

**SHARED LOCAL GOVERNANCE AGREEMENT  
BETWEEN  
CITY OF PHOENIX MAYOR  
AND  
PHOENIX BUSINESS AND WORKFORCE DEVELOPMENT BOARD**

This Agreement is made by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona ("**City**"), the Chief Elected Official of the City, ("**Mayor/Designee**") and the Phoenix Business and Workforce Development Board ("**PBWD Board**"), a local workforce development board as designated by the Governor of the State of Arizona ("**Governor**"). The City, Mayor/Designee, and PBWD Board, are collectively referred to herein as the "Parties," and individually as "Party."

**RECITALS**

1. 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, provide employers with a skilled workforce for global competitiveness, and to provide workforce activities through state and local workforce development systems; and
2. The City is designated as the local workforce development area by the Governor and is funded to administer WIOA in Phoenix; and
3. The City of Phoenix Mayor/Designee is the Chief Elected Official (CEO) of the City of Phoenix.
4. The PBWD Board is certified by the Governor as the workforce development board, providing oversight for the City's local workforce development area; and
5. The Parties acknowledge that WIOA laws and regulations, Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, state law and applicable policies, the Workforce Arizona Council policies, the Arizona Department of Economic Security WIOA intergovernmental agreement, and City policies must be adhered to in their entirety; and
6. The WIOA emphasizes local control so the local workforce development area can tailor services for the unique needs of that local workforce area; and
7. The WIOA requires that a shared local governance and multi-function agreement be entered, in order to delineate the roles and responsibilities of the Mayor/Designee, PBWD Board (and its staff), Administrative Entity, Fiscal Agent, and any entity performing multiple functions; and
8. 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 City, Mayor/Designee, and the PBWD Board, detail the functions of required roles to provide workforce development activities, and establish the multi-function agreement among the City, the Mayor/Designee, and the PBWD Board, as the City is performing more than one role. (20 Code of Federal Regulation (CFR) 679.430)

II. **Effective Date, Term and Termination**

A. This Agreement shall be effective on or about December 1, 2019.

B. This Agreement shall terminate upon the earliest occurrence of any of the following:

1. The PBWD Board is dissolved;
2. The funding from the State or U.S. Department of Labor is discontinued; or
3. Termination pursuant to the provisions of this Agreement.

III. **Definitions**

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

- A. **Administrative Entity** -The Designee responsible for the administrative oversight and functions of the PBWD Board. The PBWD Board has selected the City's Community and Economic Development Department (CEDD), Administration Research and Marketing (ARM) to serve in this role (See section XIII).
- B. **Career Services Provider** - A provider of services as specified in WIOA to Adults and/or Dislocated Workers.
- C. **Chief Elected Official (CEO)** - The chief elected executive officer of a unit of general local government in a local area; and is the City of Phoenix Mayor/Designee. The City of Phoenix Charter mandates that all administrative functions be delegated to the City Manager, and subsequently, his/her designee.
- D. **Core Partners** – Title I (Adult, Dislocated Worker, Youth), Title II (Adult Education), Title III (Wagner-Peyser Act), and Title IV (Vocational Rehabilitation).
- E. **Fiscal Agent** – The Designee responsible for performing accounting and funds management of the WIOA grant, at the direction of the PBWD Board, in the local workforce development area. The Mayor/Designee has selected the City's Human Services Department Management Services Division to serve as Fiscal Agent (See Section X).
- F. **Grant Recipient** - The CEO is the receiver of WIOA funds to be allocated for the adult, dislocated worker, and youth, employment and training activities.
- G. **Local Workforce Development Area (LWDA)** - City of Phoenix as designated by the Governor.

- H. **Local Workforce Development Board (LWDB)** - as defined by 20 CFR 679.310; means the Phoenix Business and Workforce Development Board (PBWD Board).
- I. **Mayor/Designee** – City of Phoenix Mayor or City Manager.
- J. **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.
- K. **One Stop Operator (OSO)** - The entity that coordinates the service delivery of required one stop partners and service providers as specified in WIOA.
- L. **Program Operator** - An organization or entity that directly provides either career services and/or youth services in the LWDA. The City's Human Services Department Business and Workforce Development Division is the program operator for the purposes of this agreement.
- M. **Training and Employment Guidance Letter (TEGL)** - A guidance letter issued by the U.S. Department of Labor to provide policy directives and guidance on various topics.
- N. **Vacancy Appointment** - A nominee selected to serve the remaining term of a vacant position on the PBWD Board.
- O. **Vacancy Date** - The date the Mayor approves the resignation or termination of a PBWD Board member.
- P. **Workforce Arizona Council (WAC)**– A council of business and community leaders, appointed by the Governor or local elected officials, who are responsible for advising and assisting the Governor in carrying out the WIOA.
- Q. **WIOA** - Workforce Innovation and Opportunity Act of 2014, as amended.
- R. **Workforce System Partners** – All of the required workforce system partners under WIOA.
- S. **Youth Services Provider** - A provider of services to youth as specified in WIOA.

**IV. Amendments**

- A. Any amendment or change to this Agreement shall be in writing and signed by all Parties.
- B. Any amendment or notice shall be maintained for review by the Arizona Department of Economic Security and/or the Workforce Arizona Council.

**V. Notices of Election/Leadership Change**

A change of leadership of the PBWD Board and the Mayor/Designee 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 PBWD Board Chair, as evidenced within the minutes of the PBWD Board meeting, shall be provided to the Phoenix City Clerk to the PBWD Board as provided in Article XIV below.
- B. Notice of an election of any new Mayor shall be communicated via memo from the Phoenix City Clerk to the PBWD Board as provided in Article XIV below.
- C. Notice of appointment of a new City Manager shall be communicated via memo from the Phoenix City Clerk to the PBWD Board as provided in Article XIV below.

**VI. Responsibilities of Mayor/Designee and Delegated Functions**

The Mayor/Designee serves as grant recipient for WIOA funds and designates the Fiscal Agent to perform accounting and funds management for WIOA funds at the direction of the PBWD Board (WIOA Section 107(d)(12)(B)).

- A. The Mayor/Designee designates the City's Human Services Department Management Services Division to serve as the Fiscal Agent on behalf of the Mayor and be responsible for the receipt and disbursement of WIOA funds in the LWDA.
- B. The Mayor/Designee designates the City's CEDD to serve as the PBWD Board Liaison to the Mayor.
- C. The Mayor/Designee delegates the CEDD as the final contract signatory after following all federal, state, local and PBWD Board policies.
- D. The Mayor/Designee assumes financial liability for any grant funds determined to be misused or unallowable even when alternate grant subrecipient or fiscal agents are appointed (WIOA Section 107(d)(12)(B)(i)(II)).
- E. The Mayor appoints members of the PBWD Board (WIOA Section 107(c)(1)) in accordance with the criteria established by the Governor in partnership with the State Board (WIOA Section 107(b)(1)).
- F. The Mayor and Phoenix City Council approves all significant actions of the PBWD Board, including the PBWD Board's competitive selection of youth, adult/dislocated worker services, and the One Stop Operator, and the PBWD Board's execution of the One Stop System Partner Memorandum of Understanding and Infrastructure Funding Agreement.

**VII. Local Board Membership**

The PBWD Board membership shall consist of no more than twenty-five (25) members with a majority of those members being from the business community. Within 30 days of a PBWD Board member's resignation or unscheduled vacancy, PBWD Board staff shall notify the Board Chairperson and the Mayor's Office of the current and upcoming vacancy(s).

