

REPORT OF THE CHIEF LEGISLATIVE ANALYST

DATE: June 13, 2016

TO: Honorable Members of the Economic Development Committee

FROM: Sharon M. Tso 
Chief Legislative Analyst

Council File No: 16-0475
Assignment No: 16-06-0477

Workforce Development Board/Local Elected Officials 4-Year Agreement

SUMMARY

In July 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA), which among other things, requires the establishment and approval of a four year agreement between the Workforce Development Board (WDB) and the Local Elected Officials (LEO), which consists of the Mayor and Council, of each municipality receiving federal funding for workforce activities. The purpose of the Agreement is to provide flexibility to the WDB, Mayor and Council to successfully implement workforce programs without compromising the City's liability and to mobilize public and private cooperation to create a better trained workforce in the City. The Discussion Section (Attachment 1) of this report provides additional information with regard to the WIOA and Four-Year Agreement.

The WDB, along with the City Council and Mayor, are responsible for developing the programs and policies in response to federal legislation and current state law. As prescribed in the WDB/LEO Agreement, these bodies jointly provide policy guidance, governance and program oversight of the City of Los Angeles Workforce Development System (WDS). Through the development of the Regional Plan, the Four Year Agreement and the Local Annual Plan, these entities establish the service strategies, activities, and budget of the City's WDS for the forthcoming year.

The WDB and the Economic and Workforce Development Department (EWDD) have transmitted the Annual Local Annual Plan for Council approval under a separate cover. The WIOA requires the preparation of a Regional Plan which is currently in development. This report includes an instruction for EWDD to report to Council with the final draft of the Regional Plan for approval.

Workforce Funding Levels

For Program Year 2016-17, the City will receive approximately \$40 Million in WIOA Adult, Dislocated Worker, and Youth Formula funds from the State. The allocation for Rapid Response services has not been announced, however, the City is anticipating a funding level of \$1.3 Million based on Program year 2015-16. In addition to formula funds, the City anticipates it will receive non-WIOA funds and competitive awards amounting to \$20.2 Million and a carryover amount of \$6 Million from Program Year 2015-16. Total funding for WDS activities for Program Year 2016-17 is projected to be approximately \$67 Million.

WDB/LEO Negotiations

On April 5, 2016, the City of Los Angeles Workforce Development Board (WDB) approved a proposed WDB-LEO Four-Year Agreement (Agreement) (Attachment 2). The Agreement is between the City (City Council and Mayor) and the WDB and describes the roles, responsibilities and working relationship for the oversight and operation of local workforce development programs in the City, in

accordance with the federal WIOA. The Agreement is also subject to the California Unemployment Insurance Code and the City Charter.

Our Office, on behalf of the Council, negotiated with the WDB, and consulted with the Mayor's Office and EWDD, with the assistance of the City Attorney. As part of the negotiations, the following changes were made: new definitions for "City of Los Angeles", revised language to emphasize the role of the Council as part of the LEO, clarified the role of the WDB Executive Director, added the LEO as an entity authorized to request briefings and documents from WDB and the WIOA Administrator, added language acknowledging that the City Attorney is counsel for both the LEO and WDB, removed language that limited the authority of the WDB to solicit grant funds from public agencies and inserted language requesting quarterly reports from WDB for the expenditure of funds received from private donations.

The changes recommended by our Office were presented to members of the WDB on May 25, 2016 and subsequently approved by the WDB on June 3, 2016. We recommend approval of the WDB/LEO Four Year Agreement (Attachment 2). We note that if there are any changes to the Agreement, such changes must be returned to the WDB for approval.

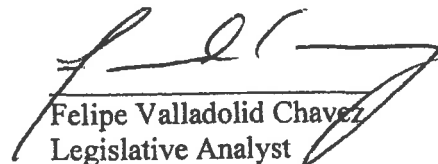
FISCAL IMPACT

There will be no impact as part of annual plan to the General Fund resulting from the approval of this report.

