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**SHARED 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 (CEO) of the City (Mayor), acting through the City Manager (Mayor's Designee); and the Phoenix Business and Workforce Development Board (Board), a local workforce development board designated by the Governor of the State of Arizona (Governor). The Mayor's Designee and Board are collectively referred to herein as the "Parties," and individually as "Party."

RECITALS

1. The Workforce Innovation and Opportunity Act (WIOA) was established within the U.S. Department of Labor (USDOL) to increase employment, education, and training opportunities for individuals with barriers to employment, to support the alignment and improvement of the workforce development system, to enhance workers' skills to secure family-sustaining wages and provide employers with a skilled workforce to remain globally competitive, and to ensure workforce activities are implemented through state and local workforce development systems.
2. The City is designated as the Local Workforce Development Area (LWDA) by the Governor and the Board is funded to administer WIOA programs in Phoenix.
3. The Mayor is the CEO for the Phoenix LWDA, as required under WIOA, and in accordance with the City's governance structure, the Mayor's Designee oversees the administrative functions of WIOA implementation.
4. The Board is certified by the Governor as the Local Workforce Development Board (LWDB) and is responsible for oversight of workforce development activities in the Phoenix LWDA.
5. The Parties acknowledge that this Agreement will comply with all applicable WIOA laws and regulations including Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, State of Arizona (State) and local policies, Workforce Arizona Council (Council) policies, Arizona Department of Economic Security (ADES) WIOA intergovernmental agreements, and City policies.
6. WIOA emphasizes local control, allowing each LWDA to tailor workforce services to meet the unique needs of its community.
7. WIOA requires a Shared Governance Agreement (SGA or Agreement) to clearly define the roles and responsibilities of the Mayor's Designee, the Board and its staff, the Administrative Entity, the Fiscal Agent, and any entity performing multiple functions.

In consideration of the recitals set forth above and incorporated by reference, the Parties agree as follows.

A. Purpose

This Agreement establishes the functions of each required role in administering and overseeing workforce development activities in the Phoenix LWDA, and establishes a multi-function agreement among the City, Mayor's Designee, and the Board, ensuring clear separation of duties in compliance with federal, state, and local workforce policies in accordance with 20 Code of Federal Regulations (CFR) 679.430. The City's distinct roles include serving as both the Phoenix LWDA's Administrative Entity and Fiscal Agent while upholding governance standards under Phoenix's City Manager form of government.

The Mayor and Phoenix City Council approve all significant Board actions, including the Board's competitive selection of subrecipients and the Board's execution of the One Stop System Partner Memorandum of Understanding and Infrastructure Funding Agreement.

B. Effective Date, Term and Termination

1. This Agreement will be effective on July 1, 2025.
2. This Agreement will terminate upon the earliest occurrence of any of the following:
 - a. The Board is dissolved;
 - b. The funding from the State or USDOL is discontinued; or
 - c. Termination by any Party, with or without cause, by giving 30 days' written notice to the other Parties.

C. Definitions

For the purposes of this Agreement, the following terms will have the meanings set forth below:

1. **Administrative Entity** - The designee responsible for the administrative oversight and functions of the Board. In practice, the Administrative Entity supports the Local Workforce Development Board by managing day-to-day operations related to governance (not service delivery), such as:
 - a. Providing staff support to the Board,
 - b. Overseeing procurement processes related to workforce programs,
 - c. Monitoring programs for compliance with applicable laws and policies, and
 - d. Coordinating reporting, communications, and meeting logistics.In accordance with 20 CFR § 679.400(d), the Administrative Entity designates a Board Executive Director to support the Local Workforce Development Board in carrying out its functions. The Executive Director serves as the primary staff liaison to the Board, ensures the Board's operations are aligned with WIOA governance requirements, and reports to the Board Chair. The City will remain the employer of record and ensure proper separation of duties consistent with WIOA firewalls.
2. **Adult and Dislocated Worker (ADW) Services Provider** - A provider of services as specified in WIOA to Adults and Dislocated Workers.
3. **Chief Elected Official (CEO)** - The Mayor serves as CEO for the Phoenix LWDA, as required under WIOA. In accordance with the City's Charter, the City Manager serves as the Mayor's Designee, overseeing all administrative workforce functions on behalf of the CEO.