- A. **Terms-** Appointments shall be for a fixed term of three years. Members may serve for two consecutive three-year terms. However, any member appointed as a Core Partner shall continue to serve until the agency/organization that appointed him/her identifies a replacement. Membership terms shall be staggered to ensure only a portion of the membership terms expire in any given year. The term of a member shall expire on the last day of June of the member's third year, unless the member is

reappointed for a second three-year term. Members appointed to fill a vacancy shall serve until the expiration of the term of the vacant seat with the option to serve two full three-year terms, thereafter.

- B. **Nomination and Appointment Process-** The PBWD Board Liaison will solicit new member recommendations from existing PBWD Board members, former members, outgoing members, and credible business organizations. Applications and résumés are reviewed by the PBWD Board's Executive Leadership Committee for consideration of appointment. The Board Liaison may contact a recommended individual for further information if needed. The Executive Leadership Committee will review all résumés and applications and select the best candidate for the vacant position and make recommendations of approval to the Mayor's Office for official appointment. The Executive Leadership Committee may reject all applications and continue the recruitment process to fill vacant positions. If the Executive Leadership Committee is unable to meet, the PBWD Board may make recommendations.
- C. **Nomination-** For each PBWD Board member position that requires a nomination, the nominating organization must submit to the Mayor a document signed by the organization's chief executive officer identifying the individual being nominated. The document must also acknowledge the nominee's optimum policy-making authority and include documentation of curriculum vitae, resume or work history supporting the qualification of the nomination.
- D. **Appointment-** The Board Liaison will submit a memo of appointment with the names of approved PBWD Board candidates, applications, résumés through the appropriate chain of command and to the Mayor and Phoenix City Council for final approval and official appointment by the Mayor and Phoenix City Council. By law, the Mayor is the membership appointing authority for the PBWD Board.
- E. **Change in status-** PBWD Board members must notify the Board Liaison and Chair when a change of employment alters the member's qualifications considered in making the initial appointment to the PBWD Board. If the member is in good standing, he/she will be considered for an alternate vacant position if one is available. If there are no vacancies available, the PBWD Board Member must resign or be removed by the Mayor.
- F. **Mid-term appointment-** PBWD Board members replacing out-going members mid-term will serve the remainder of the vacancy with the option to serve two (2) full three-year terms, thereafter.
- G. **Vacancies-** The PBWD Board Liaison will identify where vacancies have occurred and ensure a broad range of representation from identified business and industry sectors, education, labor organizations, apprenticeships, community and faith-based organizations, economic development agencies, and other members as outlined in the WIOA. It will be determined if existing members are eligible for re-appointment or have served the maximum two full three-year terms. (Filling an unexpired term does not count toward two full terms). The Board Liaison will provide the information on the board membership to make these determinations to the PBWD Board and Mayor's Office. To remain in compliance with the State's local governance policy, PBWD Board vacancies must be filled within 120 days of the term expiration or

unexpected vacancy. Reappointments must also be made within 120 days of the term expiration.

In the event a vacancy cannot be filled within 120 days, the Mayor must 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 Mayor must maintain written approval of the waiver request by the Director of the State Workforce Development Board and will be monitored according to the process outlined in their approved waiver request.

- H. **Election of Officers-** The Chair and Vice Chair shall serve concurrent two-year terms, beginning on July 1 of the following program year. Election of officers shall be held during the last meeting of each election year.

The Executive Leadership Committee (ELC) shall identify at least two (2), but no more than (3) persons, based on member attendance and engagement, who are current business members of the PBWD Board to run for each office. Elections will be conducted by the dissemination of nominations forms to each Board member no later than April of the election year. Recommendations for Board officers shall be presented to the full board for election. The election results will be forwarded to the City of Phoenix Mayor for appointment.

Candidates for office must be eligible to serve for at least two (2) more years. Members whose eligibility expires prior to the end of a two-year term, may not be a candidate for office. Board members may not have their term of office on the Board extended to fill a chair or vice chair role. The Immediate Past Chair (Chair Emeritus) shall mentor the newly elected Chair during a transition period of up to one (1) year.

In the event the Chair cannot fulfill the terms of his/her appointment for any reason, the Vice Chair shall perform such duties as the Acting-Chair until a new Chair is elected.

- I. **Removal-** PBWD Board members may be removed for cause as outlined in the approved March 14, 2019 PBWD Board Bylaws Section VI. The Workforce Arizona Council reserves the right to investigate regarding allegations of wrong doing that result in the removal of a PBWD Board member. The Mayor and PBWD Board Chair will be formally notified in advance of any such investigation and of the results.
- J. **Resignations-** PBWD Board members may resign at any time by written notice to the PBWD Board and the Mayor with 30 days' notice. The Board Liaison will notify the Mayor of resignations to the PWBD Board.
- K. **Compensation-** All members shall serve without compensation except for the reimbursement for travel and subsistence as provided by law for other City officers and employees (City Administrative Regulation 3.41) while on pre-approved City business and/or business travel.

- L. **Composition-** The members of the PBWD Board must meet the requirements of WIOA Sec. 107(b)(2) and the composition requirements outlined in the PBWD Board Bylaws Article V. Section I.

**VIII. PBWD Board Roles and Responsibilities**

In accordance with WIOA Sec. 107(d), 20 CFR. §679.370 and the WAC State Workforce Policy #1 the following subsections A and B define the shared and non-shared roles between the Parties.

**A. Non-Shared Roles and Responsibilities**

The following non-shared roles represent activities conducted at the sole direction of the PBWD Board.

**1. Labor Market Analysis**

- a. The PBWD Board, through the work of the Business Engagement Committee, provides Labor Market Information (LMI) through reports in several ways based on the inquiry or need to inform relevant stakeholders by:
  - 1. Providing a custom response to single companies or industry requesting information about a specific market and/or position.
  - 2. Providing relevant LMI information as it relates to the selection of career pathways to ARIZONA@WORK Job Centers and customers.
  - 3. LMI reports are provided on a quarterly basis to assist job seekers in furthering their understanding of an industry and to assist in the development of employment and education goals.

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

- a. The PBWD Board has created an integrated, interconnected system of providers including community and faith-based organizations, government agencies, education and training providers, business, WIOA Title I, II, III, and IV programs and mandated partners into the system in a streamlined manner that reduces duplication of services across programs. The PBWD Board convenes all mentioned stakeholders for the development of the Local Workforce Development Area Plan according to 20 CFR 679.550.
- b. At the direction of the PBWD Board, the One Stop Operator convenes all stakeholders quarterly and provides technical assistance, resource sharing and schedules collaborative meetings and trainings to align the workforce system partners.
- c. The PBWD Board leverages non-federal resources to support work experience opportunities for youth interested in serving in an ad-hoc member capacity for the Advancing Youth Workforce Committee.
- d. As described in WIOA Section 107 (b) (4) (A), the PBWD Board's committee membership includes Ad Hoc Members that assist the

PBWD Board and committee in carrying out convening, brokering, and leveraging functions at the direction of the PBWD Board.

**3. Employer Engagement**

- a. The PBWD Board promotes diverse industry representation by selecting employer representatives that align with the targeted industry sectors for the LWDA. The chart below includes the top five focus industries, which correlate to the experience that the current Board Members represent specific their industry. Seventy-one percent of the business engagement efforts are in the top five focus industries with twenty-nine percent in other industries.

