



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

**Requested Board Meeting Date:** January 21, 2020

**Title:** Pima County Workforce Investment Board Local Workforce Development Board Recertification

### **Introduction/Background:**

The Workforce Innovation and Opportunity Act ("WIOA"), Public Law 113-128, was signed into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

In Arizona, the State Workforce Development Board is known as the Workforce Arizona Council ("WAC") and is the designated representative of the Governor.

The State Administrative Entity is the Arizona Department of Economic Security ("D.E.S.") for WIOA Title I, III, and IV funds.

For Pima County, the Local Chief Elected Official ("LCEO") is the current Chairman of the Pima County Board of Supervisors and the Local Workforce Development Board ("LWDB") is known as the Pima County Workforce Investment Board ("WIB").

The Local Administrative Entity is the Pima County Community Services, Employment and Training Department for WIOA Title I-B funds and we provide administrative support for the Pima County WIB.

In accordance with Title I of the WIOA of 2014, Section 107 (c)(2) and Arizona State Policy #1 *Local Governance*, the LWDB must be Certified every two (2) years by the Governor. The 2015-2016 Certification process required for the Pima County WIB to submit a June 10, 2016 letter that formally requested LWDB Certification and to be signed by the LCEO and the LWDB Chair.

LWDB Recertification must be conducted by the State once every two years and requires the following compliance requirements:

1. LWDB composition must meet stipulated membership requirements;
2. Local workforce system activities must comply with required LWDB responsibilities and enable the Local Workforce Development Area ("LWDA") to meet performance accountability measures and prescribed outcomes as outlined in the local grant agreement; and
3. Fiscal accountability.

### **Discussion:**

The 2018-2019 Recertification process required for the Pima County WIB to submit the October 22, 2018 *LWDB Recertification Request* along with the Pima County Shared Governance Agreement ("SGA") that is part of the 2016-2020 ARIZONA@WORK Pima County One-Stop Workforce Development Plan.

After reviewing the Pima County WIB *Recertification Request*, the Arizona D.E.S. provided feedback (the SGA Checklist) and requested revisions to the Pima County SGA that include the following elements:

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(1) Paragraph 3.1. Required Firewalls; and

(2) Shared Governance Agreement Exhibit A Agreement to Provide Direct Career Services (authorizes Pima County Community Services, Employment and Training Department to provide direct career services for WIOA Title I-B Adults, Dislocated Workers, and Youth.)

During the Recertification process, the State's Workforce Arizona Council ("WAC") also revised their State Workforce Policy #1 *Local Governance* which resulted in the need for further revisions of the Pima County Shared Governance Agreement ("SGA").

The Pima County WIB By-laws are part of the LWDB Recertification and have been revised in order to be consistent with all requirements.

The Arizona D.E.S. review team has confirmed that the Pima County SGA and By-laws meet the LWDB Recertification compliance requirements.

**Conclusion:**

The Arizona D.E.S. review team approved the revised By-laws as part of the Recertification process and the Pima County WIB approved and signed the revised By-laws on October 3, 2019.

If the SGA and By-laws are approved by the Pima County Board of Supervisors, they will be submitted with the signed Attachment A to the Arizona D.E.S. to document approval and confirm:

1. Pima County's participation and support of the SGA between the LCEO and the LWDB; and
2. The role and responsibility that the LCEO has delegated to the LWDB for amending the By-laws.

If the agreements are not signed Pima County will not have access to Federal and State workforce funds in the amount of \$9,618,194.00.

**Recommendation:**

Pima County staff and the Pima County Workforce Investment Board recommend that the Pima County Board of Supervisors approve the revised Pima County Shared Governance Agreement and Pima County WIB By-laws, and recommends that the Chairman of the Pima County Board of Supervisors signs the Attachment A to confirm Pima County's commitment to the local workforce system.

**Fiscal Impact:**

None.

**Board of Supervisor District:**

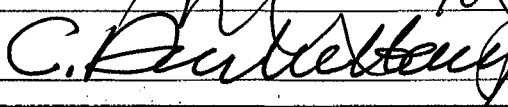
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Department: Pima County Community Services, Employment Telephone: 520-724-6766

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Department Director Signature/Date:  1-10-20

Deputy County Administrator Signature/Date:  10 Jan 2020

County Administrator Signature/Date:  1/10/2020

## Shared Governance Agreement

As stated in the Workforce Innovation and Opportunity Act (“WIOA”) section 107(d) and 20 CFR § 679.370, the Local Chief Elected Official (“LCEO”) and the Local Workforce Development Board (“LWDB”) share governance responsibility for LWDB functions for the Local Workforce Development Area (“LWDA”) such as local planning, program oversight, negotiating local performance accountability measures, selection of operators and providers, and approving a budget for LWDB activities.

For Pima County, the LCEO is the Chair of the Pima County Board of Supervisors (“BOS Chair”) and the LWDB is known as the Pima County Workforce Investment Board (“WIB”).

The BOS Chair and the Pima County WIB have entered into this written partnership agreement that describes how each will carry out their shared governance functions and meet other LWDB requirements such as membership criteria, setting local policy for the local workforce area, per WIOA 20 CFR § 679.310(b), and communicating with the LCEO and the public.

The Arizona Workforce Development Board, known as the Workforce Arizona Council (“WAC”), is the designated representative of the Governor and provided the WAC WIOA *Local Governance Policy 01-2016* and State Workforce Policy #1 *Local Governance* for guidance.

NOW, THEREFORE, in accordance with WIOA section 121(d)(2)(A), 20 CFR § 678.600 – 678.635 and the WAC Policies, the BOS Chair and the WIB agree as follows:

### 1.0 Shared Governance Agreement (“Agreement”)

- 1.1 Outline. This Agreement, in regards to the ARIZONA@WORK Pima County One-Stop workforce development system, outlines the roles, responsibilities, and authority of the BOS Chair and the WIB.
  - 1.2 Support. This Agreement supports the WAC’s vision for the WIB as stated in the WAC Policy 01-2016 paragraph IV.
  - 1.3 Purpose. This Agreement confirms the purpose of the WIB as stated in the WAC Policy 01-2016 paragraph IV, sections 1, 2, and 3 and WIOA 20 CFR § 679.300 b.
  - 1.4 Guidance. This Agreement provides guidance on the appointment and certification of the WIB.
  - 1.5 Local Area Designation. This Agreement describes the process for local area designation.
- 2.0 WIB Membership.** The WIOA section 107(c)(1) authorizes the BOS Chair to appoint the members of the WIB in accordance with the composition requirements established by the WIOA and the Governor, in partnership with the WAC in accordance with WIOA section 107(b)(1). Authority to appoint WIB members lies solely with the BOS Chair.
- 2.1 Terms. Appointment terms are staggered to ensure that only a portion of membership expires in a given year. On March 31, 2016:
    - 2.1.1. One-third of the members were selected to serve until September 30, 2016;

One-third of the members were selected to serve until September 30, 2017; and  
One-third of the members were selected to serve until September 30, 2018.

- 2.1.2. Members who served the terms set forth above in paragraph 2.3.1 were determined by lot and proportionately distributed to ensure that the categories of membership remained compliant with WIOA requirements and the WIB By-laws.
- 2.1.3. Members appointed after March 31, 2016, will serve three (3) years terms, unless appointed to fill a vacancy. Members appointed to fill vacancies will serve the remaining term of the member's predecessor.
- 2.2 Representation. The BOS Chair will ensure the WIB representation is fair and equitable across the local area by appointing members who:
  - 2.2.1. Represent small and large employers, workforce, labor organizations, educational institutions, required core program partners, and others in accordance with WIOA section 107(b)(2).
  - 2.2.2. Provide employment opportunities in local in-demand industry sectors or occupations.
  - 2.2.3. Represent diverse demographic and geographic areas within Pima County.
- 2.3 Nominations. For each WIB member position that requires a nomination, the nominating organization must address and submit to the BOS Chair, WIB Chair, and the Director, Pima County Community Services, Employment and Training (CSET Director), a letter signed by the chief executive officer or designee identifying the individual being nominated. The letter must acknowledge the nominee's optimum policy-making or hiring authority and include documentation of curriculum vitae, resume, or work history supporting the qualifications of the nomination.
  - 2.3.1. The BOS Chair, WIB Chair, and CSET Director will review a nomination and:
    - 2.3.1.1. Confirm eligibility of each nominee.
    - 2.3.1.2. Receive input regarding the nominees from interested parties.
    - 2.3.1.3. Present the nominee to the BOS Chair for review and, if satisfactory, with a recommendation for appointment.
- 2.4 Appointments. WIB member appointments will be made by the appointing BOS Chair and:
  - 2.4.1. The Pima County Clerk of the Board's (COB) Notice of Appointment letter will serve as the official communication.
  - 2.4.2. The COB, on behalf of the BOS Chair, will provide the official communication to the applicant and CSET Director for notification of the approved or not approved appointment.
  - 2.4.3. In partnership with the BOS Chair, the CSET Director will forward the official communication to the WIB Chair, WIB Board Development Committee, and the WIB.
- 2.5 Change in Status. WIB members who no longer hold the position or status that made them eligible members must notify the WIB Chair and CSET Director immediately and resign or be removed.

- 2.5.1. The CSET Director will notify the BOS Chair when a WIB member resigns or needs to be removed.
  - 2.5.1.1. The WIB Chair, in consultation with the CSET Director, may recommend that the BOS Chair remove a member if the member:
    - 2.5.1.1.1. No longer possesses the qualifications of membership which were the basis for the member's initial appointment; or
    - 2.5.1.1.2. Is not qualified to fill a vacancy in a different category.
- 2.5.2. The WIB Chair, in consultation with the CSET Director, may recommend to the BOS Chair that the member be reappointed to the WIB if the member changed employers or their job title and they are:
  - 2.5.2.1. Eligible to represent the same category; or
  - 2.5.2.2. Eligible to fill a vacancy in a different category.
- 2.6 Mid-term Appointments. Newly appointed WIB members who replace out-going members will serve the remainder of the out-going member's term as stated in the WIB By-laws ARTICLE IV, section D. 4.
- 2.7 Vacancies. WIB vacancies must be filled within 120 days of the vacancy. In the event a vacancy cannot be filled within 120 days, the WIB Chair will request a waiver in writing to the WAC Manager with an explanation of why the vacancy was not filled in the 120-day timeframe along with a description of the process underway to fill the vacancy. The CSET Director will maintain written approval of the waiver request by the WAC Manager who will monitor the process as outlined in the approved waiver request.
- 2.8 Reappointments. The BOS Chair is authorized to make all reappointments of members. Reappointments must be made within 120 days of the term expiration.
- 2.9 Removal. The WIB Chair, in consultation with the CSET Director, may recommend that the BOS Chair remove a member if the member:
  - 2.9.1. No longer possesses the qualifications of membership which were the basis for the member's initial appointment and the member is not qualified to fill a different slot.
  - 2.9.2. Fails to represent the WIB in a manner deemed appropriate.
  - 2.9.3. Is absent for three (3) consecutive meetings without submitting a written leave of absence to the WIB Board Development Committee.
  - 2.9.4. Fails to actively participate in monthly WIB meetings or WIB Committee meetings.
  - 2.9.5. WIB members will be removed by the BOS Chair for any reason and if the member has:
    - 2.9.5.1. A documented conflict of interest violation;
    - 2.9.5.2. Failed to meet WIB member representation requirements defined in the WIOA, WAC Policy 01-2016, and WIB By-laws;
    - 2.9.5.3. A documented proof of malfeasance, fraud, or abuse;
    - 2.9.5.4. Not attended meetings as required by the WIB By-laws; or

2.9.5.5. Not complied with the laws and policies set forth in the WIB By-laws Article VIII.

2.9.6. The WAC reserves the right to conduct an investigation regarding allegations of wrong doing that result in the removal of a WIB member, the WIB Chair, or the BOS Chair and will formally notify the BOS Chair, WIB Chair, and CSET Director in advance of any such investigation and of the results.