4. **Code of Federal Regulations (CFR)** - The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the federal government.
5. **Consortium Partners** – The CEOs of multiple local governments within an LWDA who enter into a consortia agreement to define their respective roles, designate a Fiscal Agent, and carry out governance responsibilities.
6. **Core Partners** - Title I (Adult, Dislocated Worker, Youth), Title II (Adult Education), Title III (Wagner-Peyser Act), and Title IV (Vocational Rehabilitation).
7. **Executive Leadership Committee (ELC)** - The Executive Leadership Committee is a governing body of the Board composed of the Chair, Vice Chair, Second Vice Chair, representatives from Title I, II, III, and IV, along with three additional members appointed by the Chair. This committee is empowered to act on behalf of the Board between quarterly meetings, particularly on matters requiring immediate attention. Its responsibilities include ensuring that strategic goals are met, overseeing committee performance, approving recommendations, proposing priorities, and carrying out other duties as assigned.
8. **Fiscal Agent** - The designee responsible for performing accounting and funds management of the WIOA grant, at the direction of the Board.
9. **Grant Recipient** - The CEO is the official recipient of WIOA funds allocated for the Adult, Dislocated Worker, and Youth employment and training activities. In accordance with the City's governance structure, the Mayor's Designee oversees the administration of these funds, with the Fiscal Agent responsible for accounting and fund management.
10. **Local Workforce Development Area (LWDA)** - City of Phoenix, as designated by the Governor.
11. **Local Workforce Development Area Plan (Local Plan)** – A strategic document, developed in partnership with the Mayor, that outlines how the area will implement WIOA.
12. **Local Workforce Development Board (LWDB)** - as defined by 20 CFR 679.310; means the Phoenix Business and Workforce Development Board (Board). The Board selects service providers.
13. **Mayor's Designee** - City of Phoenix City Manager.
14. **One Stop Delivery System (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 in an LWDA.
15. **One-Stop Operator (OSO)** - The entity that coordinates the service delivery of required one stop partners and service providers for an LWDA as specified in WIOA.

16. **Required One Stop Partners (System Partners)** – as defined by 20 CFR 678.400; WIOA identifies the entities that are required system partners in the local one stop delivery systems. System Partners are responsible for administering their required programs and activities in the LWDA.
17. **Training and Employment Guidance Letter (TEGL)** - A guidance letter issued by the USDOL to provide policy directives and guidance on various topics.
18. **Vacancy Appointment** - A nominee selected to serve the remaining term of a vacant position on the Board.
19. **Vacancy Date** - The date the Mayor approves the resignation or termination of a Board member.
20. **Workforce Arizona Council (Council)** - The State Workforce Development Board for Arizona, which is comprised of business and community leaders appointed by the Governor. The Council is responsible for advising and assisting the Governor in carrying out WIOA provisions, including statewide workforce development policies and strategies.
21. **WIOA** - Workforce Innovation and Opportunity Act of 2014, as amended.
22. **Workforce System Partners** - All required workforce system partners under WIOA.
23. **Youth Services Provider** - A provider of services to youth as specified in WIOA.

D. Amendments

1. Any amendment or change to this Agreement will be in writing and signed by all Parties.
2. Amendments will be made in accordance with applicable federal, state, and local policies.
3. Any amendment or notice will be maintained for review by the AZDES and/or the Council.

E. Notices of Leadership Change

A change of leadership of the Board or the Mayor's Designee does not constitute an amendment of this Agreement; however, formal notification will be provided, in compliance with **Section L** (Notices), for the following events:

1. Election of a new Board Chair, as documented in the Board meeting minutes, will be provided to the Phoenix City Clerk and the Board.
2. Election of a new Mayor will be communicated via memo from the Administrative Entity to the Board.
3. Appointment of a new City Manager (Mayor's Designee) will be communicated via memo from the Administrative Entity to the Board.

F. Conflict Resolution

1. In accordance with the State Workforce Policy (SWP23120), this Agreement establishes a formal conflict resolution process to address disputes that may arise between the Board and the Mayor's Designee, as well as conflicts involving Board members, ADW and Youth Service Providers, and Consortium Partners.
2. If a conflict arises, the following resolution process will be followed:
 - Step 1: Internal Resolution – The Board Chair and the Mayor's Designee will meet to resolve the issue through discussion and negotiation.
 - Step 2: City-Level Review – If the conflict remains unresolved, it will be presented to the Phoenix City Council for review and guidance.
 - Step 3: State Workforce Board Mediation – If no resolution is reached, the dispute will be escalated to the Council for mediation.
 - Step 4: Final Resolution – If necessary, the matter may be escalated to the Governor's Office or a designated neutral third party for mediation, in accordance with WIOA Section 107 provisions.
3. This conflict resolution process ensures compliance with SWP23120, WIOA, and the State Workforce Policy while maintaining a clear and structured framework for dispute resolution.

G. Responsibilities and Delegated Authority of Mayor's Designee

The Mayor's Designee serves as the grant recipient for WIOA funds and designates the Fiscal Agent to perform accounting and funds management for WIOA funds at the direction of the Board, in compliance with WIOA Section 107.