<b>Targeted Industry Sectors</b>	<b>Business Engagement Efforts</b>	<b>Board Membership</b>
Advanced Business Services	31.0%	16.0%
Manufacturing	16.3%	4.0%
Health Care/ Life Science	11.0%	8.0%
Construction	8.5%	8.0%
Information Technology	4.2%	4.0%

*\*Subject to change based on membership*

- b. The PBWD Board and its committees receive monthly presentations and electronic information regarding current labor market industry data by Business Services staff.
- c. The Business Services staff provides the Business Engagement Committee monthly reports that provide all employer engagement activities to include:
  - 1. Work-Based Learning to include:
    - I. On the Job Training;
    - II. Customized Training; and
    - III. Incumbent Worker Training
  - 2. Recruiting; and
  - 3. Sector Industry updates
- d. On a regular basis, PBWD Board members attend other community industry sector partnership meetings to address the needs of focused industries in our local workforce development area and to promote ARIZONA@WORK.
- e. The PBWD Board's Strategic Plan and City of Phoenix Local Workforce Development Area Plan provides the approach to how workforce



investment activities meet the needs of employers and support economic growth for the LWDA. In addition:

1. Business Services staff to the PBWD Board's Business Engagement Committee meets with the ARIZONA@WORK City, County and State business engagement teams monthly;
  2. The City, County, and the Arizona Department of Economic Security business engagement teams have created best practices for collaborative and best practice approaches to the needs of employers; and
  3. Ongoing collaboration with various economic development entities and chambers occurs regularly to address the needs of business and focus on industry sector partnerships.
- f. The PBWD Board's Business Engagement Committee works directly with industry leaders throughout their network on a quarterly basis and hosts an industry sector networking event for businesses to attend and learn about best practices and needs for businesses.

#### **4. Career Pathways**

- a. The PBWD Board's strategic plan incorporates discussions of career pathways into board meetings and ensures regular reports are provided as to what the core partners are doing together to develop career pathways as a viable option within the region.
- b. Based on the PBWD Board's strategic plan, ARIZONA@WORK City of Phoenix is incorporating career pathways with portable, stackable and transferrable credentials within the WIOA network by identifying industry sectors and engaging employers to participate. The educational system is assisting in the development of the curriculum and training programs.

#### **5. Proven and Promising Practices**

The PBWD Board was recognized by the U.S. Department of Labor for having the ARIZONA@WORK City of Phoenix job centers and youth services providers in the areas with the highest need populations.

- a. At the direction and support of the PBWD Board, ARIZONA@WORK City of Phoenix provides WIOA workforce services that benefit current and new public housing families in the Marcos de Niza and Edison-Eastlake Community (as well as neighborhood residents). The Jobs Plus Grant and Choice Neighborhoods Implementation grant through U.S. Housing and Urban Development funded two Workforce Development Specialist positions at each location, leveraging the WIOA grant funds through case management, employment opportunities, and workshop facilitation. Through this partnership, the Workforce Development Specialist coordinates onsite hiring events to allow the

public housing families in the targeted communities to have direct access to the larger workforce development system.

- b. The Strengthening Working Families Initiative (SWFI) is a PBWD Board supported multi-agency collaborative partnership funded by the U.S. Department of Labor and is implemented by City of Phoenix Human Services Department. SWFI recruits, trains and assists low income parents with dependent children in securing and retaining employment in targeted middle to high skilled H-1B occupations. SWFI targets Healthcare, Information Technology and Business H-1B occupations. Utilizing a coordinated co-case management approach focusing on family centered employment, the project works to remove barriers to training encountered by low income parents, specifically access to quality child care and support services that lead to job placement with livable wages.
- c. Through the support and direction of the Board, all ARIZONA@WORK City of Phoenix career advisors have obtained, or are in the process of obtaining, their Global Career Development Facilitation (GCDF) credential through the National Career Development Association (NCDA) and Career Workforce Development Professional (CWDP) credential through the National Association of Workforce Development Professionals (NAWDP). These credentials qualify the center with highly trained career counselors, skilled in advising job seekers of their options, knowledgeable about local labor market dynamics, aware of available services inside and outside the one stop center, and skilled in developing customers' skills for employment success as stated in Training and Employment Guidance Letter (TEGL) WIOA NO: 4-15.
- d. ARIZONA@WORK City of Phoenix embarked on a unique partnership with the City of Phoenix Municipal Court where workforce staff provide services to individuals with suspended licenses who are being offered an opportunity to participate in a payment plan to pay-off court fines in a specified amount of time. Suspended licenses fines can easily exceed \$1,200. Court officials had previously identified that many individuals are unemployed or underemployed and therefore unable to pay their fines in a timely manner. The pilot, called "License to Work," is pairing those with suspended licenses with an ARIZONA@WORK City of Phoenix case manager to assist them in getting employed quickly. This will enable them to participate in the payment program, pay off their debt, and get on with their lives. Staff spends six hours per week meeting with attorneys and judges for the common good of customers who are participation in this initiative. The City of Phoenix Municipal Court is reporting that 90% of the program participants are current with their payment plans.

- e. In partnership with the CEDD the PBWD Board utilizes Work-Based Learning contracts as an economic development tool for Business Attraction and Retention.

## **6. Technology**

- a. The PBWD Board, through the Local Workforce Development Area Plan, has established the need to develop strategies that augment traditional service delivery to better meet the needs of individuals with barriers to employment.
- b. The ARIZONA@WORK City of Phoenix Job Centers utilize a lobby management tool called Virtual One Stop System (VOS) Greeter which allows the centers to track the actions and services of shared customers upon entering the facility. The PBWD Board is researching technology strategies, for all partner programs, to maximize accessibility for jobseekers and employers through a comprehensive case management system.
- c. The ARIZONAatWORK.com/phoenix website serves as the primary landing point for service and location identification. Job seekers and employers have web access to information about services and programs provided by each LWDA. The Memorandum of Understanding (MOU) agreement between the One Stop System Partners and the PBWD Board defines how the One Stop System Partners will make use of the ARIZONA@WORK City of Phoenix website to let customers and employers know how to access services.

## **7. Coordination with Education Providers**

As detailed in the Local Workforce Development Area Plan, and part of the procurement process for the Arizona Department of Education Adult Education Services, the PBWD Board reviews competitive applications for Adult Basic Education subcontracted services and provides comments regarding how the application aligns with the Local Workforce Development Area Plan. The feedback provided is used by the Arizona Department of Education Adult Education Services during the evaluation of the application.

## **8. Accessibility for Individuals with Disabilities**

- a. As detailed in the Local Workforce Development Area Plan, ARIZONA@WORK City of Phoenix system partners are mindful of and dedicated to ensuring physical and programmatic accessibility for individuals with disabilities. The One Stop Operator is charged with, as one of its responsibilities, ensuring that all facilities, technology, and services, employment placements and outreach materials are compliant with the Americans with Disabilities Act (ADA) and Equal Opportunity (EO) guidelines.

- b. Job Center staff will make every reasonable effort to meet the need of any individual identifying an accommodation for participation or accessibility. This includes enlarged print materials, listening systems, qualified sign language interpreters, Braille, audiocassettes, etc. Further, Job Center staff will make reasonable changes to an activity so that participants can understand and participate. If the Job Center or Vocational Rehabilitation staff does not have an existing accommodation method, staff will research a means and acquire the item, process or technology, within reason.
- c. The ARM Quality Assurance (QA) team coordinates and provides annual EO training to staff on addressing the needs of individuals with disabilities. QA oversees the contractor who monitors facilities to ensure ADA compliance.