### **3.0 Relationship between BOS Chair and the WIB.**

3.1 Required Firewalls. Firewalls are established in order to avoid a conflict of interest and the WIB will ensure that the same person/department/unit will not both provide services and oversee/monitor the provision of those services.

3.1.1. The administrative entities for Title I-B, I-C, and I-D will not provide career services and oversee/monitor the provision of the career services.

3.1.2. The ARIZONA@WORK Pima County One-Stop System workforce service providers, competitively selected by the WIB for WIOA Title I-B Adult, Dislocated Worker, and Youth programs, will not provide career services and oversee/monitor the provision of the career services.

### **3.2. Administrative Entity Governance Functions staff:**

Pima County - Local Grant Recipient under Subtitle B of Title I

LCEO –

- ✓ Local Fiscal Agent and delegates financial activities to the Pima County Administrator; and
- ✓ Administering Entity and delegates administration of the WIOA Title I-B Adult, Dislocated Worker (“DW”), and Youth programs, and LWDB Administrative Support Staff (“LWDB staff”) to the Pima County Administrator.

Pima County Administrator –

- ✓ Delegates Fiscal Entity responsibilities to the Chief Deputy County Administrator who has assigned the responsibilities to the Grants Management & Innovation Department;
- ✓ Delegates Administrative Entity responsibilities for Title I-B programs to the Deputy County Administrator who has assigned the Administrative Entity responsibilities to the Pima County Community Services, Employment and Training Department (“CSET”); and
- ✓ Delegates LWDB staff responsibilities to Economic Development\* (currently the Chief Deputy County Administrator).

\*as of 07/01/20, pending approval

## LWDB –

- ✓ Advisory Committee to the LCEO;
- ✓ Sets policy;
- ✓ Directs CSET to competitively procure eligible providers to provide direct career services by awarding contracts or obtaining written agreements;
- ✓ Identifies eligible providers of career services in the local area; and
- ✓ Conducts financial monitoring and ensures audits of service providers or otherwise sees to the completion of these functions.

## LWDB Administrative Support Staff –

- ✓ WIB Director/Program Manager and/or Administrative Support Specialist–Senior provides administrative support to the LWDB;
- ✓ Reports to the Administrative Support Services Manager, Economic Development\* (currently the Chief Deputy County Administrator);
- ✓ Has a separate line of supervision from the CSET staff who oversee the direct career services for the WIOA Title I-B Adult, DW, and Youth programs;
- ✓ Do not report to the same Deputy County Administrator as the CSET staff who provide direct career services;
- ✓ Do not act as nor supervise ARIZONA@WORK Pima County One-Stop staff;
- ✓ Only assists the LWDB to fulfill its required functions (20 CFR 679.400 (d)); and
- ✓ Does not perform functions that are prohibited.

\*as of 07/01/20, pending approval

### 3.3. Administrative Entity Operations Functions staff:

#### Finance and Risk Management Department –

- ✓ Reports to Chief Deputy County Administrator;
- ✓ Issues checks;
- ✓ Responds to Title I-B Fiscal Monitoring requests; and
- ✓ The only staff who have access to their financial information management system.

#### Grants Management and Innovation (GMI) Department –

- ✓ Reports to Chief Deputy County Administrator;
- ✓ Provides accounting of funds spent and prepares billing invoices to request reimbursement from the Arizona Department of Economic Security (D.E.S.); and
- ✓ The only staff who have access to their financial information management system.

## CSET – Administrative Entity for Title I-B programs

### *Director*

- ✓ Reports to Deputy County Administrator;
- ✓ Approves D.E.S. request reimbursements;
- ✓ Has authority to review, approve, or deny Title I-B expenses;
- ✓ Develops and approves department and Title I-B budgets;
- ✓ Supervises Pima County staff;
- ✓ Does not act as nor supervise One-Stop service provider staff; and
- ✓ Does not have access to the Finance and Risk Management Department nor the GMI Department financial information management systems.

### *Administrative Services Manager*

- ✓ Reports to Director;
- ✓ Supervises CSET Administrative Support staff;
- ✓ Approves D.E.S. request reimbursements in the absence of the Director;
- ✓ Has authority to review, approve, or deny Title I-B expenses;
- ✓ Assists with development of department budget;
- ✓ Does not act as nor supervise One-Stop service provider staff other than one (1) *Administrative Support Specialist\*\**;
- ✓ Does not have access to the Finance and Risk Management Department nor the GMI Department financial information management systems.

### *Special Staff Assistant-Senior*

Senior provides policy, financial analysis, grant writing, and strategic planning.

### *Community Services Managers*

- ✓ Report to Director;
- ✓ Supervise One-Stop Job Center Program Managers;
- ✓ Respond to appropriate Title I-B and other Program Monitoring requests;
- ✓ Do not act as nor supervise other One-Stop staff; and
- ✓ Do not have access to the financial information management systems nor compliance documents.

### *Program Managers*

- ✓ Report to designated Community Services Manager
- ✓ Supervise One-Stop staff, excluding Front Line Staff, who provide direct career services at (2) Comprehensive, (2) Special, and (2) Affiliate ARIZONA@WORK Pima County One-Stop Job Centers;
- ✓ Review, approve, or deny Title I-B client expenses received from Workforce Development Specialists (WDS);
- ✓ Approve eligible training provider training requests; and



- ✓ Do not have access to the financial information management systems nor compliance documents.

*Direct Service Providers* (known as One-Stop Service Providers who are Subrecipients)

- ✓ Report to designated Program Manager or Front Line Supervisor
- ✓ Provide direct career services at One-Stop Job Centers;
- ✓ Do not act as nor supervise other One-Stop staff; and
- ✓ Do not have access to the financial information management systems nor compliance documents.

*Intake Specialists and WDS*

- ✓ Provide direct career services;
- ✓ Do not act as nor supervise other One-Stop staff; and
- ✓ Do not have access to the financial information management systems nor compliance documents.

CSET Administrative Support Staff – report directly to the CSET Administrative Services Manager; do not act as nor supervise other One-Stop staff (except for the Front Line Supervisor); and do not have access to the financial information management systems nor compliance documents:

*Program Coordinator*

Front Line Supervisor for only the One-Stop Job Centers' Front Line Staff who represent different One-Stop service providers;

*Program Coordinator*

Serves as Regional Director for Pima County Arizona Job Connection (AJC); and  
Serves as Pima County ETPL Coordinator.

*Contracts Specialist*

Processes WIOA and other grant subrecipient and other contracts; and  
Assists the Pima County ETPL Coordinator.

*Grant Accounting and Compliance Specialist*

Processes WIOA and other grant subrecipient and contractor invoices.

*Administrative Support Specialist*

Processes payments for WIOA and other subcontractors, training vendors, and various vendors who provide testing and support services as well as supplies and overhead.

*Administrative Support Specialist\*\**

Processes support services vouchers for WIOA and other clients.

*Administrative Support Specialist*

Generates AJC and Pima County Participant Tracking System (PTS) reports for CSET staff and the LWDB staff.

*Administrative Support Specialist*

Orders office supplies; and

Pays WIOA and other expenses with Pima County Procurement Card.

- 3.4. One-Stop Operator. The One-Stop Operator (OSO) carries out activities under title I-B that are not related to the direct provision of workforce investment services (including services to participants and employers). The OSO does not perform functions that are prohibited.
- 3.5. Local Plan Requirements. The ARIZONA@WORK Pima County One-Stop Workforce Development Plan ("Plan") will be developed and modified in partnership between the BOS Chair, the WIB, and key stakeholders (One-Stop Partners and Service Providers, employers, educational institutions, labor organizations, non-profits, economic development entities, community leaders, and others).
  - 3.5.1. The Plan development and Plan Modifications will include the BOS Chair, WIB, and key stakeholders being:
    - 3.5.1.1. Involved before, during, and after the development and modifications as appropriate and needed.
    - 3.5.1.2. Available to provide input and proof drafts before submitted for approval by the WIB and BOS Chair.
    - 3.5.1.3. Able to confirm that the Plan or Plan Modifications and the ARIZONA@WORK Pima County One-Stop system are aligned with:
      - 3.5.1.4. Workforce investment.
      - 3.5.1.5. Education and economic development systems.
      - 3.5.1.6. In support of a comprehensive, accessible, high-quality workforce development system in Pima County by being:
        - 3.5.1.6.1. Focused on the WIOA and workforce-related needs and activities.
        - 3.5.1.6.2. Consistent with and supportive of the Pima County Economic Development Plan and the Arizona Workforce Development Plan ("Arizona Plan").
        - 3.5.1.6.3. Reflective of local labor market data and economic development reports that determine which industries are critical to the growth of the local economy.
    - 3.5.1.7. Aware of data resources and tools available such as the Arizona Office of Economic Opportunity (OEO), Arizona Commerce Authority (ACA); and

The University of Arizona, Economic & Business Research Center, Eller  
College “Making Action Possible (MAP) for Southern Arizona.”