RECOMMENDATIONS

That the City Council:

1. Approve the attached Four-Year Workforce Development Board (WDB)/Local Elected Officials (LEO) Agreement which establishes roles and responsibilities between the City Council, the Mayor and the WDB for the oversight and implementation of workforce programs in the City of Los Angeles in accordance with the Workforce Innovation and Opportunity Act and the City Charter.
2. Instruct the WIOA Administrative Entity to report to Council with a draft of the Regional Plan prior to final approval.
3. Authorize the CLA to make technical changes as necessary to effectuate the intent of this action.


Felipe Valladolid Chavez
Legislative Analyst

SMT: fvc

Attachments: 1) Discussion Section
2) WDB/LEO Four-Year Agreement

Workforce Innovation and Opportunity Act (WIOA)

In July 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA). This was the first update to the nation's core workforce training programs in the 16 years since the passage of the Workforce Investment Act (WIA) of 1998. The WIOA reauthorizes the nation's employment, training, adult education, and vocational rehabilitation programs created under WIA.

As noted by the Center for Law and Social Policy (CLASP), the WIOA: 1) increases the focus on serving the most vulnerable populations, 2) expands education and training options, 3) helps disadvantaged and unemployed adults and youth earn while they learn; and 4) aligns planning and accountability policies across core programs.

The WIOA requires that states issue guidelines for the establishment of Local Workforce Development Boards, including the composition of the boards. While the WIOA allows local elected officials to appoint members that are deemed qualified to the board, the composition of such boards must comply with WIOA provisions that require certain percentage of the membership to be from labor organizations, government and economic development entities. The WDB has stated that the City is compliance.

Furthermore, the WIOA and the California Unemployment Insurance Code require local agencies to prepare Regional Plans, Local Four Year Plans (Agreement), and Local Annual Plans. The Year 17 Program Year 2016-17 Annual Plan was recently transmitted to Council for approval under a separate cover.

Regional Plan

The preparation of a Regional Plan is a new requirement of the WIOA. The WIOA Administrative Entity (EWDD) has reported that the City, will be taking the lead in the preparation of the Regional Plan. The Regional Plan will be prepared in conjunction with six other neighboring Workforce Development Boards. Of the 48 Local Workforce Development Areas, seven are in Los Angeles County: City of Los Angeles, Los Angeles County, Foothill/Pasadena, Pacific Gateway Workforce Investment Network/City of Long Beach, South Bay, Southeast Los Angeles County, and Verdugo/cities of Burbank, Glendale and La Canada Flintridge. This report includes an instruction for the EWDD to report to Council with the final draft of the Regional Plan for Council approval.

Workforce Development Board (WDB)

The WIOA requires that a majority of the members of each local board be representatives of the business community in the Local Workforce Development Area (Local Area). The WDB members should represent business owners, chief executives or operating officers, other employers with optimum policymaking or hiring authority who are businesses that provide employment opportunities. Twenty percent of the members are required to be representatives of workforce within the Local Area and 15 percent are required to be representatives of labor organizations. WIOA also requires that the board include representatives of entities administering education and training activities in the Local Area, and representatives of governmental organizations and economic and community development entities. Other members may be appointed at the discretion of the Mayor. According to staff from the Mayor's Office, at this time there are a total of 35 members on the WDB with no vacancies.

Highlights of the WDB/LEO Four-Year Agreement

The WDB/LEO Four-Year Agreement is negotiated between the WDB and the City (Mayor and Council). Our Office, on behalf of the Council, negotiated with WDB, and consulted with the Mayor's Office and EWDD, with the assistance of the City Attorney. As part of the negotiations, the following changes were made: added new definitions, revised language to emphasize the role of the Council as part of the LEO, clarified the role of the WDB Executive Director, added the LEO as an entity authorized to request briefings and documents from WDB and the WIOA Administrator, added language acknowledging that the City Attorney is counsel for both the LEO and WDB, removed language that limited the authority of the WDB to solicit grant funds from public agencies and inserted language requesting quarterly reports from WDB for the expenditure of funds received from private donations.