### **9. Eligible Providers of Training Services**

- a. The PBWD Board establishes criteria and information requirements, in addition to the criteria and information requirements established by the Governor, every two years for determining the eligibility of providers of training services to receive WIOA funds.
- b. Training services are provided in a manner that maximizes consumer choice in the selection of an eligible provider of such services.
- c. Priority consideration is given to training programs that lead to recognized postsecondary credentials, that are aligned with in-demand industry sectors and occupations in the LWDA.
- d. The PBWD Board makes available the list of eligible providers of training services, known as the State Eligible Training Provider List (ETPL) and in accordance with WIOA section 122(d).

### **10. ARIZONA@WORK Job Center Certification**

The PBWD Board certifies all ARIZONA@WORK City of Phoenix 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.

## **B. Shared Roles and Responsibilities**

The following shared roles represent activities conducted at the direction of the PBWD Board and in partnership with the CEO (Mayor/Designee).

### **1. Local Policy**

In partnership with the CEO the PBWD Board has established the ARIZONA@WORK City of Phoenix Policy Protocol to provide a standardized method of coordination and development to create consistent, transparent policies. Policies must be approved by a majority of the PBWD Board and its committee members.

Consistent with state policies (20CFR 679.310(b)) the PBWD Board shall:

- a. Create local board policies to provide strategic workforce direction and guidance in the LWDA.
- b. In coordination with workforce system partners and service providers, 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.
- c. Create policies that are aligned with serving the WIOA priority populations and those with barriers to employment.
- d. Keep an electronic record of all approved PBWD Board policies and ensure distribution to all Parties affected.
- e. Publish approved policies to the ARIZONA@WORK City of Phoenix website.

## **2. Local Workforce Development Area Plan**

In partnership with the CEO the PBWD Board and its staff shall develop the Local Workforce Development Area Plan (local plan) for the LWDA with local workforce development system stakeholders every four years with a two-year revision.

- a. The Local Plan shall be consistent with:
  1. WIOA Section 108;
  2. State Unified Plan; and
  3. The Mayor's strategic priorities, including, but not limited to, economic development, regionalism, and priority populations.
    - I. The Mayor or Designee shall provide local plan feedback to the PBWD Board Executive Director.
    - II. PBWD Board shall vote and approve the local plan prior to its final submittal to the Mayor.
    - III. The Mayor and City Council shall review and recommend approval of the local plan during a Phoenix City Council meeting.
    - IV. PBWD Board shall submit the finalized local plan to the State only after receiving the approval of the Mayor and City Council.
    - V. The PBWD Board shall follow the prescribed process in this section for all substantive (non-technical) local plan amendments.

## **3. Program Oversight**

In partnership with the CEO, the PBWD Board shall ensure system and program oversight by:

- a. Support the local workforce system by designating the PBWD Board's Continuous Improvement Committee to review available metrics and data to conduct program oversight, assess needed changes in services

and budget allocation to comply with program changes mandated by WIOA, and provide updates to the PBWD Board on a quarterly basis;

1. The performance metrics will include ARIZONA@WORK City of Phoenix WIOA youth, adult, dislocated worker program, competitive grant activities, and funds utilized to maximize performance outcomes, the one stop operator and the local service delivery system (Core Partners) (WIOA Sec. 116).
- b. Review all annual monitoring reports.
- c. Review current plans and proposals for service delivery and develop detailed actions and timeframes in coordination with the necessary workforce system partners through the PBWD Board's Service Delivery Committee; and
- d. Provide the Mayor/Designee with system and program oversight updates.

#### **4. Performance Accountability Measures**

In partnership with the CEO, the PBWD Board will negotiate and approve performance accountability measures (WIOA Section 116 (c)).

- a. The PBWD Board and its staff shall obtain proposed performance accountability measures from the State.
- b. Program Operator shall propose performance accountability measures to the PBWD Board for consideration.
- c. The PBWD Board shall determine the acceptable performance accountability measures for the LWDA with the core partners and service providers.
- d. The performance accountability measures must be approved by a majority of the PBWD Board. Once passed, the request shall be forwarded to the Mayor/Designee for approval. Only after Mayor/Designee's review, can the finalized performance accountability measures be submitted to the State.
- e. The PBWD Board shall focus on required performance measures with outcomes and impacts. The PBWD Board 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. Performance measures will be included in the Local Workforce Development Area Plan and reviewed every two years.

#### **5. Selection of One Stop Operators and Providers**

The PBWD Board must determine the selection for the one stop operator, and adult, dislocated worker, and youth services providers, in compliance with WIOA requirements. In partnership with the CEO, the PBWD Board shall maximize performance outcomes by ensuring sufficient number and types of eligible

service providers who are consistent with the criteria established by the Governor and WIOA. All competitive awards and contracts will be publicly noticed as required by the PBWD Board procurement policies located at: <https://arizonaatwork.com/locations/city-phoenix/policies>

a. One Stop Operator (OSO) Selection

1. The PBWD Board with the assistance of its staff shall determine the scope of work for the OSO and manage the contract.
2. The PBWD Board shall competitively procure the OSO with the CEDD Procurement Manager and in compliance with City's procurement policies.
3. The designation of an OSO must be approved by a majority vote of the PBWD Board or designated committee.
4. Once approved by the PBWD Board, the OSO contract award shall be forwarded to the Mayor/Designee. The OSO contract shall be effective only when approved by the Mayor/Designee and Phoenix City Council.

b. Career Services Provider Selection

1. Career Services may be provided directly by the one stop operator or through contracts with direct service providers that are approved by the PBWD Board. (20 CFR 680.160).
2. The PBWD Board has selected to enter into an agreement with the City's HSD Business and Workforce Development Division (**Program Operator**) for Career Services ("Program Operator Agreement"). A copy of that **Program Operator Agreement** is attached as Exhibit 1 to this Agreement. Under the Program Operator Agreement, the Program Operator provides Career Services directly and through subcontracts with other service providers. These services may be self-performed or performed by a subcontractor, with prior written approval by the PBWD Board. The procurement of these contracts will be conducted by the CEDD Procurement Manager. For the subcontracts, the Program Operator manages those contracts and provides quarterly and annual updates to the PBWD Board's Continuous Improvement Committee on budget and performance outcomes. Any amendments to the Program Operator Agreement, or any subsequent agreement with the City's Program Operator regarding career services, shall be sent to all of the Parties to this agreement and added as a supplement to Exhibit 1 of this Agreement.

c. Youth Services Provider Selection

1. Consistent with WIOA section 123, the PBWD Board shall identify eligible providers of youth workforce development activities in the LWDA by awarding contracts on a competitive basis based on the recommendations of the PBWD Board's

Advancing Youth Workforce Committee and may recommend termination for cause the eligibility of such providers.

2. Under the direction of the PBWD Board, the Program Operator subcontracts youth program services for delivery within the LWDA, manages the contracts and provides quarterly updates to the PBWD Board's Advancing Youth Workforce Committee on performance outcomes. The procurement of these contracts will be conducted by the CEDD Procurement Manager.

d. **Competitive Grants**

1. As directed by the PBWD Board, the Program Operator will prepare and submit applications for competitive grant funding opportunities to expand workforce development offerings. For any funded grant applications, Program Operator will implement a work plan and provide it to the PBWD Board for approval. The procurement of these contracts will be conducted by the CEDD Procurement Manager.