- 3.5.2. Considerate of the sectors targeted or emphasized by the Arizona Plan; Pima County Economic Development Plan, Sun Corridor Inc., and the ACA.
- 3.5.3. In compliance with WIOA and all federal, state, and local laws, regulations, rules, and policies.
- 3.5.4. Made available to the public, key stakeholders, and others through a legal notice process established and approved by the Pima County BOS. The legal notice process will provide an opportunity to formally announce to the public - the Plan or Plan Modifications, and the public comment period.
- 3.5.5. Approved by the WIB and allowing the WIB Executive Committee to make minor technical adjustments as requested by the WAC.
- 3.5.6. Provided to the BOS Chair with a recommended for approval by the WIB. The CSET Director will follow the established Pima County BOS’ procedure carried out by the Pima County Clerk of the Board so the Plan and Plan Modifications may be placed on a Pima County BOS’ regular meeting agenda.
- 3.5.7. Made available online on the Pima County website at the WIB webpage during the Plan and Plan Modifications development and approval processes to:
  - 3.5.7.1. Provide an opportunity for public comment and advertise the public comment period in print media and on the WIB webpage.
  - 3.5.7.2. The CSET Director on behalf of the WIB and BOS Chair, will place a Public Notice print ad in The Daily Territorial publication and the print ad will also be on the publication’s website at [publicnoticeads.com](http://publicnoticeads.com).
  - 3.5.7.3. The Public Notice printed ad will request that public comments be submitted on a specific URL on the Pima County website.
- 3.5.8. Notify representatives of the general public, BOS Chair, WIB, key stakeholders about the public comment period and opportunity for comment and input into the development of the local Plan and Plan Modifications, prior to submission of the Plan.
- 3.5.9. Any comments received after the Public Comment Period will be posted on the WIB webpage and provided to the WAC upon request.
- 3.5.10. Make the Plan and Plan Modifications available through electronic, Word, and Portable Document Format (PDF) formats.
- 3.5.11. Via an email distribution list, personally notify BOS Chair, WIB, WAC, and key stakeholders about the:
  - 3.5.11.1. WIOA-required 30-day public comment period.
  - 3.5.11.2. Opportunity to read the online Plan or Plan Modifications.
  - 3.5.11.3. Opportunity to provide input and comment prior to submission of the Plan or Plan Modifications.

3.5.11.4. The CSET Director will provide the email distribution list to the WAC upon request.

3.6. Budget and Approval. In accordance with WIOA section 107(d)(12)(A), develop WIB budget and obtain approval from the BOS Chair for the purpose of carrying out the duties and activities of the WIB that are consistent with the Plan and Plan Modifications and the duties of the WIB. This does not include the local operation or administrative budgets.

3.6.1. The WIB's process for obtaining the BOS Chair approval includes following Federal, State, and local procurement laws, regulations, and policies.

3.6.2. Pima County is the fiscal agent. The BOS Chair has delegated financial activities to the County Administrator who has delegated the duties and activities to the CSET Director and the Pima County Community Services, Employment and Training Department ("CSET").

3.7. Selection of ARIZONA@WORK Pima County One-Stop One-Stop Operator and Service Providers.

3.7.1. Selection. The WIB will select the One-Stop Operator (OSO) and One-Stop Service Providers in accordance with WIOA section 107(d)(10)(A) through (E) and the WAC Policy 04-2016 ARIZONA@WORK Job Center One-Stop Operator Selection.

3.7.2. Guidelines.

3.7.2.1. The WIB will select the OSO and the Service Providers under the competitive selection process required under WIOA, the WAC, and the Pima County Procurement Department.

3.7.2.2. The WIB will conduct its business in an open manner as required by WIOA section 107(e), by making available to the public, on a regular basis through electronic means and open meetings, information about the activities of the Local WDB. (20 CFR § 679.390) which includes competitive selection processes.

3.7.3. Process. The WIB will direct Pima County CSET, to competitively procure the OSO and Service Providers and enter into appropriate contract agreements.

3.7.3.1. Procurement will be conducted in accordance with the applicable provisions of the Uniform Guidance at 2 CFR parts 200 and 2900, and all applicable federal, state, and local procurement laws.

3.7.3.2. No organization or individual involved in the development of contract requirements, drafting of the Request for Proposal ("RFP") or Invitation for Bids ("IFB"), evaluation of proposals, and identification of awardee will be allowed to compete for or submit a proposal under the procurement action.

3.8. Official Agreement. The WIB will obtain the BOS Chair's official agreement on the selected OSO and the selected Service Providers by providing:

3.8.1. Documentation that the competitive selection process followed all applicable local procedures, and applicable state and federal laws.

- 3.8.2. A Notice of Recommendation for Award that has been distributed to the Proposers and the public.
- 3.8.3. Each of the Proposer's score sheets that were completed by each Request for Proposal Review Committee member.
- 3.9. Oversight. The WIB will monitor the financial activities of service providers under contract, ensure appropriate audits, or otherwise oversee contract financial activities.
- 3.10. Youth Activities. The WIB has a standing youth committee known as the WIB Youth Council ("Council") and it was established under the Workforce Investment Act and the Council is active under the new WIOA that was signed into law on July 22, 2014 in accordance with 20 CFR § 681.100.
  - 3.10.1. The composition of and appointment procedures for the Council are in accordance with 20 CFR § 681.110.
  - 3.10.2. Youth Service Agencies – Minimum of 2. Special preference will be given to juvenile justice and law.
  - 3.10.3. Public Housing Authorities serving Pima County residents.
  - 3.10.4. Parents of Eligible Youth Seeking Services.
  - 3.10.5. Individuals – Minimum of two (2). Special preference will be given to former participants and representatives of organizations with experience related to youth services which will include community-based organizations with a demonstrated record of success in serving eligible youth.
  - 3.10.6. Representative(s) of the Fred G. Acosta Job Corps Center serving Pima County residents.
  - 3.10.7. Minimum of four (4) WIB voting members.
  - 3.10.8. Other Youth Council Members may include other individuals, who the WIB Chair, in cooperation with the BOS Chair, determines to be appropriate.
    - 3.10.8.1. Special consideration will be given to a representative from the Adult Basic Education community; and
    - 3.10.8.2. A youth representative.
  - 3.10.9. The duties assigned to the Council are in accordance with 20 CFR § 681.120 and the Council provides information and assists with planning, operational, and other issues relating to the provision of services to youth, and includes community-based organizations with a demonstrated record of success in serving eligible youth.
  - 3.10.10. Carrying out its responsibilities for youth activities under youth formula programs.
  - 3.10.11. Providing information and assisting with planning, operational, and other issues relating to the provision of services to youth.
- 3.11. Program Oversight. The WIB will follow guidelines and processes to carry out the program oversight responsibilities outlined in WIOA section 107(d)(8)(A) and 20 CFR § 679.370

and in partnership with the BOS Chair along with the shared governance responsibility for program oversight and negotiating local performance accountability measures.

- 3.11.1. Conducting oversight of Youth workforce investment activities authorized under WIOA section 129(c), Adult and Dislocated Worker (DW) employment and training activities under WIOA sections 134 (c) and (d), and the entire ARIZONA@WORK Pima County One-Stop workforce delivery system.
- 3.11.2. Assess needed changes in services and budget allocation to comply with youth program changes mandated by WIOA.
- 3.11.3. Ensuring the appropriate use, management, and investment of the funds provided under WIOA Title I, subtitle B (Title I-B) for the Youth, Adult, and DW worker activities and the ARIZONA@WORK Pima County One-Stop workforce delivery system, to maximize performance outcomes WIOA section 116.
- 3.11.4. The WIB “Performance and Accountability Committee” oversees/monitors the ARIZONA@WORK Pima County One-Stop service providers and reports their quarterly performance to the WIB. The Committee will take into account the extent to which the levels involved promote continuous improvement in performance accountability on the performance accountability measures to ensure optimal return on the investment of Federal funds.
- 3.11.5. ARIZONA@WORK Pima County One-Stop Partners have agreed and documented in the Memorandum of Understanding (“MOU”) to submit performance data to the WIB on a monthly and quarterly basis.
- 3.11.6. The BOS Chair will be involved by approving the negotiated performance accountability measures, and will review quarterly performance reports to stay informed of local activities and performance outcomes at least twice within one fiscal year.
- 3.12. Performance Accountability Measures. The process that the WIB will use to reach agreement with the BOS Chair and the Governor on local performance accountability measures in accordance with WIOA section 107(d)(9) will include negotiating and reaching agreement on local performance measures with the BOS Chair and the Governor in accordance with WIOA section 116 (c).
- 3.13. Local System Policy Established by the WIB. The WIB and BOS Chair will work in partnership to set, develop, and promote policy for the local workforce development system.
  - 3.13.1. Recommend innovative opportunities that will support the development of an effective and cohesive workforce development system to maximize return on investment for all stakeholders.
  - 3.13.2. Review and approve policies and provide to One-Stop staff who includes One-Stop Partners and Service Providers.
  - 3.13.3. The BOS Chair has the final authority over the contents of the WIB By-laws and the formal implementation of policy that may be recommended by the WIB.
  - 3.13.4. WIB By-laws will be amended as follows:

- 3.13.4.1. A majority of members in attendance at a WIB meeting may request an amendment to the WIB by-laws.
  - 3.13.4.2. Proposed amendments will be transmitted to the CSET Director and the Pima County Attorney's Office by the WIB Chair for initial review prior to circulation to the WIB members.
  - 3.13.4.3. Once approved, or revised, by CSET and the Pima County Attorney's Office, the proposed amendment will be provided to the WIB members at least 14 calendar days prior to the meeting at which the amendment will be considered.
  - 3.13.4.4. When approved by a majority of members in attendance at the WIB meeting, the proposed amendment will be forwarded to the BOS for final approval.
  - 3.13.4.5. The amendment will become effective on the date approved by the BOS.
- 3.14. Memorandum of Understanding (MOU). The process for demonstrating the LCEO's official agreement on memorandum of understanding between workforce system partners and the WIB includes:
- 3.14.1. Pursuant to the requirements of the WIOA section 121, the WIB and the Pima County One-Stop Partner organizations developed and entered into a MOU setting forth the protocols, roles, and responsibilities for the operation of the ARIZONA@WORK Pima County One-Stop workforce development system.
  - 3.14.2. The WIB and the ARIZONA@WORK Pima County One-Stop Partners have developed an MOU that includes an Infrastructure Funding Agreement (IFA). The MOU was approved by the BOS Chair and the WIB and is the vehicle for Partners' coordinated activities and policy statements received from their various funding sources.
  - 3.14.3. The WIB obtained the BOS Chair's signature approval and the signed MOU was provided to the WIB, One-Stop Partners, and One-Stop staff who includes One-Stop Partners and Service Providers.
- 4.0 Amendments, Change, or Election.** Any amendment or change to the Agreement, either in the form of the Plan 2016-2020, including notice of an election of a new BOS Chair, notice of an election of a new WIB Chair, or amendment of any applicable partnership agreement(s), will be maintained at the CSET Director's office and be available for monitoring by the WAC.
- 5.0 Communication with Elected Officials.** The WIB will keep the BOS Chair informed on a regular basis regarding activities, performance outcomes, and budgets. One joint meeting will be held annually between the BOS Chair and the WIB. If the BOS Chair and the WIB agree to satisfy this joint meeting requirement through alternative methods of communicating, the CSET Director will obtain acceptance from the WAC prior to the joint meeting.