The recommended changes were presented to members of the WDB on May 25, 2016 and subsequently approved by the WDB on June 3, 2016. The WDB/LEO Agreement has now been transmitted to Council for approval. Below is a summary of the provisions contained in the proposed WDB/LEO Four-Year Agreement:

- The Mayor, among other things, is responsible for appointing members to the WDB and approving the Regional Plan, Four-Year Agreement, and Local Annual Plan which contains policies and funding recommendations for workforce activities.
- The City Council is responsible for confirming the WDB members and approving the Regional Plan, Four-Year Agreement, and the Local Annual Plan which contains policies and funding recommendations for workforce activities.
- The WDB is responsible for developing the Local Annual Plan which contains policies and budget recommendations related to workforce activities.
- The WDB is authorized to accept grant funds from public agencies with approval of the Mayor and Council.
- The WDB is authorized to solicit and accept private donations with quarterly expenditure reports to the LEO.
- The WIOA Administrative Entity (Economic and Workforce Development Department, EWDD) is authorized, upon approval of the Local Annual Plan, to take all necessary steps to implement the Local Annual Plan and is further authorized to execute contracts amendments to contracts, leases or other commitments authorized in the Local Annual Plan.
 - Note that the WIOA Administrative Entity is authorized to execute amendments to the Agreement up to \$250,000 without Council approval and up to \$25,000 without WDB or Council approval.
- The WIOA Administrative Entity (EWDD) is responsible for administering the WIOA program in accordance with federal and state law and subject to approval of the Local Annual Plan, including receipt and disbursement of WIOA funds, preparation of grant applications, contracting, contract administration, fiscal administration and accounting and auditing.
- The WIOA Administrative Entity is responsible for establishing an Appeals Board which shall have the authority issue final funding decisions in accordance with the policies and procedures of the WIOA, the Four Year Local Plan, and the Annual Plan.

Workforce Development System

The Los Angeles Workforce Development System (WDS) consists of 17 WorkSource Centers and 16 YouthSource Centers funded through federal, state and local government sources and private entities. The WDB reports that these centers are strategically located throughout the City in communities with the greatest needs and based on poverty, unemployment, and other data. According to the WDB, non-

profit community based contractors are selected through a Request for Proposal process for the operation of 13 of the WorkSource Centers and all of the YouthSource Centers, of the remaining four, one is contracted out to the Pacific Gateway Workforce Development Network (PGWIN)/City of Long Beach and three are contracted out to for-profit entities.

These centers provide an array of job preparation and training services as well as identify employment opportunities in partnership with education and training institutions, businesses, chambers of commerce, government, labor organizations and economic development agencies.

More information regarding the functions, responsibilities, policies and funding levels related to WorkSource Centers and YouthSource Centers is contained in the Year 17 Local Annual Plan which was recently approved by the WDB and will be transmitted to Council for review and approval.

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AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND THE WORKFORCE DEVELOPMENT BOARD
OF THE CITY OF LOS ANGELES

Agreement No. C-127855

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
THE WORKFORCE DEVELOPMENT BOARD OF
THE CITY OF LOS ANGELES
AGREEMENT NO. C- 127855

This Agreement is made and entered into by and between the City of Los Angeles and the Workforce Development Board of the City of Los Angeles for the purpose of setting forth the respective roles of the City and the WDB in accordance with the Workforce Innovation and Opportunity Act of 2014 (“WIOA”), 29 U.S.C. §3101 et seq.