**6. Regional Plan**

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

**7. Memorandum of Understanding (MOU) between WIOA System Partners**

- a. In partnership with the CEO, the PBWD Board and its staff shall develop the MOU for the LWDA.
  1. The MOU shall be consistent with WIOA regulations and State and City policies.
  2. The ARM Director/Designee shall provide MOU feedback to the PBWD Board Executive Director.
  3. The MOU shall be reviewed by the City Attorney's Office.
  4. The MOU must be approved by a majority of the PBWD Board.
  5. Once approved, the request shall be forwarded to the Mayor/Designee for approval. The MOU is effective only when approved by the Mayor/Designee, Phoenix City Council and the other WIOA System Partners.
  6. For all amendments to the fully executed MOU, the PBWD Board shall follow the prescribed process in the MOU.

**8. Advancing Youth Workforce Committee (AYWC)**

- a. In accordance with the Arizona Department of Economic Security Youth Program Policy, Section 201.02, and in partnership with the CEO, the PBWD Board will include a youth committee called the Advancing Youth Workforce Committee (AYWC) that will provide information and assistance with



planning, operational, oversight, and other issues relating to the provision of services to youth.

1. The AYWC must include a member of the PBWD Board, who will chair the committee, members of community-based organizations with demonstrated records of success in serving eligible youth, and other individuals with appropriate expertise and experience who are not members of the PBWD Board.
  2. AYWC members may represent agencies such as secondary and postsecondary education, training, health, disability, mental health, housing, public assistance, and justice, or be representatives of philanthropic or economic and community development organizations, and employers. The committee may also include parents, participants, and youth.
- b. Under the direction of the PBWD Board, the AYWC may:
1. Recommend policy direction for the design, development and implementation of programs that benefit all youth.
  2. Recommend the design of the comprehensive community youth workforce development system to ensure a full range of services and opportunities for youth, including disconnected youth.
  3. Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations serving youth.
  4. Recommend ways to coordinate youth services and eligible youth service providers.
  5. Provide on-going leadership and support for continuous quality improvement for local youth programs.
  6. Assist with the planning, operations, and selection of youth providers through competitive grants or contracts, and the termination of such providers, based on the recommendations of the Advancing Youth Workforce Committee.
  7. Report back to the PBWD Board on issues as directed by the PBWD Board.

## **9. Annual Budget**

As stated in WIOA Section 107(d)(12) the Parties share the responsibility for the annual budget as follows (Further details are provided in Section X: WIOA Fiscal Agent Designee):

- a. Development and Submission
  1. In partnership with the Fiscal Agent, the PBWD Board, and its designated staff, shall develop an annual budget for workforce activities in the LWDA and budget justification for carrying out the duties as referenced in this agreement.
  2. The budgeting period must be aligned with the

City's fiscal year, which runs from July 1 through June 30.

3. The budget must be in accordance with all City policies and guidelines, WIOA, and Uniform Administrative Guidance.

b. City Review and Approval

1. The Fiscal Agent shall prepare the annual budget to ensure it is in accordance with all City policies and guidelines, WIOA, and Uniform Administrative Guidance.
2. The Fiscal Agent shall provide the draft annual budget to the City's Budget and Research Department and the PBWD Board Executive Director.
3. The Mayor and Phoenix City Council, in their discretion, shall review and authorize the annual budget in accordance with City policy.

**10. Communication of Parties**

a. The PBWD Board and its staff shall prepare progress reports, including summaries of progress on the PBWD Board strategic plan goals as they relate to the Local Workforce Development Area Plan and the LWDA.

b. The PBWD Board and its staff shall prepare and submit an annual report to the Mayor, City Council and Sub-committees for review.

**IX. Administrative Entity Designee**

The PBWD Board has designated the City's CEDD as the Administrative Entity. ARM shall staff the PBWD Board as necessary to perform administrative and oversight duties. ARM staff shall meet identified benchmarks to assist the PBWD Board in effectively carrying out their functions as outlined in the WIOA as described in Section VI of this document.

**X. PBWD Board Staff**

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

A. The City shall be the employer of record for the PBWD Board staff.

1. PBWD Board staff shall be subject to the City's policies, procedures, and processes, including personnel policies and organization oversight.
2. The PBWD Board delegates personnel management responsibilities of the PBWD Board staff to the City, and the City will consult with the PBWD Board on staffing decisions to include an opportunity to provide performance feedback on Board and Committee staff.
3. The PBWD Board shall be subject to the City's policies, procedures and processes regarding personnel, including but not limited to the confidentiality of personnel information.

- B. PBWD Board 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. PBWD Board staff duties include, but are not limited to:
1. Implement policies, goals and actions of the PBWD Board;
  2. Make regular reports to the PBWD Board on WIOA and other grant programs;
  3. Prepare and distribute agendas for all PBWD Board public meetings;
  4. Maintain an official PBWD Board membership list, attendance records, a record of all actions of the PBWD Board, and minutes of all public meetings and other documents pertaining to the PBWD Board, its committees and workgroups;
  5. Ensure the PBWD Board, its committees and workgroups operate in a transparent manner, in accordance with WIOA section 107(e); and
  6. ARM staff shall coordinate PBWD Board items scheduled for Phoenix City Council, or subcommittee, meetings and will complete all necessary Phoenix City Council documents.

#### **XI. Fiscal Agent**

Fiscal Agent shall disburse the grant funds for workforce development activities at the direction of the PBWD Board and authorization of the Phoenix City Council. (WIOA Section 107(d)(12)(B)(i)(II)).

Fiscal Agent shall perform accounting and funds management for WIOA funding as described below:

- A. Comply with state and federal requirements in accordance with WAC State Workforce Policy #1 and 20CFR 679.420;
- B. Receive and disburse WIOA and competitive grant funds;
- C. Ensure fiscal integrity and accountability for expenditure of funds by limiting physical and electronic access to only the Fiscal Agent staff;
- D. Maintain accounting records;
- E. In partnership with the PBWD Board develop the annual budget, and present proposed changes to the PBWD Board, prior to authorization by City of Phoenix Mayor and City Council;
- F. Prepare and present monthly budget reports to the PBWD Board Executive Director;
- G. Prepare and present financial reports to the PBWD Board quarterly;
- H. Provide technical assistance to subrecipients regarding fiscal issues;
- I. Monitor annual budget and review revenue and expenditures;
- J. Respond to audit requests and findings conducted by Arizona Department of Economic Security;
- K. Ensure independent audit of all employment and training programs to include subrecipients; and
- L. Appoint personnel to carry out the duties as outlined above.