- 6.0 Communication with Public.** The WIB will make information available to the public regarding the WIB activities as required by WIOA section 107(e) and 20 CFR § 679.390 on a regular basis through open meetings and electronic means on appropriate Pima County and ARIZONA@WORK websites. Information presented will include, but is not limited to:
- 6.1. Information about the Plan and Plan Modifications, before submission of the Plan.
  - 6.2. List and affiliations of WIB members.
  - 6.3. Selection of One-Stop Operator.
  - 6.4. Award of grants or contracts to eligible One-Stop Service Providers for Title I-B Adult, DW, and Youth workforce development activities.
  - 6.5. WIB and WIB Committees' monthly meeting minutes.
  - 6.6. WIB By-laws that are consistent with 20 CFR § 679.310(g).
- 7.0 WIB Director and Staff.** The Pima County WIB may hire a WIB director and staff to assist with carrying out the functions of the Pima County WIB, per WIOA section 107(f).
- 7.1. Selection. If the WIB chooses to enter into a hiring process for a WIB director or staff, the WIB will conduct an open and competitive process following the requirements of 20 CFR § 679.400, the WAC State Policy #1, the Pima County Human Resources Rules, Policies, and Procedures and all applicable federal, state, and local employment and labor laws.
  - 7.2. Official Agreement. The BOS Chair will delegate hiring approval of the WIB director and staff selected by the WIB to the County Administrator, as hiring authority for Pima County. Any person hired pursuant to Section 7.0 will be an employee of Pima County.
- 8.0 Functions.** The WIB will carry out the required functions in 20 CFR § 679.370 including:
- 8.1. Career Pathways. With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area.
  - 8.2. Technology. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers.
  - 8.3. Career Services and Training Services. In accordance with WIOA section 107(d)(10)(E), work with the State to ensure that there are sufficient numbers and types of providers of career services and training services serving the local area. The providers will provide the services to adults and youth in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
    - 8.3.1. Identify qualified adult and youth training providers in numbers and career areas sufficient to maximize consumer choice.
    - 8.3.2. Ensure that individuals with disabilities obtain training opportunities from qualified providers that will lead to competency for employment with livable wages and opportunities for advancement.
  - 8.4. Coordination with Education Providers. Coordinate activities with education and training providers in the local area including:



- 8.4.1. Reviewing applications to provide adult education and literacy activities under title II for the LWDA to determine whether such applications are consistent with the local plan.
- 8.4.2. Making recommendations to the eligible agency to promote alignment with such plan.
- 8.4.3. Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination. *Cooperative agreement* means an agreement entered into by a State designated agency or State designated unit under subparagraph (A) of section 101(a)(11) of the Rehabilitation Act of 1973.
- 8.5. Accessibility for Individuals with Disabilities. Assess, on an annual basis, the physical and programmatic accessibility of all Job Centers in the local area, in accordance with WIOA section 188.
- 8.6. ARIZONA@WORK Pima County Job Center Certification. Obtain certification of ARIZONA@WORK Pima County Job Centers in accordance with 20 CFR § 678.800 and State Workforce Policy #6 Certification of the ARIZONA@WORK Job Centers.
- 9.0 Authorized Signatures.** This partnership agreement is entered into by and between the Parties below:

**Local Chief Elected Official**

\_\_\_\_\_  
Richard Elías, Chairman  
Pima County Board of Supervisors

Date: \_\_\_\_\_

**Local Workforce Development Board**

  
\_\_\_\_\_  
Aric L. Meares, Chair  
Pima County Workforce Investment Board

Date: 10/03/19

## **Exhibit A**



### **AGREEMENT TO PROVIDE DIRECT CAREER SERVICES**

This Agreement is between the Local Workforce Development Board (“LWDB”) known as the Pima County Workforce Investment Board (“WIB”), the Local Chief Elected Official (“LCEO”) known as the Chair, Pima County Board of Supervisors (“BOS”), and Pima County, a body politic and corporate of the State of Arizona.

The WIB and BOS have entered into this Agreement to identify the Pima County Community Services, Employment and Training Department (“CSET”) as an eligible provider to provide direct career services for eligible WIOA Title I-B Adults, Dislocated Workers, and Youth in Pima County and in compliance with WIOA requirements and the Pima Count WIB Workforce Development Plan (“Plan”).

### **RECITALS**

The Workforce Innovation and Opportunity Act (“WIOA”) was established in 2014 to increase employment, education, and training for individuals with barriers; support the alignment and improvement of the workforce development system; improve skills of workers to help 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.

- A. Pima County is designated as the Local Workforce Development Area (“LWDA”) by the Governor under the federal WIOA, Pub.L.113-128 and is the administering entity for the ARIZONA@WORK Pima County One-Stop Delivery System.
- B. Pima County, as Grantee, receives federal WIOA grant funds and provides them to Pima County service providers who are subrecipients, including Pima County CSET, to provide eligible WIOA career services and who must follow the Uniform Guidance at 2 CFR part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900. The WIOA grant ends June 30, 2023.
- C. The WIB is certified by the Governor as the LWDB, in accordance with 20 CFR 678.800 and the State Policy #6 Certification of the ARIZONA@WORK Job Centers, and provides oversight for the Pima County LWDA.
- D. The WIB and BOS 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 Pima County policies will be adhered to in their entirety.

- E. The WIOA emphasizes local control so the LWDA may customize career services for the unique needs of the LWDA.
- F. The WIB and BOS are entering into this Agreement and have selected Pima County CSET to provide direct career services in Pima County to eligible WIOA Title I-B Adult, Dislocated Worker, and Youth and through subcontracts with other service providers.
- G. The Pima County BOS finds that this Agreement will improve employment opportunities for Pima County residents and is in the best interests of the residents of Pima County.
- H. Pima County has reviewed Pima County CSET's performance of the services and finds it satisfactory.

**NOW, THEREFORE, the WIB and Pima County agree as follows:**

**1.0 PURPOSE OF AGREEMENT.**

- 1.1 The purpose of this Agreement is to authorize Pima County CSET to provide direct career services to eligible WIOA Title I-B Adults, Dislocated Workers, and Youth throughout the designated LWDA. These career services will be provided in accordance with Federal and State regulations and the most current Plan.

**2.0 SCOPE OF WORK.**

- 2.1 Pima County CSET will perform the career services and achieve the performance goals shown in section 3.2 of this Agreement, 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 prior written approval obtained from the WIB and BOS. If career services are subcontracted, the subcontractor must meet the performance goals.
- 2.2 Pima County CSET must comply with all WIOA laws and regulations, 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 Pima County Shared Governance Agreement ("SGA") as well as Pima County and WIB 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.

**3.0 PERIOD OF PERFORMANCE AND GOALS.**

- 3.1 Pima County CSET will achieve the WIOA Title I-B Negotiated Levels of Performance for Program Years 2018 and 2019 negotiated and approved by the State, WIB and BOS. For any quarter in which performance falls below 90% of the Performance Goals, in the following quarter, Pima County CSET will submit a Corrective Action Plan to the WIB

within 10 days of the quarter's end. Once approved by the WIB, the WIB will implement the Corrective Action Plan (TEGL 9-17).

- 3.2 The following are the final, WIOA Title I-B Negotiated Levels of Performance for Program Years 2018 and 2019 agreed-upon by the State and the Pima County WIB.

|  | Final Negotiated Levels<br>of Performance - PY18 | Final Negotiated Levels<br>of Performance - PY19 |
|--|--|--|
| <b>WIOA Adults</b>   |  |  |
| Employed 2 <sup>nd</sup> quarter after exit  | 70.0%  | 71.0%  |
| Employed 4 <sup>th</sup> quarter after exit  | 62.5%  | 63.5%  |
| Median Wage  | \$5,250  | \$5,350  |
| Credential   | 52.5%  | 53.5%  |
| Measurable Skills Gain   | Baseline   | Baseline   |
| <b>WIOA Dislocated Worker</b>  |  |  |
| Employed 2 <sup>nd</sup> quarter after exit  | 75.5%  | 76.5%  |
| Employed 4 <sup>th</sup> quarter after exit  | 70.0%  | 72.0%  |
| Median Wage  | \$6,400  | \$6,500  |
| Credential   | 52.7%  | 53.7%  |
| Measurable Skills Gain   | Baseline   | Baseline   |
| <b>WIOA Youth (14-24)</b>  |  |  |
| Employed, in education, or in Occupation<br>Skills Training 2 <sup>nd</sup> quarter after exit | 62.0%  | 63.0%  |
| Employed, in education, or in Occupation<br>Skills Training 4 <sup>th</sup> quarter after exit | 62.0%  | 63.0%  |
| Median Wage  | Baseline   | Baseline   |
| Credential   | 44.0%  | 44.5%  |
| Measurable Skills Gain   | Baseline   | Baseline   |

#### **4.0 PAYMENT METHOD.**

- 4.1 Payment will be made from grants received by Pima County from the United States Department of Labor and Arizona Department of Economic Security.

#### **5.0 AMENDMENTS.**

- 5.1 Any amendment or change to this Agreement will be in writing and signed by the WIB and BOS.
- 5.2 Any amendment or notice shall be maintained for review by the Arizona Department of Economic Security and/or the Workforce Arizona Council.

#### **6.0 EFFECTIVE DATE, TERM, AND TERMINATION.**

- 6.1 This Agreement shall be effective on December 18, 2019.
- 6.2 This Agreement shall terminate upon the earliest occurrence of any of the following:
- 6.2.1 The WIB is dissolved;
- 6.2.2 The funding from the State or United States Department of Labor is
- 6.2.2.1 discontinued; or
- 6.2.2.2 Terminated pursuant to the provisions of this Agreement.

All other provisions of this Agreement will remain in effect and be binding between the WIB and BOS.

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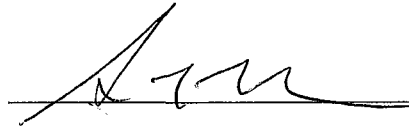
IN WITNESS THEREOF, the WIB and BOS have affixed their signatures and do hereby agree to carry out the term of this Agreement cited herein:

**PIMA COUNTY**

**LOCAL WORKFORCE DEVELOPMENT BOARD**

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Chairman, Pima County Board of Supervisors



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Chair, Pima County Workforce Investment Board

Richard Elías

Aric L. Meares

Printed Name

Printed Name

Date: 01/14/2020

Date: 10/03/2019

ATTEST:

---

Clerk of the Board

Date



### Shared Governance Agreement Checklist

**References:** *WIOA 107(d), 20 CFR § 679.370, State Workforce Policies #1 and #8*

***Pursuant to State Workforce Policy #1***

***<https://arizonaatwork.com/sites/default/files/media/SWP%20%231%20WIOA%20Local%20Governance%20Policy%2006%2005%2019.doc.pdf>, the Local Workforce Development Board (LWDB) and the Chief Elected Official (CEO) must enter into a written agreement that describes how the parties will carry out their shared governance functions and meet other LWDB requirements. The Shared Governance Agreement must include the requirements listed below. The signed agreement and any amendments or changes to the agreement must be maintained at the local administrative entity office and available for monitoring by federal and/or state monitors and public inspection.***