1. The Mayor's Designee delegates authority through the following designations.
 - a. The City's Community and Economic Development Department (CEDD) Management Services Division (MSD) will 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 CEDD Business and Workforce Division (BWD) will serve as the Administrative Entity serving as staff to the Board and liaison to the Mayor.
 - c. CEDD BWD will also serve as the final contract signatory, ensuring compliance with all applicable federal, state, local and Board policies.
2. The Mayor's Designee assumes financial liability for any grant funds determined to be misused or unallowable, even when alternate grant subrecipients or Fiscal Agents are appointed, in accordance with WIOA Section 107.

H. Local Board Membership

The Board membership will consist of no more than 25 individuals, with a majority of those members representing the business community, in accordance with WIOA Section 107(b) and the State Workforce Policy.

1. Terms

Each Board appointment will be for a fixed term of three years and members may serve two consecutive three-year terms. Any member appointed on behalf of a Title II, Title III, or Title IV partner will continue to serve until the member's agency/organization identifies a replacement. Membership terms will be staggered so that only a portion of the members' terms expire each year. Members appointed to fill a vacancy will serve the remainder of that term and may then serve two full three-year terms thereafter.

2. Appointment Process

Individuals are appointed to the Board by the Mayor and approved by the Phoenix City Council in accordance with State criteria established under WIOA Sec. 107(b)(2). All Board applicants must register on the City's Boards and Commissions website: <https://boards.phoenix.gov/>. The Mayor will identify candidates for appointment to serve on the Board by the following process.

- a. Vacancies can occur when a member's term expires, or when a member resigns, is removed, or no longer meets the requirements of the Board seat. The Board Liaison will notify the Mayor's Office and the CEDD Director in advance of the vacancy when possible or within five days of the vacancy. Board staff will notify the Board Chair and the Mayor within 30 days of a Board member's resignation or unscheduled vacancy.
- b. The Mayor's Office will identify a candidate for the vacant Board seat and confirm the candidate's eligibility with the Board Liaison.
- c. The Mayor's Office will instruct the candidate via email, including the Board Liaison, to complete a registration on the City's Boards and Commissions website.
- d. The Mayor's Office will schedule the candidate for appointment at the Phoenix City Council meeting and will provide notification to the candidate and Board Liaison.
- e. After the appointment by the Mayor, the Board Liaison will schedule the Board member for a Board orientation session.

3. Nomination

For each Board member position that requires a nomination under WIOA Sec. 107(b)(2)(A)(iii), the nominating organization must submit to the Board Liaison 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.

4. Change in status

Board members must notify the Board Liaison and Board Chair when a change of employment alters the member's qualifications considered in making the initial

appointment to the Board. The member will be considered for an alternate vacant position if one is available if the member is in good standing. If there are no vacancies available, the Board Member must resign or be removed by the Mayor.

5. Mid-term appointment

Board members replacing out-going members mid-term will serve the remainder of the vacancy with the option to subsequently serve two full three-year terms.

6. Vacancies

a. The Board Liaison will track vacancies and ensure broad 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 WIOA. The Board Liaison will provide board membership information to the Board and Mayor's Office. To remain in compliance with the Council's policy, 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's expiration.

b. In the event a vacancy cannot be filled within 120 days, the Mayor must, in writing, request a waiver from the State Workforce Development Board Director with an explanation of why the vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy. The Board Liaison must maintain the written waiver request, the State Workforce Development Board Director's response, and progress of the process outlined in the approved waiver request.

7. Election of Officers

a. The Chair and Vice Chair will concurrently serve two-year terms, beginning on July 1 of the following program year. Election of officers will be held during the last meeting of each election year.

b. The ELC will identify at least two but no more than three current business Board members, based on attendance and engagement, 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 will be presented to the full Board for a vote. The election results will be forwarded to the Mayor for appointment.

c. Candidates for office must be eligible to serve at least two more years. Any member 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 terms on the Board extended to fill a chair or vice chair role. The Immediate Past Chair (Chair Emeritus) will mentor the newly elected Chair during a transition period of up to one year.

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

8. Removal

Board members may be removed for cause as outlined in the approved September 14, 2023 Board Bylaws Section VI. The Council reserves the right to investigate allegations of wrongdoing that result in the removal of a Board member. The Mayor and Board Chair will be formally notified in advance of any such investigation and of the results.

9. Resignations

Board members may resign at any time by written notice to the Board and the Mayor with 30 days' notice. The Board Liaison will notify the Mayor of resignations to the Board.

10. Compensation

All members will 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.