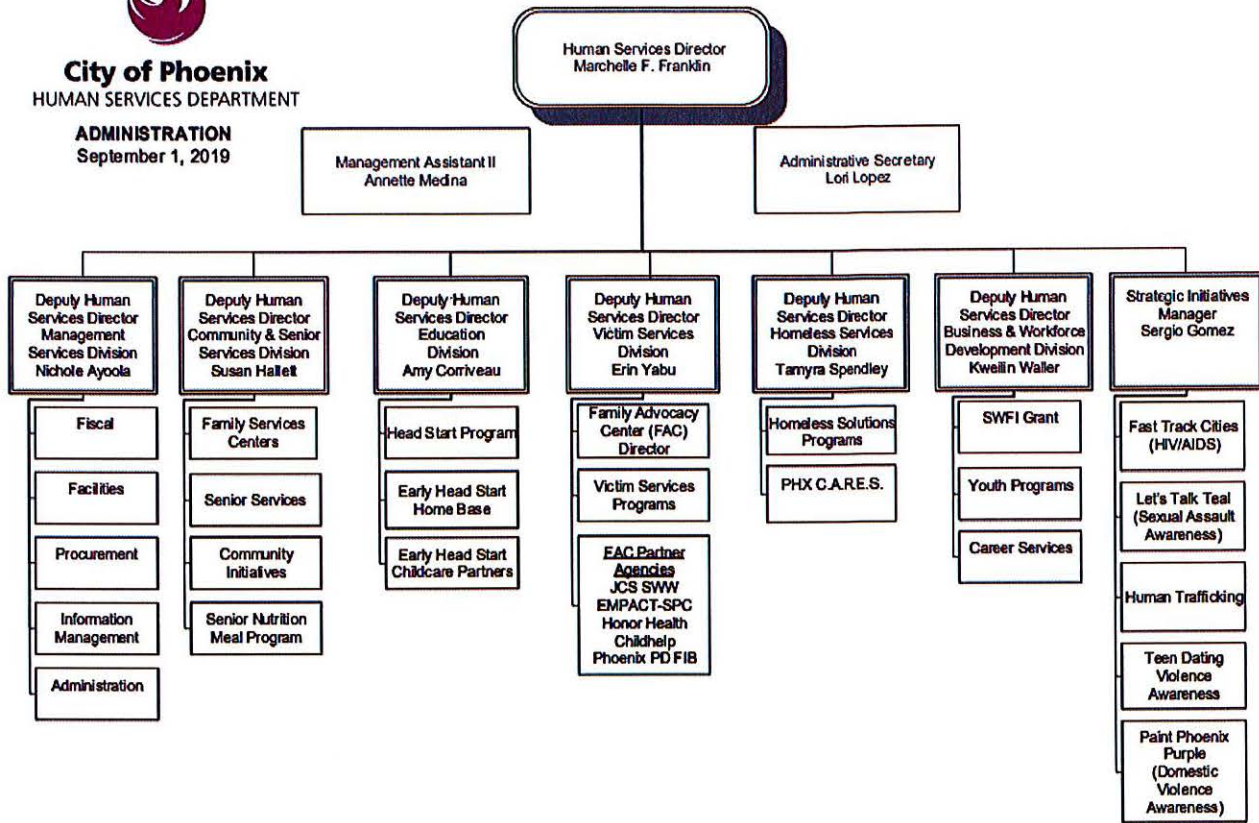
#### **XII. Separation of Duties Between Governance and Operation Functions**

- A. The City's Human Services Department serves as the Fiscal Agent and Adult, Dislocated Worker, and Youth program operations provider as depicted in the following organizational chart.

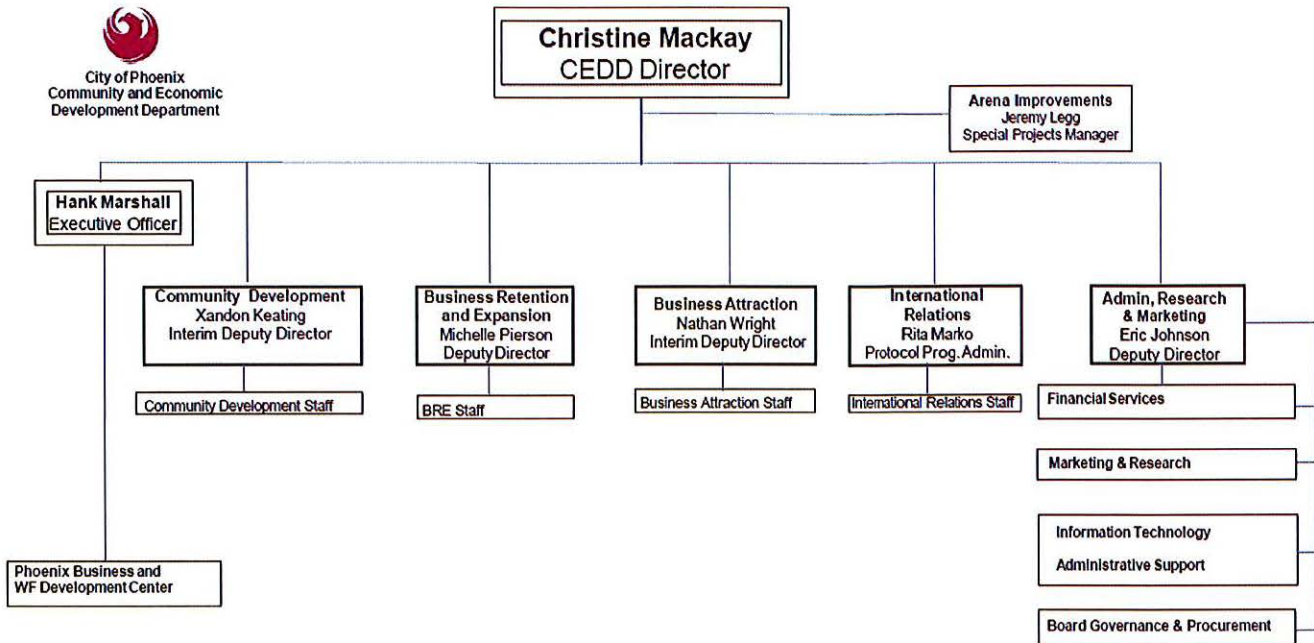


**City of Phoenix**  
HUMAN SERVICES DEPARTMENT

**ADMINISTRATION**  
September 1, 2019



B. The City's Community and Economic Development Department serves as the Administrative Entity which includes staff to the PBWD Board, oversight of the OSO contract, quality assurance, business services and procurement of adult, dislocated worker, and youth contracts as depicted in the following organizational chart.



**XIII. CONFIDENTIALITY AND DATA SECURITY**

- A. Subject to the State of Arizona's public records law, all data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to PBWD Board in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Paragraph, PBWD Board shall not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.
- B. In the event that data collected or obtained by PBWD Board in connection with this Agreement is believed to have been improperly disclosed under state or federal privacy laws, PBWD Board shall notify the City Information Security & Privacy Office immediately.

Notifications shall be submitted to:

**City of Phoenix  
Attn: Chief Information Security Officer  
200 West Washington Street  
Phoenix, Arizona 85003-1611**

- C. PBWD Board agrees that the requirements of this Paragraph shall be incorporated into all subcontractor/sub consultant agreements entered into by PBWD Board. It is further agreed that a violation of this Paragraph shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Paragraph may result in immediate termination of this Agreement without notice.
- D. The obligations of PBWD Board under this Section shall survive the termination of this Agreement.

**XIV. NOTICES**

- A. Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) deposited with any commercial air courier or express delivery service; or (4) deposited in the United States mail, postage prepaid.

Phoenix Business and Workforce Development Board  
c/o LaSetta Hogans, Executive Director  
200 W Washington St, 20th Floor  
Phoenix, Arizona 85003-1611  
**Email:** lasetta.hogans@phoenix.gov

- B. Notice shall be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the second day after its deposit with any commercial air courier or express delivery service; or (4) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.
- C. Notices sent by e-mail and will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail.