**Name of LWDB:** Pima County Workforce Investment Board (WIB)

| Requirement  | Requirement in Agreement?<br>(Y/N) | Section or Page Found |
|--|------------------------------------|-----------------------|
| <b><i>1. Local Board Membership (See State Workforce Policy #1: IV.A.1.:</i></b>   |                                    |                       |
| A. The agreement outlines the terms of LWDB membership to ensure terms are staggered so that only a portion of membership expires in a given year.   | Y                                  | Pg1 (2.1.)            |
| B. The agreement outlines the formal nomination and appointment process used by the CEO(s) to nominate members to the LWDB   | Y                                  | Pg2 (2.3 & 2.4.)      |
| C. The agreement includes the following requirements:<br>(1) The nominating organization submits to the CEO a document or letter signed by the chief executive officer to identify the individual to be nominated, and | Y                                  | Pg2 (2.3.)            |

| Requirement   | Requirement in Agreement? (Y/N) | Section or Page Found                  |
|---|---------------------------------|--|
| (2) The letter will acknowledge the nominee's optimum policy-making authority, and<br>(3) The letter includes documentation of curriculum vitae, resume or work history supporting the qualifications of the nomination   |                                 |  |
| D. The agreement includes the requirement that appointments must be made by the appointing CEO and submitted to the local administrative entity either in a form or letter, evidenced within minutes of the meetings or other official communication  | Y                               | Pg2(2.4) All in 2.4 under Appointments |
| E. The agreement includes provisions to require resignation of LWDB members who no longer hold the position or status used for eligibility of their appointment or allows removal of such LWDB members by the CEO(s) immediately upon notification to the LWDB of such change in status             | Y                               | Pg2 & 3 (2.5) Change in status         |
| F. The agreement must provide for replacement of LWDB members who resign or are removed before the expiration of their term.  | Y                               | Pg3 (2.6) Mid-term appointments        |
| G. The agreement must indicate LWDB vacancies must be filled within 120 days of the vacancy or request a waiver from the Workforce Arizona Council Manager for vacancies which remain open after 120 days.  | Y                               | Pg3 (2.7) vacancies                    |
| H. The agreement must allow the CEO to remove LWDB members if the following occurs: documented violation of conflict of interest, failure to meet LWDB representation requirements defined in WIOA, this policy or documented proof of malfeasance, fraud, or abuse.                                | Y                               | Pg3 (2.9) removal                      |
| I. The agreement must define the specific criteria used by the LWDB to establish just cause and the process for removal from the LWDB.  | Y                               | Pg3 and 4 (2.9) All of 2.9 Removal     |
| <b>2. Relationship Between CEO and LWDB (See State Workforce Policy #1A.2):</b>   |                                 |  |
| A. The agreement or by-laws must document a clear separation of duties and required firewalls between staff that perform governance functions and operation functions in organizations that serve multiple roles in the one-stop service delivery system. <i>Use Conflict of Interest Checklist</i> | Y                               | Pg 4 (3.1)                             |

| Requirement  | Requirement in Agreement? (Y/N) | Section or Page Found                                    |
|--|---------------------------------|--|
| B. The agreement must describe how the Local Plan will be developed in partnership between the CEO and the LWDB  | Y                               | Pg.4 (3.2)   |
| C. The agreement must describe how the LWDB will develop its budget for the purpose of carrying out the duties of the LWDB and the process for obtaining the approval of the CEO   | Y                               | Pg6 (3.3)  |
| D. If the LWDB has a standing youth committee pursuant to 20 CFR §681.100, the agreement shall describe the composition and appointment procedures for the committee and the duties assigned to the committee<br><i>Should be N/A if there is no standing youth committee, but a response of y or n is required for the next question.</i> | Y                               | Pg7 (3.5)  |
| E. If there is no standing youth committee, the agreement must describe how the LWDB will carry out its responsibilities for youth activities under youth formula funds<br><i>Should be N/A if there is a standing youth committee, but a response of y or n is required for the prior question.</i>                                       | N/A                             |  |
| F. The agreement must describe the guidelines established and process to follow to carry out all program oversight responsibilities, including a description on how the CEO(s) will be involved.   | Y                               | Pg8 (3.6)  |
| G. The agreement must describe the process the LWDB will use to reach agreement with the CEO(s) and the Governor on local performance accountability measures for Title I-B  | Y                               | Pg8 (3.7)  |
| H. The agreement must describe the process for amending the LWDB bylaws, including any role the CEO(s) delegated to the LWDB in amending the bylaws.   | Y                               | Pg9 (3.8.4; 3.8.4.1; 3.8.4.2; 3.8.4.3; 3.8.4.4; 3.8.4.5) |
| I. The agreement must describe the process for demonstrating CEO agreement on the Memorandum of Understanding (MOU) between the workforce system partners and the LWDB.  | Y                               | Pg9 (3.9; 3.9.1; 3.9.2; 3.9.3)                           |
| <b>3. Authorized Signatures</b>  |                                 |  |
| A. The agreement must be signed by the LWDB Chair and the CEO(s) that has been identified as participating in the CEO agreement at the time of the signing   | Y                               | Signature page 15  |



| Requirement  | Requirement in Agreement? (Y/N) | Section or Page Found   |
|--|---------------------------------|---|
|  |                                 |   |
| <b>4. Amendments, Change or Election:</b>  |                                 |   |
| A. The agreement must describe the conditions for which an amendment or change is required for the agreement, including notice of an election of a new CEO or notice of an election of a new LWDB.   | Y                               | Pg9 (4.0)   |
| <b>5. Communication with Elected Officials:</b>  |                                 |   |
| A. The agreement must establish requirements for informing the CEO(s) on a regular basis regarding activities, performance outcomes and budgets with at least one joint meeting with the CEO(s) held annually.   | Y                               | Pg9 (5.0)   |
| <b>6. LWDB Authority:</b>  |                                 |   |
| A. The agreement indicates the LWDB sets policy for the local workforce area in partnership with the CEO(s), per 20 CFR § 679.310(b)   | Y                               | Pg8 (3.8) & Pg1-3 <sup>rd</sup> paragraph                               |
| B. The agreement acknowledges the LWDB the authority to hire a director and staff to assist with in carrying out the functions of the LWDB, per section 107(f) of the WIOA.  | Y                               | Pg10 (7.0)  |
| <b>7. LWDB Roles and Responsibilities:</b>   |                                 |   |
| A. The agreement acknowledges the LWDB will ensure the appropriate use and management of the funds provided under Title I-B for the youth, adult, and dislocated worker activities and the local ARIZONA@WORK system                                       | Y                               | Pg8 (3.6.2)   |
| B. The agreement acknowledges the LWDB will ensure the appropriate use and management of the funds to maximize performance outcomes under WIOA 116   | Y                               | Pg8 (3.6.4)   |
| C. The agreement must establish guidelines and processes for the LWDB to follow for selection of the operators and providers for the LWDA, including One-Stop Operators, and where appropriate, terminate such providers in accordance with 2 CFR part 200 | Y                               | Pg6 (3.4; 3.4.1; 3.4.2; 3.4.3; 3.4.3.1; 3.4.3.2) Guidelines and Process |
| D. The agreement indicates whether the LWDB directed the fiscal entity to procure contracts or obtain written agreements, conduct financial monitoring   | Y                               | Pg7 (3.4.5)   |

| Requirement   | Requirement in Agreement? (Y/N) | Section or Page Found                       |
|---|---------------------------------|---|
| of service providers, ensures audits of service providers or otherwise performs these functions.  |                                 |   |
| E. Agreement indicates how LWDB carries out the following functions required in 20 CFR § 679.370:   |                                 |   |
| (1) Conduct workforce research and regional labor market analysis   | Y                               | Pg4 (3.2.1.3.3.3)                           |
| (2) Convene local workforce development system stakeholders to assist in the development of the local plan  | Y                               | Pg4 (3.2.1)                                 |
| (3) Lead efforts to engage with a diverse range of employers and other entities in the region in order to promote business representation, develop effective linkages with employers, ensure that workforce investment activities meet the needs of employers and support economic growth in the region, and develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers | Y                               | Pg2 (2.2; 2.2.1; 2.2.2; 2.2.3) & Pg10 (8.2) |
| (4) With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area   | Y                               | Pg10 (8.1)                                  |
| (5) Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers  | Y                               | Pg10 (8.2)                                  |
| (6) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and job seekers  | Y                               | Pg10 (8.2)                                  |
| (7) Negotiate with CEO and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with § 678.715 of this chapter   | Y                               | Pg10 (3.9.2)                                |
| (8) In accordance with WIOA sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities   | Y                               | Pg10 (8.3; 8.3.1; 8.3.2)                    |
| (9) Coordinate activities with education and training providers in the local area   | Y                               | Pg11 (8.4)                                  |

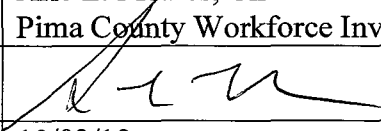
| Requirement  | Requirement in Agreement?<br>(Y/N) | Section or Page Found |
|--|------------------------------------|-----------------------|
| (10) Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the local area, in accordance with WIOA sec. 188 | Y                                  | Pg11 (8.5)            |
| (11) Certification of one-stop centers   | Y                                  | Pg11 (8.6)            |

Reviewed by: Graciela Guzman  
*Print or type name of DERS Staff reviewing agreement*

Signature: \_\_\_\_\_  
*Signature of DERS Staff reviewing agreement*

Date: 10.30.19  
*Date of DERS Staff review*

*I certify the Agreement as presented reflects the current operations of the LWDB and the CEO(s).*

|                            | <b>LWDB Chair</b>   | <b>CEO</b>  |
|----------------------------|---|---|
| <b>Name Typed or Print</b> | Aric L. Meares, Chair<br>Pima County Workforce Investment Board                   | Richard Elías, Chairman<br>Pima County Board of Supervisors |
| <b>Signature</b>           |  |   |
| <b>Date</b>                | 10/03/19  | 01/14/20  |



## **BY-LAWS OF THE WORKFORCE INVESTMENT BOARD OF PIMA COUNTY**

### **ARTICLE I – NAME AND AUTHORITY**

- A. The organization will be called “The Workforce Investment Board of Pima County.” From time to time it may also be referred to as the “WIB”, “Pima County WIB” or “Local Board.”
- B. The WIB is authorized, established in accordance with Section 107 of the Workforce Innovation and Opportunity Act (“WIOA”), and guided pursuant to the Workforce Innovation and Opportunity Act (“WIOA”), Public Law 133-128. WIOA was signed into law on July 22, 2014. WIOA replaces and supersedes the Workforce Investment Act of 1998 (“WIA”).
- C. As the chief elected officials, the Pima County Board of Supervisors (“BOS”) has the final authority over the contents of these by-laws and the formal implementation of policy that may be recommended by the WIB.

### **ARTICLE II – AREA SERVED**

- A. Pursuant to the State of Arizona designation and in compliance with WIOA, the local workforce development area served by the WIB will be all of Pima County, excluding areas under tribal jurisdiction.
- B. The WIB, in cooperation with the BOS, may also provide services and cooperation with other local workforce development areas in Southern Arizona and, to a lesser extent, throughout the State of Arizona.