11. Amendments

Proposed changes to the bylaws must be presented to the Board or ELC and approved by a majority vote. The amended bylaws will then be presented to the Mayor and City Council for final approval. When bylaws are amended, a copy of the updated bylaws will be distributed to all Board members and posted on the ARIZONA@WORK City of Phoenix website.

12. Composition

Board members must meet the requirements of WIOA Section 107(b) and the composition requirements outlined in the Board Bylaws Article V. Section I.

I. Board Roles and Responsibilities

In accordance with WIOA Section 107(d), 20 CFR. 679.370 and the WAC State Workforce Policy, both shared and non-shared roles and responsibilities ensure compliance with federal and state regulations, promote effective governance, and support the strategic direction of the workforce system. Non-shared roles represent activities conducted at the sole direction of the Board.

1. Non-Shared Roles and Responsibilities

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

2. Labor Market Analysis

The Board, through its Business Engagement Committee, provides Labor Market Information (LMI) based on the inquiry or need to inform relevant stakeholders by providing:

- a. A custom response to single companies or industry requesting information about a specific market or position,
- b. Relevant data for the selection of career pathways to ARIZONA@WORK Job Centers and customers.

- c. Quarterly reports to assist job seekers in furthering their understanding of an industry and to assist in the development of employment and education goals.

3. Convening, Brokering, and Leveraging

- a. The 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 Board convenes all above-mentioned stakeholders for the development of the Local Plan, according to 20 CFR 679.550.
- b. At the direction of the Board, the OSO convenes all stakeholders quarterly, and provides technical assistance and resource sharing, and schedules collaborative meetings and trainings to align the workforce system partners. As required under 20 CFR 678.620, the OSO may not convene System stakeholders to assist in the development of the Local Plan nor prepare or submit a Local Plan.
- c. As described in WIOA Section 107, the Board's committee membership includes Ad Hoc Members who assist the Board and committees in implementing, convening, brokering, and leveraging functions at the Board's direction.
- d. The Board leverages non-federal resources to support work experience opportunities for youth interested in serving in an ad-hoc member capacity for the Board's Advancing Youth Workforce Committee.

4. Employer Engagement

- a. The Board promotes diverse industry representation by selecting employer representatives who align with the LWDA's targeted industry sectors. Fifty-one percent of Board members represent the business community.
- b. The Board and its committees receive monthly presentations and electronic information regarding current LMI data from City staff.
- c. City staff provide the Business Engagement Committee with monthly reports that provide all employer engagement activities to include:
 - 1) Work-Based Learning:
 - a) On the Job Training;
 - b) Apprenticeships;
 - c) Customized Training; and
 - d) Incumbent Worker Training
 - 2) Recruiting; and
 - 3) Sector Industry updates.
- d. On a regular basis, Board members attend other community industry sector partnership meetings to address the needs of focused industries in the Phoenix LWDA and promote ARIZONA@WORK.

e. The Board's Strategic Plan and Local Plan describe how workforce investment activities meet the needs of employers and support economic growth for the LWDA. In addition:

- 1) City staff to the Board's Business Engagement Committee meet with the ARIZONA@WORK City, County, and State business engagement teams monthly;
- 2) The City, County, and the ADES business engagement teams have created best practices for collaborative and best practice approaches to the needs of employers;
- 3) Ongoing collaboration with various economic development entities and chambers occurs regularly to address the needs of business and focus on industry sector partnerships; and
- 4) The 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.

5. Career Pathways

- a. The 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 Board's Strategic Plan, the Phoenix LWDA is incorporating career pathways with portable, stackable and transferable credentials within the WIOA network by identifying industry sectors and engaging employers to participate. The local educational system is assisting in the development of the curriculum and training programs.

6. Proven and Promising Practices

The Board was recognized by USDOL 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 Board, ARIZONA@WORK City of Phoenix provides WIOA workforce services that benefit the community through informal partnerships with the City's Housing Department. Workforce staff are accessible to residents at the Marcos Di Niza and Aeroterra housing communities, providing opportunities to leverage WIOA grant funds through case management, employment opportunities, and workshop facilitation. This partnership allows public housing families in the targeted communities to have direct access to the larger workforce development system.
- b. 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, a Global Career Development Facilitation (GCDF) credential through the National Career Development Association (NCDA) or a Career Workforce Development Professional (CWDP) credential through the National Association of Workforce Development

Professionals (NAWDP). These credentials ensure the job centers are staffed with highly trained career counselors who are skilled in advising job seekers of their options, knowledgeable about local labor market dynamics, aware of available services inside and outside the One Stop centers, and skilled in developing customers' skills for employment success as stated in TEGL WIOA NO: 4-15.