RECITALS

WHEREAS, the WIOA provides for a national training system governed at the local level through the partnership of local government and local private industry in collaboration with other human resource service providers; and

WHEREAS, the purpose of this Agreement is to mobilize public and private cooperation to create a better trained workforce in the city of Los Angeles and to encourage private sector involvement in employment and training activities; and

WHEREAS, the WIOA authorizes the chief elected officer of a unit of general local government to take certain actions to address the employment, training, education and support services needs of the local area; and

WHEREAS, the WIOA requires the establishment of a workforce development board to, among other things, oversee the administration of WIOA funds to be used for workforce investment systems; and

WHEREAS, the City of Los Angeles has established the Workforce Development Board of the City of Los Angeles (“WDB”) and the Mayor of the City has appointed, and the City Council has confirmed, the members of the WDB in accordance with the WIOA; and

WHEREAS, under the WIOA, the private sector and other governmental entities, through the WDB, share authority, responsibility and oversight with local government over WIOA-funded workforce development programs, and such interdependence presents the opportunity for greater program success.

NOW, THEREFORE BE IT RESOLVED that the parties hereto, based on the foregoing and on the covenants, agreements, representations and warranties contained herein, agree as follows:

SECTION 1 - REPRESENTATIVES OF THE PARTIES

- A. The representative of the City shall be:

Mayor
City of Los Angeles City Hall
200 North Spring Street
Los Angeles, California 90012

- B. The representative of the WDB shall be:

President
Workforce Development Board of the City of Los Angeles
1200 West 7th Street, 6th Floor
Los Angeles, California 90017

All demands and notices required by this Agreement shall be presented in writing and addressed as set forth above. Copies of any demands and notices shall be provided to the President of the City Council.

SECTION 2 – DEFINITIONS

- A. “City of Los Angeles” or “City” shall mean the City of Los Angeles, a municipal corporation established under the laws of the State of California, governed by its City Council and Mayor under the terms of its Charter.
- B. “Four-Year Local Plan” shall mean the Four-Year Local Plan required to be developed under Section 108(a) of the WIOA and California Unemployment Insurance Code Section 14206 and contain the matters identified in Section 108(b) of the WIOA. In addition, the Local Plan shall include a description of the actions the WDB will take toward becoming or remaining a high-performing board, consistent with the factors developed by the State. The Four-Year Local Plan shall include a description of WDB’s vision and goals for preparing an educated and skilled workforce, including youth and individuals with barriers to employment, including goals related to performance accountability measures.
- C. “Local Annual Plan” shall mean a plan adopted for each year of the program which shall contain the administrative and program budget and service strategies, program goals and priorities for the subsequent year. The Local Annual Plan shall also contain the WorkSource Center/America’s Job Center of California and YouthSource Center contractor certification criteria and the procedures to decertify a provider in accordance with State and federal requirements; the allocation of funding amounts to WorkSource Center/America’s Job Center of California and YouthSource Center contractors; and, the contractor performance standards and provisions for enforcement thereof.

- D. “Local Elected Officials” or “LEO” shall mean the Mayor, the chief elected officer of the City, and the City Council.
- E. “WDB Executive Director” shall mean the chief executive officer of the WDB who is selected by the Mayor to provide policy advice to the WDB and to perform certain policy-related tasks under the supervision of the Mayor or an appropriate member of the Mayor’s staff with daily consultation and support from the WDB President.
- F. “WDB Executive Staff” shall mean the WDB Executive Director and those City employees assigned to provide policy advice to the WDB and to perform certain policy-related tasks under the supervision of the Mayor or an appropriate member of the Mayor’s staff with daily consultation and support from the WDB President.
- G. “WIOA Administrative Entity” shall mean the Economic and Workforce Development Department, a department of the City (“EWDD”).
- H. “WIOA Administrator” shall mean the General Manager of EWDD who is authorized to act on behalf of the WIOA Administrative Entity and shall be the sole representative of the WIOA Administrative Entity on the WDB.
- I. “WIOA Area” shall mean the geographical area of the City within which the City and the WDB are authorized by the State of California (“State”) to provide workforce development programs under the WIOA.
- J. “WIOA One-Stop Partners” shall mean those entities identified in WIOA Section 121(b)(1) and such other entities identified in WIOA Section 121(b)(2) as selected by the WDB and LEO.
- K. “Workforce Development Board” or “WDB” shall mean the Board established by the City as a non-profit, public benefit corporation and certified by the Governor of the State of California and whose members are appointed by the Mayor and confirmed by the City Council in accordance with the WIOA, the criteria established by the Governor of the State of California and the City’s Charter.
- L. “Workforce Innovation and Opportunity Act” or “WIOA” shall mean the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. §3101 et seq.), as it may be amended from time to time, and the implementing rules and regulations adopted thereto.
- M. “WorkSource Center/America’s Job Center of California” and “YouthSource Center” shall mean entities selected to operate WIOA-funded programs through a WorkSource Center/America’s Job Center of California for adults or a YouthSource Center for youth.