### **ARTICLE III – VISION AND PURPOSE**

- A. The Pima County WIB will pursue its vision of "Quality Jobs • Qualified Workers" through the following goals:
  - 1. Assisting people to obtain jobs in strategic industry sectors.
  - 2. Supporting employers in finding and hiring qualified employees.
  - 3. Engaging underrepresented labor pools by removing barriers to employment.
- B. The WIB is established to assist the BOS in strategic planning, oversight and evaluation of the local workforce development area to reduce unemployment in Pima County and provide a forum for creatively solving local workforce problems.
- C. The WIB will help develop and promote policies and recommend investments that will support the development of an effective and cohesive workforce investment system to maximize return on investment for all stakeholders.



- D. The WIB will develop and maintain strategic and strong relationships with business organizations, chambers of commerce, labor and trade associations, education providers, and others to build a cohesive regional workforce development system meeting the needs of both employers and job seekers.

#### ARTICLE IV – DUTIES AND RESPONSIBILITIES

- A. In carrying out the duties and responsibilities set forth in WIOA 107(d), 20 CFR §679.370; the Workforce Arizona Council (“WAC”) Local Governance Policy; and the Shared Governance Agreement, WIB members must adhere and comply with these and all applicable Federal, State and local laws and regulations. This includes WIOA and associated regulations and any future amendments to and guidance issued regarding the laws and regulations.
- B. In cooperation with the Pima County Community Services, Employment and Training Department (“CSET”) and subject to the approval of the BOS, the WIB will undertake the following duties and responsibilities:
1. Local Plan: Develop the multi-year local workforce development area plan required by regulation to be submitted by Pima County to the Governor of Arizona.
  2. Regional Plan: If Pima County becomes a part of a planning region, collaborate with other local boards and local government leaders, or their designees, to prepare and submit a regional plan.
  3. Workforce Research and Regional Labor Market Analysis: Conduct various research projects to analyze the status of the regional and local economies, labor markets and workforce to assist the BOS in the implementation and funding of programs and the Governor in the development of the statewide workforce and labor market information system.
  4. Stakeholder Engagement: Convene and collaborate with local workforce development system stakeholders to ensure the development of an effective local area plan and identify non-federal expertise and resources to leverage support for local workforce development area activities.
  5. Employer Engagement: Bring together a diverse range of private and public sector employers, educators and economic development authorities to: promote cooperation with the BOS economic development strategies; develop effective linkages with employers; encourage employer utilization of the ARIZONA@WORK Pima County One-Stop system, a proud partner of the American Job Center network, and programs; and ensure WIB activities meet the needs of current employers and support future growth.
  6. Career Pathways: Collaborate with secondary, Title II providers, and post-secondary education institutions to develop and implement programs that lead to careers paying livable wages and opportunities for advancement.
  7. Proven and Promising Practices: Identify and promote the use of proven and promising strategies, initiatives, and practices from across the nation for the development of quality jobs and a workforce to fill the jobs.
  8. Technology: Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, job seekers, and those with barriers to employment. Consult with CSET on intake and case management information systems, remote access to systems, and improving digital literacy skills. Leverage resources and capacity within the system.



9. Program Oversight: Oversee operations and activities at the ARIZONA@WORK Pima County One-Stop, workforce development programs for local youth, adults and dislocated workers. Monitor the use, management and investment of workforce development funds. Based on evidence, suggest changes to improve performance where needed.
  10. Local Performance and Accountability: With the BOS and, when appropriate, the Governor, develop local performance and accountability measures.
  11. Training: Identify qualified adult and youth training providers in numbers and career areas sufficient to maximize consumer choice. Ensure that individuals with disabilities have training opportunities that will lead to competency for employment with livable wages and opportunities for advancement.
  12. Compliance with Law: In execution of its business, the WIB will comply with the WIOA, federal regulations, and policies and directives from the Arizona Department of Economic Security and the WAC.
- C. The process to ensure LWDB members actively participate in convening the workforce systems' stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities includes....(20 CFR § 679.310 (g) (6)). Spotlight, convenings, monthly meetings All members of the WIB are expected to actively participate on a committee or through a designee on one of the Board's committees Fails to actively participate in meetings

## ARTICLE V – MEMBERSHIP

- A. Size: The number of members will:
1. Not be less than the number required to comply with WIOA requirements and fulfill the WIB's duties and responsibilities;
  2. Not be more than forty-five (45); and
  3. Always be an odd number.
- B. Composition: The BOS must ensure that the membership conforms to all requirements of the WIOA 107(b), as outlined in the Shared Governance Agreement between the CEO and the WIB, and the following:
1. Business Representatives: The majority (at least 51%) of the members must be representatives of both large and small employers in the local area. Each of these members must meet the following criteria:
    - a. Be an owner, chief executive or operating officer of businesses, or other individual with optimum policymaking or hiring authority; and
    - b. Be from a business which provides employment opportunities in in-demand industry sectors or occupations in Pima County.
  2. Workforce Representatives: Workforce representatives must comprise at least 20% of the members:
    - a. Labor Representatives. Members must be selected from the following sectors:
      - i. Two (2) or more must be from labor organizations; and



- ii. One (1) or more must represent a joint labor-management, or union-affiliated, registered apprenticeship program. The member(s) must be a training director or member of the labor organization.
- b. Specialized Community Based Service Representatives. Workforce Representatives may also be selected from one or more of the following categories:
  - i. From an agency which addresses the education or training needs for individuals with barriers to employment from disabilities;
  - ii. From an agency successful in providing employment or training services to veterans; and
  - iii. From an agency successful in addressing the employment, education or training needs of WIOA eligible youth.
- 3. Education Representatives: Members must be selected from the following categories:
  - a. One (1) or more shall be from an eligible provider administering adult education and literacy activities under title II; and
  - b. One (1) or more shall be a representative of an institution of higher education providing workforce development activities.
- 4. Economic Development Representatives: At least one (1) member must be from an entity that undertakes economic and community development activities from the private sector and/or small business development centers.
- 5. Core Partner Representatives: Members must be selected from the following categories:
  - a. One (1) or more must be from the Arizona employment office which provides services under the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*);
  - b. One (1) or more must be from the Arizona office which provides services under Title I of the Rehabilitation Act of 1973, other than sec. 112 or part C.; and
  - c. One (1) or more must be from an eligible provider administering adult education and literacy activities under Title II.
- 6. BOS Representatives. The BOS may select additional members from sectors that the BOS believes will improve and enhance the functioning of the WIB.
- C. Qualifications: Members of the WIB must meet the following qualifications:
  - 1. All business members must have:
    - a. Optimum policy-making authority – the individual must be able to commit the entity he or she represents to a course of action; and
    - b. Demonstrated experience and expertise in the area he or she represents – the individual is either a workplace learning advisor as defined in WIOA sec. 3(70) or has documented leadership in developing or implementing workforce development, human resources, training and development, or a core program function.
  - 2. Multi-Category Representation by One Member: An individual may be appointed as a representative of more than one of the categories described in Subparagraphs IV(B)(1) thru (5), so long as all qualifications are met for each category.
  - 3. Nomination and Appointment:



- a. Business representatives must be nominated by local business organizations or trade representatives.
- b. Labor representatives must be nominated by local labor federations.
- c. Education representatives must be nominated by the institution, or in the case of WIOA title II the lead administrator.
- d. All other representatives will be nominated through solicitation of entities in the areas to be represented.
- e. CSET will review nominations with the WIB Chair to:
  - i. Confirm eligibility of each nominee;
  - ii. Receive input regarding the nominees from interested parties; and
  - iii. Present the nominee to the BOS for review and, if satisfactory, appointment.
- f. All members will be appointed by a majority vote of the BOS.

**D. Term of Office:**

1. All members serving on the WIB as of October 1, 2015, will retain their appointments, providing the criteria set forth in Paragraph IV(C) are met, through March 31, 2016.
2. On March 31, 2016:
  - a. One-third of the members will be selected to serve until September 30, 2016;
  - b. One-third of the members will be selected to serve until September 30, 2017; and
  - c. One-third of the members will be selected to serve until September 30, 2018.
3. The members who will serve the terms set forth in Paragraph D(2) above, will be determined by lot and proportionately distributed to ensure that the categories of membership remain compliant with WIOA requirements and these by-laws.
4. All members appointed after March 31, 2016, will serve three (3) years terms, unless appointed to fill a vacancy. Members appointed to fill vacancies will serve the remaining term of the member's predecessor.
5. Members may be reappointed by the BOS for successive terms pursuant to the nomination process outlined in these by-laws.

**E. Resignations:**

1. Resignations must be submitted in writing to the WIB Chair, with a copy to the Director of CSET.
2. The Director of CSET will immediately notify the Clerk of the BOS of the resignation.
3. The resignation will be placed on the agenda for the next regularly scheduled WIB meeting and will be effective:
  - a. When acknowledged by the WIB at the meeting, if the resignation will not affect the required composition of the WIB; or
  - b. When a replacement is appointed by the BOS, if the resignation will affect the required composition of the WIB.

**F. Vacancies:**

1. A member's position is deemed vacant when:

- a. Resignation is accepted;
  - b. A vacancy defined in A.R.S. § 38-291 occurs;
  - c. As required by these by-laws;
  - d. By operation of law; or
  - e. Upon removal from office.
2. The WIB Chair will notify the Director of CSET when a vacancy occurs.
  3. The Director of CSET will notify the Clerk of the BOS of the vacancy.
  4. Positions will be filled in compliance with these by-laws. In addition:
    - a. If needed to maintain the required composition of the WIB, the BOS will fill the vacancy within 120 days with an individual that meets the same membership requirement as the outgoing member.
    - b. If the required composition of the WIB is not affected by the vacancy, the BOS may fill the position at its discretion.
  5. Appointment to fill a vacancy, other than by the expiration of a member's term, will be for the unexpired portion of outgoing member's term.

**G. Removal:**

1. All members serve at the pleasure of the BOS and may be removed for any reason.
2. A member will be removed if the member:
  - a. Fails to attend meetings as required by these by-laws; or
  - b. Fails to comply with the laws and policies set forth in Article X of these by-laws.
3. The Director of CSET, in consultation with the WIB Chair, may recommend that the BOS remove a member if the member:
  - a. No longer possesses the qualifications of membership which were the basis for the member's initial appointment and the member is not qualified to fill a different slot;
  - b. Fails to represent the WIB in a manner deemed appropriate;
  - c. Is absent for three (3) consecutive meetings without submitting a written leave of absence to the WIB Board Development Committee; or
  - d. Fails to actively participate in meetings.

- H. Compensation:** Members are not entitled to compensation or to reimbursement for travel expenses for duties performed for the WIB.