- c. In partnership with CEDD BWD, the Board supports the City's Youth Reach and Invest in Summer Employment (R.I.S.E.) program. Through this program, providers deliver tailored support, including case management and individualized services, to address youths' specific needs. Additionally, the program strengthens connections with employers, creating expanded work experience opportunities for youth participants.
- d. In partnership with CEDD BWD, the Board leverages Work-Based Learning contracts as a strategic tool for business attraction and retention. Under the Board's guidance and support, the Phoenix Workforce Coalition's Community of Practice series was created as an employer-led initiative. This series aims to enhance collaboration between educational institutions, community-based organizations, and employers, ensuring that candidates receive up-to-date training and are well-prepared to meet industry demands. Building on the Community of Practice series, the Good Jobs Initiative focuses on establishing localized workforce standards. A central element of this initiative is the development of a Good Jobs Survey, which will help define Good Jobs Principles and shape future workforce strategies.
- e. In partnership with CEDD BWD, the Board supports a comprehensive three-tier model to address diverse needs of job seekers and employers through the Phoenix Mobile Career Unit (MCU). The MCU is a groundbreaking initiative uniquely developed by the City as part of the Bloomberg Philanthropies Global Mayors Challenge. Chosen as one of 15 cities to receive a \$1 million grant, Phoenix is leading the charge in the future of workforce services, using a data-driven solution to transform how we support our community.
 - 1) The three-tier model supports individuals seeking entry-level positions, as well as those pursuing advanced roles. Every attendee receives personalized guidance, while community partners provide essential resources like housing assistance, education, and training opportunities, ensuring holistic support for career development.
 - 2) CEDD BWD collaborates with Phoenix Public Libraries to host bi-monthly MCU events at various locations across the city. Leveraging their role as trusted and embedded community partners, the libraries play a key role in outreach to local communities. Additionally, the City's Human Services Department (HSD), which serves as the ADW Services Provider, works in tandem with the libraries to station career advisors at these events, further enhancing community access to workforce development resources.

7. Technology

The Board's Local Plan has established the need to develop strategies that augment traditional service delivery to better meet the needs of individuals with barriers to employment. This includes the Board's commitment to support and align technology with

human-centric goals for residents.

- a. With its proprietary technology and portable Wi-Fi, the MCU is equipped to set up anywhere in the city, embodying true mobility. This flexibility allows the team to meet job seekers where they are, removing barriers to access and expanding community impact. In addition, the MCU developed a customized mapping system using an ARC-Geographic Information System to strategically identify and target specific populations. This data-driven approach informs decision-making and enhances the effectiveness of workforce initiatives.
- b. The ARIZONA@WORK City of Phoenix Job Centers utilize a lobby management tool called Virtual One Stop System (VOS) Greeter that allows the centers to track the actions and services of shared customers upon entering the facility. The 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 online landing point for service and location identification. Job seekers and employers have web access to information about services and programs provided by the LWDA. The Memorandum of Understanding (MOU) agreement between the One Stop System partners and the Board defines how the partners will make use of the ARIZONA@WORK City of Phoenix website to let customers and employers know how to access services.

8. Coordination with Education Providers

As outlined in the Local Plan, and the procurement process for the Arizona Department of Education Adult Education Services, the Board reviews competitive applications for Adult Basic Education subcontracted services. The Board provides comments on how each application aligns with the Local Plan. This feedback is utilized by the Arizona Department of Education Adult Education Services during its evaluation of the applications.

9. ARIZONA@WORK Job Center Certification

The Board certifies all ARIZONA@WORK City of Phoenix comprehensive and affiliate job centers every three years in accordance with 20 CFR 678.800 and the WAC State Workforce Policy #6 Certification of the ARIZONA@WORK Job Centers.

10. Eligible Providers of Training Services

- a. The 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 and that are aligned with the LWDA's in-demand industry sectors and occupations.

- d. The 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).

J. Shared Roles and Responsibilities

The following shared roles and responsibilities represent collaborative workforce system activities carried out at the direction of the Board and in coordination with the Mayor's Designee, who provides administrative oversight and ensures compliance with applicable laws, policies, and regulations.

1. Accessibility for Individuals with Disabilities

- a. As detailed in the Local Plan, ARIZONA@WORK City of Phoenix system partners are mindful of and dedicated to ensuring physical and programmatic accessibility for individuals with disabilities. The OSO is charged with ensuring all facilities, technology, services, employment placements and outreach materials are compliant with the Americans with Disabilities Act (ADA) and Equal Opportunity (EO) guidelines. 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. Board staff are responsible for completing annual monitoring of accessibility of all one-stop centers.
- b. The OSO plays a critical role in ensuring staff within the workforce development system are well-equipped to address the needs of individuals with disabilities. This responsibility involves coordinating and delivering annual EO training focused on disability awareness and inclusion.