**XV. INTEGRATION**


This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party hereto shall be bound by or liable for any statement of intention not so set forth.

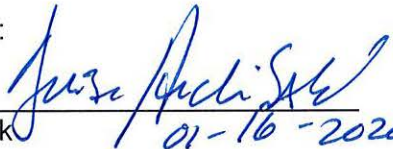
**XVI. CONFLICTS OF INTEREST**

- A. The PBWD Board acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in PBWD Board. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- B. The City reserves the right to disqualify PBWD Board, or any member of the PBWD Board, if the City determines that PBWD Board or any of its members has an actual or apparent conflict of interest with the purposes of this Agreement.
- C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by PBWD Board, or any agent or representative of PBWD Board, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one (1) calendar day written notice to PBWD Board, terminate the right of PBWD Board to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City shall be entitled to the same remedies against PBWD Board as could be pursued in the event of default by PBWD Board.
- D. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.


IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed in triplicate originals.

CITY OF PHOENIX, a municipal corporation  
Ed Zuercher, City Manager

By:   
Christine Mackay  
Director  
Community and Economic Development

ATTEST:  
  
City Clerk *01-16-2020*




APPROVED AS TO FORM:  
  
Acting City Attorney *165*

**Chief Elected Official (CEO) of the Phoenix Local Workforce Development Area**

By:   
Mayor, City of Phoenix

**Phoenix Business and Workforce Development Board "PBWD BOARD"**

By:   
PBWD Board Chair

2020 JAN 14 AM 10:26  
CITY CLERK



## **EXHIBIT 1**

**PROGRAM OPERATOR AGREEMENT BETWEEN  
CITY OF PHOENIX COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT  
AND  
CITY OF PHOENIX HUMAN SERVICES DEPARTMENT  
AND  
PHOENIX BUSINESS AND WORKFORCE DEVELOPMENT BOARD  
REGARDING WORKFORCE DEVELOPMENT SERVICES**

This Agreement, as an exhibit to the Shared Local Governance Agreement (**SLGA**), is made by and between two departments of the City of Phoenix, an Arizona municipal corporation (**City**) and the Phoenix Business and Workforce Development Board (**PBWD Board**), a local workforce development board as designated by the Governor of the State of Arizona. The two City departments are the Community and Economic Development Department (**CEDD**) and the Human Services Department (**HSD**). The City, CEDD, HSD, and PBWD Board, are collectively referred to herein as the "**Parties**" and individually as "**Party**."

**RECITALS**

1. The PBWD Board is designated as the workforce development board for the City's local workforce development area. On June 8, 2017, the PBWD Board elected to maintain the City as the Career Services provider to provide Workforce Innovation and Opportunity Act (**WIOA**) services to adults and/or dislocated workers.
2. CEDD is designated to serve as the **Administrative Entity** which includes staff to the PBWD Board, oversight of the OSO contract, quality assurance, business services and procurement of adult, dislocated worker, and youth contracts as described in the SLGA.
3. HSD Business and Workforce Development Division is designated to serve as the **Program Operator** for Career Services, Youth Programs, and competitive grants as described in the SLGA.
4. HSD Management Services Division is designated to serve as the **Fiscal Agent** and disburses the grant funds for workforce development activities and performs accounting and funds management for WIOA funding at the direction of the PBWD Board and authorization of the Phoenix City Council.

In consideration of the recitals above and to further the implementation of WIOA and other competitive grants, the Parties agree as follows:

**I. Term**

- A. This Agreement commences on or about December 1, 2019 and ends on June 30, 2021.
- B. This Agreement will terminate upon the earliest occurrence of any of the following:
  1. Reaching the end of the term set forth in Section I (A);
  2. Dissolution of the PBWD Board;
  3. Discontinued funding from the State of Arizona or U.S. Department of Labor; or
  4. Termination pursuant to the provisions of this Agreement.

## **II. Scope of Work**

Program Operator will perform the services and achieve the performance goals detailed in the Scope of Work described in **Attachment A**, which may be supplemented with additional detail from time to time during the term of this Agreement. These services may be self-performed or performed by a subcontractor, with PBWD Board prior written approval. If services are subcontracted, the subcontractor must meet the performance goals.

The Program Operator must comply with all WIOA laws and regulations, Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, state law and applicable policies, the Workforce Arizona Council policies, the Arizona Department of Economic Security WIOA intergovernmental agreement, and the Shared Local Governance Agreement (SLGA) as well as City and PBWD Board policies. These include but are not limited to Uniform Administrative Guidance at 2 Code of Federal Regulations (CFR) part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900.

## **III. Monitoring**

Program monitoring of the services described in Attachment A will be conducted annually by the Administrative Entity's Quality Assurance (QA) team to include program and equal opportunity monitoring. If necessary, this frequency may be increased to ensure compliance with all applicable laws, regulations, and policies. The Program Operator, and its subcontractors, agrees to cooperate in the monitoring of the services delivered, facilities maintained, and fiscal practices to assess the completion of the Scope of Work. Program monitoring of participant files will be conducted using Administrative Entity's online Workforce Audit Application monitoring tool. To access and respond to the program monitoring reports, the Program Operator must designate a minimum of two staff members to obtain secure access to the Workforce Audit Application.

Fiscal monitoring of the services described in Attachment A will be conducted by the HSD Management Services Division (the Fiscal Agent as described in the SLGA) or by an independent third-party contractor for the Fiscal Agent.

## **IV. Job Center Certification/ADA and EO Compliance**

Pursuant to 29 CFR 38.13, WIOA grant recipients are subject to Title II of the Americans with Disabilities Act (ADA) and must ensure that facilities or substantial modifications of facilities comply with the applicable federal accessible design standards, such as the ADA Standards for Accessible Design (1991 or 2010) or the Uniform Federal Accessibility Standards. Pursuant to WIOA CFR 678.800(d), contractor's facilities used to provide services are considered affiliate or comprehensive job centers and are subject to job center certification assessments every three years by the PBWD Board.

Under the State of Arizona Non-Discrimination Plan 2019-2020, the State requires that the local workforce development areas complete an ADA self-evaluation checklist of its facilities utilizing the ADA Checklist for Existing Buildings once every five years unless there is substantial remodel or if service delivery locations are changed. If any area(s) of noncompliance findings are noted, the contractor must submit a corrective action plan to the local Equal Opportunity (EO) Officer. The monitoring includes structural, programmatic accommodations, and technical assistance if requested. On an annual basis, the State EO Officer performs site visits to ensure a facility remains in compliance.

- A. The Program Operator shall comply with Phoenix Business and Workforce Development Board's one-stop center certification process and ADA/EO compliance, which will evaluate effectiveness, including customer satisfaction, physical, and programmatic accessibility and continuous improvement.
- B. The Administrative Entity's QA staff serve as the local EO Officer. Staff is responsible for ensuring EO and ADA compliance of its subrecipients. This is accomplished through annual EO training, managing the ADA compliance contract, and serving as the contact for programmatic complaints.

**V. Amendments**

Any amendment or change to this Agreement will be in writing and signed by all Parties and will be maintained for review by the Arizona Department of Economic Security and/or the Workforce Arizona Council. Any amendment or change to this Agreement will also be added as a supplement to the SLGA.

**VI. Termination**

This Agreement may be terminated at any time by any Party, with or without cause, by giving thirty (30) days' written notice to the other Parties.