SECTION 3 - PRIMARY RESPONSIBILITIES

The primary responsibilities of the parties are set forth below. More detailed responsibilities are described in subsequent provisions of this Agreement.

A. Mayor

The Mayor shall have the responsibilities of the chief elected officer set forth in the WIOA and performed in accordance with the City's Charter. Among other duties, the Mayor is responsible for appointing WDB members and filling vacancies in accordance with City procedures. The WDB shall notify the Mayor and the City Council of the existence of any vacancies and its recommendations for proposed WDB members by March 1 of each year. The Mayor shall, within thirty (30) days of receipt of the notice, transmit his appointments to the City Council for approval.

B. City Council

The City Council, in addition to its duties identified herein as a part of the LEO, is responsible for confirming WDB members within forty-five (45) days of Mayor's transmittal to City Council in accordance with City procedures.

C. WDB

The WDB shall have the duties and responsibilities of the local workforce development board as set forth in the WIOA and has, pursuant to Section 5 herein, delegated certain of those administrative duties and responsibilities to the WIOA Administrative Entity. The WDB shall not operate a program or act as an employment or training entity with the use of WIOA funds. The WDB shall prepare and transmit an annual report on or before September 1 of each year to the LEO which describes the status of the WIOA program in the city, and provides the basis for the following year's program activities to be administered by the WIOA Administrative Entity, as well as any annual amendments to the Four-Year Local Plan.

D. City of Los Angeles

The City is designated as the grant recipient and fiscal agent under the terms of the WIOA. EWDD is hereby designated as the WIOA Administrative Entity and, except as provided herein, shall carry out the administrative activities under the WIOA in accordance with the WIOA, City ordinances and administrative procedures and this Agreement.

The WDB Executive Director will be selected by the Mayor with participation by the WDB President. The WDB Executive Director will advise the WDB on procedure, precedents and policies, and will perform a variety of policy-related functions at the direction of the WDB President. Supervision will be from the

Mayor or an appropriate member of the Mayor's staff, with daily consultation and support from the WDB President. On an as-needed basis, staff of the LEO, including the Chair of the Council Committee responsible for WDB matters, may request briefings and documents related to the WDB from the WDB and/or the WIOA Administrator.

E. Office of the City Controller

The Office of the City Controller is authorized to:

1. Establish one or more receivable accounts, as necessary, as WIOA Trust Funds to receive WIOA funds from the State and federal government and to appropriate, transfer and disburse funds from these Trust Funds in accordance with the Four-Year Local Plan and Local Annual Plan and upon demand of the WIOA Administrator; and
2. Establish any other accounts and funds as necessary to administer the WIOA program as described in the Four-Year Local Plan and Local Annual Plan and expend such funds upon proper demand of the WIOA Administrator.

F. Youth Council

The Youth Council shall be established as a committee of the WDB with its members appointed by the WDB Board. The relationship and authority of the Youth Council for youth activities under the WIOA shall be set forth in the Bylaws of the WDB. However, recommendations for selection of program operators and funding authorities shall be provided to the WDB by the Youth Council in sufficient time for them to be approved and incorporated into the Local Annual Plan. Implementation of the youth program shall be in accordance with the Program Operation procedures set forth in Section 4.