2. Local Policy

In partnership with the Mayor or Mayor's Designee, the 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 Board and its committee members. Consistent with state policies (20 CFR 679.310) the Board will:

- 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 Board policies and ensure distribution to all Parties affected.
- e. Publish approved policies to the ARIZONA@WORK City of Phoenix website.

3. Local Plan

- a. In partnership with the Mayor or Mayor's Designee, the Board and its staff will develop the Local Plan with the System stakeholders every four years with a two-year revision. The Local Plan will be consistent with:
 - 1) WIOA Section 108;
 - 2) The State Unified Plan; and
 - 3) The Mayor's strategic priorities, including, but not limited to, economic development, regionalism, and priority populations.
- b. To ensure alignment with local leadership and strategic priorities, the following steps outline the review and approval process for the Local Plan:
 - 1) The Mayor or Designee will provide local plan feedback to the Board Executive Director.
 - 2) Board will vote and approve the local plan prior to its final submittal to the Mayor.
 - 3) The Mayor and City Council will review and recommend approval of the local plan during a Phoenix City Council meeting.
 - 4) Board will submit the finalized local plan to the State only after receiving the approval of the Mayor and City Council.
 - 5) The Board will follow the prescribed process in this section for all substantive (non-technical) local plan amendments.

4. Program Oversight

In partnership with the Mayor or Mayor's Designee, the Board will ensure system and program oversight by:

- a. Supporting the local workforce system by designating a Steering 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 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 OSO and the System (Core Partners) (WIOA Sec. 116).
 - 2) Reviewing all annual monitoring reports.
 - 3) Reviewing current plans and proposals for service delivery and developing detailed actions and timeframes in coordination with the necessary workforce system partners through the Board's Service Delivery Committee; and

- 4) Providing the Mayor's Designee with system and program oversight updates. This can include regular updates of economic conditions, needed knowledge and skills, workforce, and assessment of skills needed by both the workforce and employers.
- 5) Providing information and assist with planning, operational oversight, and other issues relating to the provision of services to youth through the ELC.

5. Performance Accountability Measures

a. The Board, in partnership with the Mayor or Mayor's Designee, will negotiate and approve performance accountability measures for the LWDA (WIOA Section 116). If an agreement is not reached; the following escalation process will apply:

- 1) The Board and Mayor's Designee will convene a performance review committee to assess concerns and propose solutions.
- 2) If no agreement is reached within 45 days, the proposed measures will be escalated to the Council for review and final determination.

b. Additionally, the following performance accountability responsibilities will be integrated into performance measure criteria:

- 1) The Board and its staff will obtain proposed performance accountability measures from the State.
- 2) The Board will determine the acceptable performance accountability measures for the LWDA with the Core Partners and subrecipients.
- 3) The performance accountability measures must be approved by a majority of the Board. Once passed, the request will be forwarded to the Mayor's Designee for approval. Only after Mayor's Designee's review, can the finalized performance accountability measures be submitted to the State.
- 4) The Board will focus on required performance measures with outcomes and impacts. The Board will review current performance measures and reports, identify additional priority and subrecipient 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 Plan and reviewed every two years.
- 5) ADW and Youth Service Providers will achieve the WIOA Title I Negotiated Levels of Performance. Performance goals are established and provided every two years. For any quarter in which performance falls below 100% of the Performance Goals, in the following quarter, the Service Provider will submit a Corrective Action Plan to the Board 45 days after the end of the quarter. Once approved by the Board, the service provider will implement the Corrective Action Plan (TEGL 9-17).

6. Monitoring

Program monitoring of the services will be conducted annually by the Administrative Entity to include program and EO monitoring. If necessary, this frequency may be increased to

ensure compliance with all applicable laws, regulations, and policies. Subrecipients and the OSO agree to cooperate in the monitoring of the services delivered, facilities maintained, and fiscal practices to assess the completion of the scopes 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, subrecipients and the OSO must designate a minimum of two staff members to obtain secure access to the Workforce Audit Application.

Fiscal monitoring of services will be conducted by the CEDD MSD or by an independent third-party contractor for the Fiscal Agent.

7. Selection of OSO and Providers

a. The Board must select the OSO and the adult, dislocated worker, and youth services providers in compliance with WIOA requirements. In partnership with the Mayor or Mayor's Designee, the Board will maximize performance outcomes by ensuring sufficient number and types of eligible service providers that are consistent with the criteria established by the Governor and WIOA. All competitive awards and contracts will be publicly noticed as required by the Board procurement policies located at: <https://arizonaatwork.com/locations/city-phoenix/policies>.