## **ARTICLE VI – OFFICERS**

**A. Officers:** The officers will be:

1. Chair;
2. First Vice-Chair (Performance and Accountability);
3. Second Vice-Chair (Planning);
4. Third Vice-Chair (Board Development); and



5. Fourth Vice-Chair (Youth Council).

**B. Election and Terms of Office:**

1. One individual will be elected by the membership for each designated office.
2. Each officer will serve a two (2) year term.
3. Elections will be held at the last regularly scheduled meeting before July 1 of each year.
4. Terms of office will begin on July 1 of the year in which the officer is elected.
5. The Chair:
  - a. Must be from the Business Representative group;
  - b. Will be elected by majority vote of the Business Representatives of the WIB;
  - c. May serve no more than two (2) consecutive terms.
  - d. Will be elected in years ending in even numbers.
6. The First Vice-Chair:
  - a. Must be a member of the private sector groups;
  - b. Will be elected by majority vote of the WIB Executive Committee; and
  - c. Will be elected in years ending in even numbers.
7. The Second Vice-Chair:
  - a. Must be a member of the private sector groups;
  - b. Will be elected by majority vote of the WIB membership in attendance on the date of the election; and
  - c. Will be elected in years ending in odd numbers.
8. The Third and Fourth Vice-Chairs:
  - a. May be from any of the representative groups;
  - b. Will be elected by a majority vote of the WIB membership in attendance on the date of the election; and
  - c. Will be elected in years ending in odd numbers.

**C. Duties of the Chair: The Chair will:**

1. Preside over all regular, special, and Executive Committee meetings of the WIB;
2. Serve as Chair of the Executive Committee;
3. Encourage the best and broadest participation possible from all WIB members;
4. Provide guidance to CSET staff for the preparation of WIB meeting agendas;
5. In consultation with the Director of CSET, appoint chairs of committees, except as defined in these by-laws, and all committee members;
6. Represent the WIB as appropriate;
7. Assign and delegate duties to Vice-Chairs, within their discipline, as needed; and

8. After the conclusion of the term in office, mentor the incoming Chair regarding WIB operations and activities.
- D. **Duties of the First Vice-Chair (Performance and Accountability):** The First Vice-Chair will:
  1. In the absence of the Chair, perform all duties of the Chair;
  2. Fulfill the assignments of the Chair, delegating to the membership as appropriate; and
  3. Serve as the Chair of the WIB Performance and Accountability Committee.
- E. **Duties of the Second Vice-Chair (Planning):** The Second Vice-Chair will:
  1. In the absence of the Chair and First Vice-Chair, perform all duties of the Chair;
  2. Fulfill the assignments of the Chair, delegating to the membership as appropriate; and
  3. Serve as the Chair of the WIB Planning Committee.
- F. **Duties of the Third Vice-Chair (Board Development):** The Third Vice-Chair will:
  1. In the absence of the Chair, First Vice-Chair and Second Vice-Chair, perform all duties of the Chair;
  2. Fulfill the assignments of the Chair, delegating to the membership as appropriate; and
  3. Serve as the Chair of the WIB Board Development Committee.
- G. **Duties of the Fourth Vice-Chair (Youth Council):** The Fourth Vice-Chair will:
  1. In the absence of the Chair, First Vice-Chair, Second Vice-Chair, and Third Vice-Chair, perform all duties of the Chair;
  2. Fulfill the assignments of the Chair, delegating to the membership as appropriate; and
  3. Serve as the Chair of the WIB Youth Council Committee.
- H. **Removal of Officer:** An officer may be removed from office for cause with a vote of at least two-thirds (2/3) of the appointed members.

## ARTICLE VII – MEETINGS

- A. **Public Meetings:**
  1. All regular and special meetings of the WIB, its standing committees, special committees, and workgroups, will be conducted and announced in compliance with Arizona Open Meeting Law, A.R.S. § 38-431 *et seq.* Remote, telephonic, or web-based meetings and attendance will not be permitted.
  2. Where these by-laws and other applicable law do not provide adequate procedure for the conduct of a meeting, Robert's Rules of Order will be used as a guide.
  3. **Meeting Schedule:**
    - a. **Regular meetings.**
      - i. The WIB will meet a minimum of six (6) times each federal fiscal year (July 1 – June 30).
      - ii. Standing committees will meet a minimum of four (4) times each federal fiscal year (July 1 – June 30).



- iii. The Executive Committee will establish the annual calendar for regular meetings each June. The calendar of these meetings will be posted on the WIB's web page no later than July 1 of each year.

b. Special Meetings.

- i. The Chair, or the Executive Committee by majority vote, may call special meetings of the WIB or of committees as deemed necessary;
- ii. The WIB may, by majority vote of those in attendance at a regular meeting, vote to hold a special meeting.

B. Quorum:

1. A simple majority of the appointed members will constitute a quorum for the transaction of WIB and committee business.
2. Failure to establish a quorum within twenty (20) minutes of the scheduled time for a meeting will result in cancellation of the meeting.
3. If quorum, once established, is lost, no further business may be conducted and the meeting must be adjourned.

C. Voting:

1. Each member, including the Chair, is entitled to one (1) vote on all matters before the WIB and any committees upon which the member serves.
2. Members must be present at a meeting in order to cast a vote. Members will not be permitted to delegate any duties to proxies or alternates for regular WIB meetings. Members may select a designee to serve and vote on a WIB Committee to which the member is assigned.
3. No member may cast a vote for any item which has a direct bearing on the organization with which the member is associated or employed or when the member has a conflict of interest under WIOA or A.R.S. § 38-503. Such conflicts must be declared on the record.
4. Except for the reasons set forth in paragraph 3 above, abstention from voting is not encouraged. If a member does abstain, the abstention is not counted as either a vote for or against the measure.
5. Unless required otherwise in these by-laws or by law, a simple majority of the members present will carry the action.
6. At the request of any member, or at the discretion of the Chair, a roll-call or ballot vote may be taken for any action of the WIB.

D. Attendance:

1. Every member is expected to attend all regularly scheduled meetings of the WIB and any committees upon which the member serves. Remote, telephonic, or web-based meetings and attendance will not be permitted.
2. Unexcused absences for three (3) consecutive meetings may result in a recommendation to the BOS that the member be removed from the WIB.

## **ARTICLE VIII – COMMITTEES**

### **A. General:**

1. All committees established by the WIB will comply with and be conducted pursuant to the Arizona Open Meeting Law, including the taking and preparation of minutes, and these by-laws.
2. All members of the WIB are expected to actively participate on a committee or through a designee on one of the Board's committees.
3. The WIB Chair, in consultation with the CSET Director, will determine the appropriate membership number for a committee.
4. Members of each committee will, to the greatest extent possible, possess expertise in the topic areas or tasks of the committee.
5. Except as set forth in these by-laws, the WIB Chair will appoint the Chair of any committee. The committee chair's term will coincide with the term of the WIB Chair.
6. All actions of a committee are advisory to, and not binding upon, the WIB.
7. The Chair of each committee will, in consultation with the WIB Chair and CSET Director, set the agenda for committee meetings.
8. Any member who works or contracts with or represents the ARIZONA@WORK Pima County One-Stop may not serve on any committee that oversees the ARIZONA@WORK Pima County One-Stop system.
9. No member will serve on any committee whose activities and oversight may present a conflict of interest for the member.
10. A member may resign from a committee by giving written notice to the committee Chair and WIB Chair. The resignation will be effective upon acceptance by the WIB Chair.

### **B. Executive Committee: The Executive Committee will:**

1. Be made up of the officers of the WIB;
2. Provide strategic leadership and direction for the WIB;
3. Report to the full membership, all action taken by the committee;
4. Elect the Vice-Chair;
5. In consultation with the CSET Director, make recommendations for membership on standing and other committees, ensuring compliance with the requirements of the WIOA, federal regulations, and policies and directives from the Arizona Department of Economic Security and the Workforce Arizona Council; and
6. Perform other duties as the WIB deems necessary.

### **C. Standing Committees:**

1. General:
  - a. There will be four (4) standing committees: The Performance and Accountability Committee; the Planning Committee; the Board Development Committee; and the Youth Council.
  - b. Non-WIB member standing committee members, will be voting members of the standing committee.



2. Performance and Accountability Committee: The Performance and Accountability Committee will:
  - a. Be chaired by the First Vice-Chair;
  - b. May include One-Stop partners as members;
  - c. Review the performance of all agencies receiving funding under the WIOA;
  - d. Oversee the development of Requests for Proposals (“RFP”) for WIOA services;
  - e. Review and evaluate requests for the Eligible Training Provider List (“ETPL”);
  - f. Oversee the performance of Eligible Training Providers;
  - g. Provide information and assist with operational and other issues relating to the One-Stop delivery system.
  - h. Perform other activities assigned by the WIB Chair; and
  - i. Report to the WIB Chair and full membership, all actions taken by the committee.
3. Planning Committee: The Planning Committee will:
  - a. Be chaired by the Second Vice-Chair;
  - b. Review local economic factors to provide guidance for WIB activities;
  - c. Develop strategic plans to meet the workforce needs of local employers;
  - d. Develop strategic plans to further training opportunities for workers that coincide with the workforce needs of local employers;
  - e. Perform other activities assigned by the WIB Chair; and
  - f. Report to the WIB Chair and full membership, all actions taken by the committee.
4. Board Development Committee: The Board Development Committee will:
  - a. Be chaired by the Third Vice-Chair;
  - b. Recruit potential WIB members focusing on:
    - i. WIOA composition requirements for the WIB;
    - ii. Education and expertise; and
    - iii. Connections to the community.
  - c. Provide orientation to new members.
  - d. Perform other activities assigned by the WIB Chair; and
  - e. Report to the WIB Chair and full membership, all actions taken by the committee.
5. Youth Council: The Youth Council will:
  - a. Be chaired by the Fourth Vice-Chair;
  - b. Have a least two (2) members from community-based organization with a demonstrated record of success in serving eligible youth and other individuals with appropriate expertise and experience who are not members of the WIB;
  - c. Reflect the needs of the local area;

- d. Have committee members who are appointed for their experience and expertise and who will bring their expertise to help the committee address the employment, training, education, human and supportive service needs of eligible youth including out-of-school youth;
- e. Have members who may represent agencies such as education, training, health, mental health, housing, public assistance, and justice, or be representatives of philanthropic or economic and community development organizations, and employers;
- f. Have members who include parents, participants, and youth;
- g. Establish and maintain partnerships with local employers and organizations that provide services to youth in order to develop youth into successful members of the community;
- h. Provide information and assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth;
- i. Provide information and assist with operational and other issues relating to the provision of services to individuals with disabilities;
- j. Assist with finding employment opportunities for individuals with disabilities;
- k. Perform other activities assigned by the WIB Chair; and
- l. Report to the WIB Chair and full membership, all actions taken by the committee.

**D. Other Committees:**

- 1. The WIB Chair, the Executive Committee by majority vote or the WIB by majority vote may establish other committees as deemed necessary to assist the WIB in carrying out its duties.
- 2. Each committee will be active for as long as necessary to accomplish the specific purpose of the committee.
- 3. Members will serve on the committee until the committee is dissolved or for the term of the WIB Chair, whichever is shorter.

## **ARTICLE IX – CONFLICT RESOLUTION**

The Executive Committee will promptly and fairly resolve any disputes, conflicts, or disagreements that threaten the functioning of the Board in the manner deemed most appropriate to the situation.