G. Nomination and Appointment of WDB and Youth Council Members

Current members of the WDB shall serve as the interim WDB members until new appointments are made by the Mayor and confirmed by the City Council. All re-appointments or new appointments to fill any vacancies shall be made as follows:

1. The WDB shall solicit the names of candidates for WDB and Youth Council members from the City Council, the Mayor, and current WDB members for consideration by the WDB Nominations/Membership Committee. Names of nominees must be submitted with current resumes within fifteen (15) working days of receipt of notice from the WDB.
2. The WDB shall maintain a Nominations/Membership Committee which shall meet at least semi-annually to solicit and receive recommendations from business, labor, education, community-based service providers and other

interested groups and individuals for membership on the WDB and the Youth Council, based on current vacancies.

3. The WDB shall transmit nominations for WDB members to the Mayor and City Council by March 1st of each year.
4. The term of membership for each WDB or Youth Council member shall be for two years, and may be extended for additional two-year periods.
5. The President of the WDB shall serve for a one-year term, and shall be elected at the annual meeting of the WDB by WDB members. The term may be extended upon re-election. The President of the WDB shall be from the private sector. Nominations for the President of the WDB must be submitted to the WDB for consideration at least two months prior to the Annual Meeting
6. The President of the Youth Council shall be elected by members of the WDB and shall serve for a one-year term, which may be extended upon re-election.

SECTION 4 – PROGRAM OPERATION

A. Review of WDB Actions

The LEO and the WDB agree that any actions approved by the WDB relating to the WIOA program shall be submitted simultaneously to the LEO for approval. Transmittals of WDB actions shall be signed by the WDB President and the WIOA Administrator.

B. Regional Plan

The LEO and WDB shall approve a Regional Plan as required by the State of California pursuant to WIOA Section 106(c)(2) and that contains the matters set forth in WIOA Section 106(c)(1). Following approval, the Regional Plan shall be submitted to the State of California.

C. Four-Year Local Plan/Modification of the Local Plan

The LEO and the WDB are each responsible for approving the Four-Year Local Plan, which meets the requirements of the WIOA and contains the broad program goals, which shall be modified to reflect changes in the local labor market and economy at the end of the first 2-year period of the 4-year Local Plan, strategies and priorities upon which the overall WIOA program will be developed.

D. Adoption/Implementation of Local Annual Plan

The LEO and the WDB shall approve a Local Annual Plan. The LEO and WDB agree that the WIOA Administrative Entity requires management flexibility to administer the WIOA program, and therefore authorize the WIOA Administrative Entity to implement the Local Annual Plan as set forth herein. The LEO and the WDB further agree that since the City is responsible for any financial liability incurred as a result of the use of WIOA funds, the procurement of WIOA program contractors shall be performed by the WIOA Administrative Entity.

Therefore, upon approval of the Local Annual Plan, the WIOA Administrative Entity shall take all steps necessary to implement the Local Annual Plan. No further LEO or WDB approval shall be required to execute contracts, amendments to contracts, leases or other commitments described in, authorized by and consistent with the Local Annual Plan. Specifically, the WIOA Administrator, or designee, shall:

1. Execute all necessary grant agreements related to the WIOA program with State, federal or other governmental agencies;
2. Negotiate and execute agreements with program providers, WorkSource Centers/America's Job Center of California, YouthSource Centers, worksite agreements, leases, marketing contracts and other agreements and memoranda of understanding as necessary for implementation of the WIOA program as approved in the Local Annual Plan, subject to the approval of the City Attorney as to form and legality;
3. Negotiate memoranda of understanding with other entities including employers and WIOA One-Stop Partners as described in the WIOA, as necessary and as authorized by this Agreement or other agreements under the WIOA;
4. Negotiate and execute amendments to the agreements mentioned above, provided that no amendment to a program agreement shall change the policy or purpose of the agreement or increase or decrease the funding level of any agreement in an amount in excess of two hundred and fifty thousand dollars (\$250,000) in one year, without the approval of the LEO and the WDB, or in an amount from twenty-five thousand dollars to two hundred fifty thousand dollars (\$25,000 to \$250,000) without the approval of the WDB and subject to the approval of the City Attorney as to form and legality;
5. Authorize the Office of the City Controller to disburse WIOA funds in accordance with the Local Annual Plan and the terms set forth herein, subject to the approval of the City Administrative Officer ("CAO"), and provide procedures for any technical adjustments to such instructions to the Controller; and