1) OSO Selection

- a) Selection Process: The Board will determine the selection process for the OSO and submit the selection to the Mayor's Designee for approval.
- b) Scope of Work & Contract Management: The Board, with the assistance of its staff, will determine the scope of work for the OSO and manage the contract.
- c) Competitive Procurement: The Board will competitively procure the OSO in compliance with City's procurement policies and WIOA 107(d)(10), 20 CFR 678.600.

2) Career Services Provider Selection

- a) The OSO may also be the ADW Career Services Provider, but may not develop, manage, or conduct the competition of a service provider for which it intends to compete.
- b) Direct service providers will not perform any Board governance responsibility, including the appointment of Board members.
- c) The Board has selected to enter into an agreement with HSD for the direct provision of Career Services.

3) Youth Services Provider Selection

- a) Consistent with WIOA section 123, the Board will identify eligible providers of youth workforce development activities in the LWDA by awarding contracts on a competitive basis. The procurement of these contracts will be conducted by CEDD BWD.

b. Procurement of any subcontractors must also comply with state and local laws and CFR §§200.318–326. All subcontracts funded with WIOA must be reviewed and approved by CEDD BWD prior to executing.

4) Competitive Grants

As directed by the Board, the ADW Career Services Provider will prepare and submit applications for competitive grant funding opportunities to expand workforce development offerings. For any funded grant applications, the ADW Career Services Provider will implement a work plan and provide it to the Board for approval prior to submitting a grant application. CEDD's Procurement Manager will determine the party responsible for the procurement of contracts needed for competitive grant awards.

8. Regional Plan

All Parties may collaborate with other LWDA's as necessary. In the event the LWDA is designated to be a planning region that includes other LWDA's, the Parties will follow the same process as indicated for the development and approval of the Local Plan.

9. Memorandum of Understanding (MOU) between System Partners

In partnership with the Mayor or Mayor's Designee, the Board and its staff will develop the LWDA MOU. The MOU will be consistent with WIOA regulations and State and City policies. The MOU will be reviewed by the City Attorney's Office and be approved by a majority of the Board. Once approved, the MOU will be forwarded to the Mayor's Designee for approval. The MOU is effective only when approved by the Mayor's Designee, Phoenix City Council and the other System Partners. For all amendments to the fully executed MOU, the Board will follow the prescribed process in the MOU.

10. Annual Budget

As stated in WIOA Section 107(d) the Parties share the responsibility for the annual budget as follows.

a. Development and Submission

- 1) In partnership with the Fiscal Agent, the Board and its designated staff will 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 will 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 will provide the draft annual budget to the City's Budget and Research Department and the Board Executive Director.
- 3) The Mayor and Phoenix City Council, in their discretion, will review and authorize the annual budget in accordance with City policy.

c. Communication of Parties

- 1) The Board and its staff will prepare progress reports, including summaries of progress on the Board strategic plan goals as they relate to the Local Workforce Development Area Plan and the LWDA.
- 2) The Board and its staff will prepare and submit an annual report to the Mayor, City Council and Sub-committees for review.

d. Administrative Entity

CEDD BWD will meet identified benchmarks to assist the Board in effectively carrying out its functions as outlined in the WIOA.

e. Board Staff

- 1) 20 CFR 679.400 describes the LWDA's authority to hire staff and the appropriate roles for Board staff as outline in WIOA Section 107. The City will be the employer of record for the Board staff and are subject to the City's policies, procedures, and processes, including personnel policies and organization oversight. The Board delegates personnel management responsibilities of the Board staff to the City and the City will consult with the Board on staffing decisions to include an opportunity to provide performance feedback on Board and Committee staff. The Board will be subject to the City's policies, procedures and processes regarding personnel, including but not limited to the confidentiality of personnel information.
- 2) Board staff will not provide core, intensive, and training services or participate in the operation of the Job Centers, including the management of personnel providing these services. Board staff duties include, but are not limited to:
 - a) Implement policies, goals and actions of the Board;
 - b) Make regular reports to the Board on WIOA and other grant programs;
 - c) Prepare and distribute agendas for all Board public meetings;
 - d) Maintain the official Board membership list, attendance records, records of all actions of the Board, minutes of all public meetings, and other documents pertaining to the Board, its committees and workgroups;
 - e) Ensure the Board, its committees and workgroups operate in a transparent manner, in accordance with WIOA section 107(e); and
 - f) Coordinate Board items scheduled for meetings of the Phoenix City Council or any of its subcommittees and will complete all necessary documents for such meetings.