**VII. Notice**

Any notice, consent or other communication (**Notice**) required or permitted under this Agreement must be in writing and delivered in person or sent via e-mail, return receipt requested.

If to PBWD BOARD or PBWD BOARD EXECUTIVE DIRECTOR:

Phoenix Business and Workforce Development Board  
City of Phoenix  
c/o LaSetta Hogans  
Community and Economic Development Department  
200 W. Washington St., 20<sup>th</sup> Floor  
Phoenix, Arizona 85003-1611  
**Email:** [lasetta.hogans@phoenix.gov](mailto:lasetta.hogans@phoenix.gov)

If to CEDD:

Christine Mackay  
City of Phoenix  
Community and Economic Development Department  
200 W. Washington St., 20<sup>th</sup> Floor  
Phoenix, Arizona 85003-1611  
**Email:** [Christine.mackay@phoenix.gov](mailto:Christine.mackay@phoenix.gov)

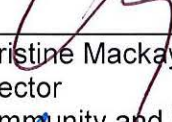
If to HSD:

Marchelle F. Franklin  
City of Phoenix  
Human Services Department

200 W. Washington St., 18<sup>th</sup> Floor  
Phoenix, Arizona 85003-1611  
Email: [Marchelle.franklin@phoenix.gov](mailto:Marchelle.franklin@phoenix.gov)


IN WITNESS WHEREOF, the Parties herein have caused this Agreement to be executed in triplicate originals.

CITY OF PHOENIX, a municipal corporation  
Ed Zuercher, City Manager

By:   
\_\_\_\_\_  
Christine Mackay  
Director  
Community and Economic Development

By:   
\_\_\_\_\_  
KW Marchelle F. Franklin  
Director  
Human Services Department

Phoenix Business and Workforce Development Board  
"PBWD BOARD"

By:   
\_\_\_\_\_  
Audrey Bohanan, PBWD Board Chair

## Attachment A

### Scope of Work

#### I. WIOA Program Services/Delivery Structure

As directed by the PBWD Board, the Program Operator will provide Career Services, maintain Youth Program contracts that aim to significantly reduce the number of opportunity youth ages 16-24 in the City of Phoenix who are currently not in school or working, and competitive grants that motivate, support and empower customers, including individuals with disabilities and barriers to employment. The Program Operator will provide services that assist customers in making informed decisions based on local and regional economic demand and effectively attain their personal employment and education goals.

The delivery structure for these services is as described below:

- A. The Program Operator will directly provide basic, individualized and follow-up services for adults and dislocated workers through the ARIZONA@WORK City of Phoenix Job Centers.
- B. The Program Operator will also provide basic and follow-up adult services through subcontracts with, as approved by the PBWD Board.
- C. The Program Operator will maintain youth program contracts that align with the scope of work and requirements as stated in the SLGA and WIOA regulations.
- D. As directed by the PBWD Board, the Program Operator will prepare and submit applications for competitive grant funding opportunities to expand workforce development offerings. For any funded grant applications, HSD will implement a work plan and provide it to the PBWD Board.

If there is a change in the service delivery structure described above, the Program Operator will gain prior, written approval from the PBWD Board and the Scope of Work will be amended.

#### II. WIOA Performance Goals

Program Operator will achieve the WIOA Title I Negotiated Levels of Performance for Program Years 2018 and 2019 (“**Performance Goals**”) in **Attachment B**. For any quarter in which performance falls below 90% of the Performance Goals, in the following quarter, the Program Operator will submit a Corrective Action Plan to the PBWD Board 45 days after the end of the quarter. Once approved by the PBWD Board, HSD will implement the Corrective Action Plan (TEGL 9-17).

#### III. Procurement

The Fiscal Agent will procure all subcontracts, with the exception of emergency services, required for workforce development participants in compliance with all applicable federal, state, City, and PBWD Board laws, regulations, policies and procedures.

#### IV. Meeting Attendance

The Program Operator will meet with Administrative Entity’s PBWD Board Staff and the PBWD Board to provide updates on program progress and address issues at a frequency determined by the Parties. The Program Operator will attend all PBWD Board and Executive Leadership Committee meetings and applicable staff will serve as subject matter experts for each of the other PBWD Board committees, which includes attending each meeting and conducting the necessary

research to support the committee's mission. The Program Operator staff will also participate in PBWD Board workgroup sessions as needed.

**V. Training**

All HSD and CEDD staff whose positions are funded in any part by WIOA must complete the PBWD Board's Equal Opportunity Training either online or in person at a designated City facility.

**VI. Reporting Requirements**

The Program Operator and Fiscal Agent will submit quarterly and annual reports to the PBWD Board and Executive Director about the current year's WIOA program services budget, the next year's WIOA program services budget, and progress toward the Performance Goals. All reports are due no later than 30 calendar days after the end of each specified reporting quarter and/or the program year. Reporting quarter end dates are March 31, June 30, September 30, December 31. The Program Operator and Fiscal Agent will submit reports to the Executive Director of the PBWD Board.

**Attachment B**  
**WIOA Title I Negotiated Levels of Performance for Program Years 2018 and 2019**



**DEPARTMENT OF ECONOMIC SECURITY**  
*Your Partner For A Stronger Arizona*

Douglas A. Ducey  
 Governor

Michael Trailor  
 Director

September 13, 2018

Mr. Nick DePorter  
 Sr. U.S. Public Policy and Government Affairs Manager  
 200 W. Washington Street, 20<sup>th</sup> Floor  
 Phoenix, Arizona 85003

Ms. LaSetta Hogans  
 Phoenix Business & Workforce  
 200 W. Washington Street, 20<sup>th</sup> Floor  
 Phoenix, Arizona 85003

Dear Mr. DePorter and Ms. Hogans:

The following are the final Workforce Innovation and Opportunity Act Title I Negotiated Levels of Performance for Program Years 2018 and 2019 agreed-upon by the State and representatives for the Phoenix Business and Workforce Development Board.

	Final Negotiated Targets for PY18	Final Negotiated Targets for PY19
<b>WIOA Adults</b>		
Employed 2 <sup>nd</sup> quarter after exit	74.1%	76.0%
Employed 4 <sup>th</sup> quarter after exit	68.0%	70.0%
Median Wage	\$5,700	\$5,900
Credential	67.0%	68.0%
Measurable Skills Gain	Baseline	Baseline
<b>WIOA Dislocated Worker</b>		
Employed 2 <sup>nd</sup> quarter after exit	76.5%	78.0%
Employed 4 <sup>th</sup> quarter after exit	77.0%	79.0%
Median Wage	\$7,300	\$7,500
Credential	54.8%	57.8%
Measurable Skills Gain	Baseline	Baseline
<b>WIOA Youth (14-24)</b>		
Employed, in education, or in Occupation Skills Training 2 <sup>nd</sup> quarter after exit	72.0%	74.0%
Employed, in education, or in Occupation Skills Training 4 <sup>th</sup> quarter after exit	67.0%	70.0%
Median Wage	Baseline	Baseline
Credential	55.0%	56.0%
Measurable Skills Gain	Baseline	Baseline



Thank you for your continued efforts to improve outcomes for the employers and job seekers in the City of Phoenix.

Sincerely,



Karen E. Nelson Hunter, M.S., CPM  
Workforce Innovation and Opportunity Act Coordinator

CC: Stan Flowers  
Workforce Program Manager  
200 W. Washington Street  
Phoenix, AZ 85003

