- J. Pursuant to A.R.S. §35-393.01, each Party to this Agreement confirms and represents that such Party is, and shall remain, in compliance with the terms of such statute and is not currently, nor will become engaged in, a boycott of Israel.
- K. Termination: Subject to paragraph 1 (C) of this Agreement, the Parties may terminate this Agreement only through a formal termination agreement signed by all Parties at least one hundred-twenty (120) days prior to such termination.

[SIGNATURES ON FOLLOWING PAGE]

Updated - 6/20/23

IN WITNESS THEREOF, the parties hereto have approved and affixed their signatures to this Agreement on the dates written below.

Yavapai County Workforce Development Board

By: 
Printed Name: Anita Payne
Title: Chairman

Date: 6/23/2023

Northern Arizona Council of Governments

By: 
Printed Name: ChMs Fetzer
Title: Executive Director

Date: 6/23 2023

Approved as to form only:

By: 
NACOG Legal Counsel
Mangum Wall Stoops & Warden PLLC

Exhibit A

WORKFORCE DEVELOPMENT BOARD (WDB) COMPOSITION ROLE AND RESPONSIBILITIES:

WHEREAS, the County has been designated as the Grand Recipient and Fiscal Agent of the Yavapai County Local Workforce Investment Act with liability for said funds pursuant to Section 107 of the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, the local government's chief elected official(s) is liable for any misuse of WIOA grant funds allocated to the local area under WIOA sections 128 and 133, unless the chief elected official(s) reach an agreement with Governor to bear full liability;

NOW, therefore be it resolved that the following roles and responsibilities are in agreement between all parties.

BOARD OF SUPERVISORS (BOS):

- 1) Per WIOA Section 107(c)(1) the BOS is authorized to appoint the members of the WDB in accordance with the criteria established by the Governor in partnership with the State Board (WIOA 107(b) (1).
- 2) The WDB will establish by-laws for BOS approval, consistent with all State policy for WDB membership.
- 3) The BOS will be in agreement on the Memorandum of Understanding (MOU) and Infrastructure Funding Agreement between the workforce system partners and the WDB.
- 4) Approve an annual budget developed by the WDB consistent with the local plan and the duties of the WDB under WIOA Section 107(d), for the purpose of carrying out the duties of the WDB. Such a budget will be made based on the annual WIOA allocation received by Yavapai County. The WDB will approve in a joint meeting with the BOS such a budget and submit to the BOS for approval as identified in WIOA 107(d)(12)(A).
- 5) The BOS delegates to the WDB the development of the WIOA 4-year local plan for the local area, and modifications of the plan as may be required by WIOA Section 108 and applicable state policies. The WDB will vote to approve such plan and forward to the BOS for approval.
- 6) As stated in WIOA 107 (d) and 20 CFR 679.370, the BOS and the WDB share governance responsibility for WDB functions such as local planning, program oversight, negotiating local performance accountability measures, selection of One Stop Operators and providers, and approving a budget for WDB activities.
- 7) The WDB will negotiate with the BOS and required partners on the methods for funding the infrastructure costs of one-stop centers in the LWDA in accordance with §678.715 and State Workforce Policy #5 MOU and Infrastructure Costs policy.
- 8) Except as provided herein, WDB employees shall be employed by NACOG and shall be supervised by WDB in coordination and agreement with the BOS, who shall have shared

authority for selection of all personnel working in or for WDB and shall take into account reasonable concerns of NACOG.

WORKFORCE DEVELOPMENT BOARD:

EXECUTIVE COMMITTEE

The Executive Committee will consist of five (5) private sector members including officers of the Board plus one (1) voice of the public sector, including labor representatives. These members will be appointed by the Board of Supervisors and represent business as optimum policy makers within their respective business. the Executive Committee will report directly to the Board of Supervisors. This can also be accomplished between the staff of the Board and the WDB, as described below:

- 1) Oversight/development of the One Stop System
- 2) Assist the Governor in developing a statewide employment statistics system under the Wagner-Peyser Act
- 3) Coordinate Workforce activities with Economic Development Regions and develop employer linkages as well as mutual planning as required by the Act
- 4) Promote private sector involvement in the statewide workforce development system
- 5) Appointment of the Youth Council members and any other committees at the discretion of the Chair
- 6) Work within the confines of the Open Meeting Law and WIOA to accomplish mutual goals
- 7) Identify, review and evaluate two comprehensive One Stop Centers for the County and, as applicable, satellite or affiliate sites
- 8) The Executive Committee acts on behalf of the WDB when a quorum is not present.

WORKFORCE DEVELOPMENT BOARD

- 1) Exercise authority to designate staff to the WDB and make recommendations related to compensation/performance evaluation for the WDB Executive Director and Administrative staff to the Board.
- 2) Develop and maintain the WIOA required Plan.
- 3) Authorize, oversee and approve the annual WIOA/Board budgets.
- 4) Select Providers for Youth, Adult, Dislocated workers per WIOA regulations.
- 5) Negotiate local performance standards with staff assistance and in partnership with the Board of Supervisors.

- 6) Develop a competitive process for One Stop Operator and make recommendation to the Board of Supervisors.
- 7) Not entertain and make report of any lobbying efforts of any individual group or organization.
- 8) Manage branding and marketing for Yavapai County designated One Stop locations.

ONE STOP OPERATOR

The One Stop Operator manages the operations and administrations of Yavapai County's Comprehensive One Stop Centers with oversight from the Workforce Development Board (WDB) Executive Staff. Roles and responsibilities will be as follows:

- 1) The One Stop Comprehensive Center Operator must coordinate across one-stop partners and service providers.
- 2) Convene meetings to discuss customer service.
- 3) Coordinate work assignments with the One Stop Partners.