f. Fiscal Agent

To ensure compliance with WIOA Section 107 and maintain the highest standards of fiscal integrity and accountability, the following provisions outline the CEDD MSD's role as Fiscal Agent and access restrictions:

- 1) Comply with state and federal requirements in accordance with WAC State Workforce Policy #1 and 20CFR 679.420;
- 2) Receive and disburse WIOA and competitive grant funds at the direction of the Board and under authorization of the Phoenix City Council (WIOA Section 107);
- 3) Ensure fiscal integrity and accountability for expenditure of funds by limiting physical and electronic access to only the Fiscal Agent staff;
- 4) Maintain accounting records;
- 5) In partnership with the Board, develop the annual budget, and present proposed changes to the Board, prior to authorization by the City Manager and Phoenix City Council;
- 6) Prepare and present monthly budget reports to the Board Executive Director;
- 7) Prepare and present financial reports to the Board monthly, or as requested by the Board;
- 8) Provide technical assistance to subrecipients regarding fiscal issues;
- 9) Monitor annual budget and review revenue and expenditures;
- 10) Respond to audit requests and findings conducted by ADES;
- 11) Ensure independent audit of all employment and training programs to include subrecipients; and
- 12) Appoint personnel to carry out the duties as outlined above.
- 13) Restrict financial system access to only the Fiscal Agent to ensure proper segregation of duties, minimizing risks such as unauthorized access or fraudulent activities.

g. Budget Dispute Resolution

In the event of a budget disagreement between the Board and City Manager, the following process will be followed:

- 1) The Board and Fiscal Agent will meet with the City Manager to address concerns and seek resolution.
- 2) If no agreement is reached within 30 days, the budget will be reviewed by the Phoenix City Council for final approval.

- 3) If further resolution is needed after the Phoenix City Council review, the Council (Workforce Arizona Council) may be consulted for guidance on compliance with WIOA fiscal policies.

h. Separation of Duties Between Governance and Operation Functions

- 1) HSD, as the entity directly providing ADW services, is prohibited from performing governance responsibilities, including managing Board member nominations, process or perform other governance responsibilities assigned under WIOA to the chief elected officials.
- 2) CEDD's MSD serves as the Fiscal Agent as depicted in the organizational chart in **Attachment A**.
- 3) CEDD BWD serves as the Administrative Entity, which includes staff to the 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 in **Attachment A**.

- i. The Fiscal Agent will be solely responsible for ensuring compliance with all terms and conditions of contract administration, fiscal management of the contract and accountability for program outcomes and budgeted expenditures.

K. CONFIDENTIALITY AND DATA SECURITY

1. 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 the Board in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Section, the Board will not disclose data generated in the performance of the services to any third person without the prior written consent of the City Manager or the City Manager's designee.
2. In the event that data collected or obtained by Board in connection with this Agreement is believed to have been improperly disclosed under state or federal privacy laws, the Board will notify the City Information Security & Privacy Office immediately. Notifications will be submitted to:

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

3. The Board agrees that the requirements of this Section will be incorporated into all subcontractor/subconsultant agreements entered into by the Board. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
4. The obligations of Board under this Section will survive the termination of this Agreement.

L. NOTICES

1. Any notice, consent or other communication ("Notice") required or permitted under this Agreement will 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.

If to the Administrative Entity (CED) or the Board:

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

If to the Mayor's Designee:

Jeff Barton
City Manager
City of Phoenix
200 W Washington St, 12th Floor Phoenix, Arizona 85003-1611
Email: jeffrey.barton@phoenix.gov

2. Notice will 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.
3. 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.

M. 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 will be bound by or liable for any statement of intention not so set forth.

N. CONFLICTS OF INTEREST

1. The City reserves the right to disqualify any member of the Board if the City determines that member has an actual or apparent conflict of interest with the purposes of this Agreement. The City's Conflict of Interest Policy can be found at <https://arizonaatwork.com/locations/city-phoenix/policies>.
2. 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 as of the Effective Dates.

CITY OF PHOENIX, a municipal corporation
Jeff Barton, City Manager

By: *Cm*
Christine Mackay
Community and Economic Development
Director

ATTEST:

Deise Aschold
City Clerk
Date: 07/25/2025



APPROVED AS TO FORM:
JULIE KRIEGH, City Attorney

By: *Micah Ray Alexander*
Assistant Chief Counsel *JZ*

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

By: *Kate*
Mayor, City of Phoenix

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

By: *Patrick Fitzhugh*
Patrick Fitzhugh (Jul 18, 2025 09:56 PDT)
Patrick Fitzhugh, Board Chair

Attachment A

City of Phoenix Community and Economic Development Department Organizational Chart