## **ARTICLE X – CONFLICT OF INTEREST AND ETHICS**

**A. Members must be familiar with and comply with:**

- 1. The Conflict of Interest and Ethics provisions of the WIOA;
- 2. Arizona Conflict of Interest Laws, A.R.S. § 38-502 *et seq.*;
- 3. Pima County Board of Supervisors Policy C 2.1 -- Workplace Ethics, Conduct and Compliance;
- 4. Pima County Board of Supervisors Policy D 21.2 – Prevention of Sexual Harassment;
- 5. Pima County Board of Supervisors Policy D 21.3 – Prevention of Workplace Harassment; or
- 6. Pima County Board of Supervisors Policy D 23.1 – Preventing, Identifying and Addressing Workplace Bullying.



## **B. Conflict of Interest:**

1. Each member is responsible for determining whether any potential or actual conflict of interest exists or arises in fulfilling the duties on the WIB or any committee.
2. Any member with a potential or actual conflict of interest must comply with applicable law including requirements for public disclosure and recusal.
3. WIOA assigns specific responsibility and decision-making authority to the LWDB that can create an actual or perceived conflict of interest when the LWDB is part of an entity or organization that serves multiple roles.
  - a. The WIB must follow written guidelines that describe the firewalls needed to ensure that only the LWDB is responsible for the required functions that includes and is not limited to, how and where services are provided and the monitoring of such services.
  - b. WIB members must adhere to the State Workforce Policy #1 *Local Governance*, State Workforce Policy #8 *Conflict of Interest*, and Pima County guidelines and follow rules in regards to any conflict of interest that may arise, and that may include LWDB members, LWDB support staff, One-Stop service delivery partners, or the administrative entity staff.
  - c. In order to avoid a conflict of interest, the WIB will ensure that the same person/department/unit will not both provide career services and oversee/monitor the provision of the career services.
    - i. The administrative entities for Titles I-B, I-C, and I-D will not provide career services and oversee/monitor the provision of the career services.
    - ii. The ARIZONA@WORK Pima County One-Stop System workforce service providers, competitively selected by the WIB for WIOA Title I-B Adult, Dislocated Worker, and Youth programs, will not provide career services and oversee/monitor the provision of the career services.

## **ARTICLE XI – STAFF SUPPORT**

Pima County, through CSET, will provide the following services for the WIB:

- A. Prepare and disseminate all notices, as required by law or these by-laws.
- B. At the direction of the Chair and the CSET Director, prepare and disseminate the WIB agenda, associated materials and other necessary communications.
- C. Take minutes at WIB meetings. In compliance with Arizona Open Meeting Law, a draft of the minutes will be available and posted no later than three (3) business days after each meeting.
- D. Maintain the records of the WIB for the time periods required under applicable federal or state law.
- E. Prepare reports and provide other information to the WIB, as requested.
- F. Prepare a monthly program report summarizing County activities under WIOA for the Executive Committee.

## **ARTICLE XII – AMENDMENT OF BY-LAWS**

- A. The WIB “Executive Committee,” CSET Director, and the Pima County Attorney’s Office must review and be allowed to comment on the proposed amendment prior to it being circulated to the membership.
- B. The proposed amendment is provided to the WIB members at least 14 calendar days prior to the meeting at which the amendment will be considered.
- C. The WIB may, by vote of a majority in attendance at a WIB meeting, request that the BOS amend the by-laws.
- D. Any amendment will become effective when approved by the BOS.

## **ARTICLE XIII – SEVERABILITY**

If any part of these by-laws is declared unconstitutional or null and void for any reason, the validity of the remaining portions will not be affected by such declaration.

## **ARTICLE XIV – ENACTMENT**

These by-laws will become effective upon adoption by a majority vote of the WIB and approval of the BOS and will remain in effect, as amended pursuant to Article XII, until dissolution of the WIB.

## **GLOSSARY**

**Arizona Conflict of Interest Law**    A.R.S. § 38-503

**Arizona Open Meeting Law**        A.R.S. § 38-431 *et seq.*

**BOS**                    Pima County Board of Supervisors

**CSET**                Pima County Department of Community Services, Employment and Training

**WIA**                Workforce Investment Act of 1998

**WIB**                Pima County Workforce Investment Board

**WIOA**            Workforce Innovation and Opportunity Act, Public Law 133-128 and applicable regulations in Title 20, Code of Federal Regulations. 20 CFR Part 679 Subpart C applies specifically to WIB.





### By-laws Checklist

**References:** WIOA 107(d), 20 CFR § 679.300, 310 and 370, Workforce Arizona Council Policies #1

**Pursuant to Workforce Arizona Policy #1, the Chief Elected Official (CEO) must establish initial bylaws for the Local Workforce Development Board (LWDB) in accordance with State policy and applicable local, state and federal laws. At minimum, the bylaws must address the following, pursuant to 20 CFR § 679.310(g).**

**Name of LWDB:** Pima County Workforce Investment Board (WIB)

| Requirement   | Requirement included in By-laws?<br>(Y/N) | Section or Page Found   |
|---|---|---|
| 1. A statement the LWDB is established in accordance with WIOA Section 107  | Yes                                       | Page 1, Article I.B.  |
| 2. The name of the LWDB   | Yes                                       | Page 1, Article I.A.  |
| 3. The vision and purpose for the establishment of the LWDB consistent with 20 CFR § 679.300(a) and (b).  |   | Pages 1 and 2, Article III.A thru D.  |
| 4. Acknowledgment of duties and responsibilities, as outlined in WIOA 107(d), 20 CFR § 679.370, Workforce Arizona Council Local Governance Policy, and the Shared Governance Agreement, and<br><br>Describe the process to ensure LWDB members actively participate in convening the workforce systems' stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities. | Yes<br><br>Yes                            | Page 2, Article IV.A.<br><br>Page 3, Article IV. C.;<br>Page 10, Article VIII.A.2.; and<br>Page 6, Article V.G.3.d. |

| Requirement  | Requirement included in By-laws? (Y/N) | Section or Page Found  |
|--|--|--|
| <p>5. A description of membership as outlined in WIOA 107(b) and in the Shared Governance Agreement between the CEO(s) and the LWDB. The description must also include the term limitations and how the term appointments will be staggered to ensure only a portion of the membership expires in a given year.</p> <p>The bylaws must also describe the process to notify the CEO of a LWDB member vacancy.</p> | Yes<br>(20 CFR 679.310 g.2).           | Page 3, Article V.B.;<br>Page 5, Article V.D.3.;<br>Page 5, Article V.E.;<br>and<br>Page 5, Article V.F. – Vacancies |
| 6. A description of the process used to elect a LWDB chair, including term details.  | Yes                                    | Page 7, Article VI.B.5.b. and c.   |
| 7. A description of the process used to elect officers, officer positions, terms, removal of officers, and specific officer roles and responsibilities.  | Yes                                    | Page 7, Article VI.B.1. thru 8.; and<br>Page 7, Article VI.C thru H.   |
| 8. The following regarding on LWDB Meetings:   |  |  |
| <ul style="list-style-type: none"> <li>Information on how often LWDB and committee meetings will be held</li> </ul>  | Yes                                    | Page 8 & 9, Article VII. A.3.  |
| <ul style="list-style-type: none"> <li>Acknowledgement of open meeting requirements and compliance</li> </ul>  | Yes                                    | Page 8, Article VII. A.1. and 2.   |
| <ul style="list-style-type: none"> <li>A description of the process of announcing regular and special meetings</li> </ul>  | Yes                                    | Page 8, Article VII. A.1.  |
| <ul style="list-style-type: none"> <li>Acknowledgement a quorum must consist of at least a simple majority of the currently appointed membership, and</li> </ul>   | Yes                                    | Page 9, Article VII. B.1.  |
| <ul style="list-style-type: none"> <li>Clarification as to whether phone and web-based meetings will be permitted</li> </ul>   | Yes                                    | Page 8, Article VII. A.1.  |
| 9. Acknowledge that LWDB members will not be permitted to delegate any LWDB duties to proxies or alternates  | Yes                                    | Page 9, Article VII. C.2.  |
| 10. A list of standing committees including the descriptions of each and composition, and description of the process regarding ad hoc committees   | Yes                                    | Page 10-12, Article VIII.A. thru D.  |

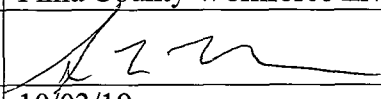
| Requirement   | Requirement included in By-laws? (Y/N) | Section or Page Found   |
|---|--|---|
| 11. Acknowledge that LWDB members must adhere to the State Workforce Policy #1 (Local Governance) and State Workforce Policy #8 (Conflict of Interest) following rules regarding conflict of interest.                                  | Yes                                    | Page 2, Article IV, A. and B.12.; and Page 13, Article X, B.3.                        |
| 12. A detailed procedure for the LWDB to follow in regards to conflict that may arise, but not limited to LWDB members, service delivery partners, and consortium partners  | Yes                                    | Page 9, Article VII, C.3.; Page 9, Article VIII, A.9.; and Page 12, Articles IX and X |
| 13. A description on the policy on compensating LWDB members and reimbursing expenses.  | Yes                                    | Page 6, Article V, H.   |
| 14. A process of the description for amending the bylaws.   | Yes                                    | Page 14, Article XII, A. thru D.  |
| Acknowledgement stating, in execution of its business, LWDB must comply with the Workforce Innovation Opportunity Act and its regulations, applicable Federal and State Laws, rules and regulations, and State policies and procedures. | Yes                                    | Page 3, Article IV, B.12.   |

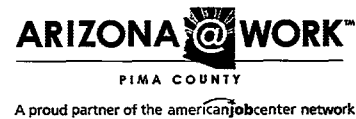
Reviewed by: Graciela Guzman  
*Print or type name of DERS Staff reviewing By-laws*

Signature: \_\_\_\_\_  
*Signature of DERS Staff reviewing By-laws*

Date: 11.4.19  
*Date of DERS Staff review*

*I certify the By-laws as presented reflects the current operations of the LWDB and the CEO(s).*

|                            | <b>LWDB Chair</b>   | <b>CEO</b>  |
|----------------------------|---|---|
| <b>Name Typed or Print</b> | Aric L. Meares, Chair<br>Pima County Workforce Investment Board                   | Richard Elías, Chairman<br>Pima County Board of Supervisors |
| <b>Signature</b>           |  |   |
| <b>Date</b>                | 10/03/19  | 01/14/20  |





## Attachment A



IN WITNESS THEREOF, the Pima County BOS Chairman and WIB have affixed their signatures and do hereby agree to carry out the requirements and terms of the following cited herein:

Pima County  
Shared Governance Agreement Checklist and Shared Governance Agreement

Pima County Workforce Investment Board  
By-laws Checklist and By-laws

### LOCAL CHIEF ELECTED OFFICIAL

### LOCAL WORKFORCE DEVELOPMENT BOARD

\_\_\_\_\_  
Chairman, Pima County Board of Supervisors

\_\_\_\_\_  
Chair, Pima County Workforce Investment Board

\_\_\_\_\_  
Richard Elías

Printed Name

\_\_\_\_\_  
Aric L. Meares

Printed Name

Date: 01/21/2020

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Date