6. Employ persons as provided in the Local Annual Plan in a timely manner.

SECTION 5 - PROGRAM ADMINISTRATION

The WIOA Administrative Entity shall administer the WIOA program in accordance with applicable law, the Four-Year Local Plan, and Local Annual Plan(s), including receipt and disbursement of WIOA funds, preparation of grant applications, contracting and contract administration, fiscal administration, and accounting and auditing.

- A. The WIOA Administrative Entity will identify and collect directly, or through the WorkSource Center/America's Job Center of California and YouthSource Center contractors, all program and fiscal data necessary for managing the program.
- B. The WIOA Administrative Entity will maintain records for fixed assets and materials purchased with WIOA funds and/or transferred to WIOA from the prior federal programs in accordance with guidelines provided by the State or federal governments under the WIOA.
- C. The WIOA Administrative Entity, in accordance with the WDB's guidance and policies, the Four-Year Local Plan, the Local Annual Plan(s), will be responsible for:
 1. Developing and issuing requests for proposals for workforce investment systems and services as required by law and provided herein.
 2. Establishing an appeals board, in consultation with the WDB and LEO to hear appeals by proposers. At a minimum, the appeals board shall consist of the WIOA Administrator, the President of the WDB, the President of the Youth Council, the Chair of the Committee of the City Council responsible for WDB matters, and the Deputy Mayor responsible for Economic Development, or their designees.

The appeals board shall issue final funding decisions in accordance with the policies and procedures of the WIOA, the Four-Year Local and Local Annual Plan(s) and this Agreement. As part of the negotiations, the following changes and clarifications were made appeals' board decisions shall be final.

The President of the WDB or his/her designee shall Chair the appeals board, and appeals hearings shall be recorded.

3. Procuring contractors and executing contracts for WIOA programs as further described in this Agreement. The procurement procedures shall (i) be consistent with WIOA requirements and State directives as they may be revised or replaced, (ii) be the City's procedures, except as modified herein, and (iii) provide for a new procurement for WorkSource Center/America's

Job Center of California and YouthSource Center operators at least every four (4) years.

4. Administering and monitoring all contracts for WIOA services during the term of said contracts.
 5. Providing training and technical assistance to WIOA program operators.
 6. Providing regular reports and analysis of contractor progress and program performance to the WDB and the LEO.
 7. Auditing funds as required under the WIOA, providing for audit resolution, maintaining all records for audit purposes, and reporting the results of such audits to the WDB and the LEO.
 8. Preparing reports, audits and evaluations of the WIOA program at the request of the LEO and/or WDB for their consideration at any time.
 9. Collecting program income information by WIOA activities, and recommending the disposition of such funds as authorized by the LEO and the WDB.
 10. Maintaining an inventory of WIOA resources and seeking additional resources, including the preparation of proposals for grant funds, consistent with the priorities of the WDB and applicable law.
- D. The WIOA Administrative Entity and WDB Executive Staff shall coordinate their respective administrative, policy and marketing responsibilities on the following activities, consistent with the policy priorities of the WDB:
1. Obtaining and disbursing labor market and demographic information.
 2. Developing the Four-Year Local Plan and the Local Annual Plan and related planning documents for consideration by the WDB and the LEO.
 3. Developing policy issues and developing recommendations for consideration by the WDB and the LEO.
 4. Coordinating with other City departments, governmental entities and other WIOA administrative entities, as necessary, for participation in regional planning efforts related to workforce development.
- E. The WIOA Administrative Entity will provide support and assistance at all WDB meetings and make recommendations to the WDB on the prioritization and coordination of oversight, evaluation, and private sector involvement activities.

F. Administrative and Program Budget

The WIOA Administrative and Program Budget shall be prepared by the WIOA Administrative Entity in accordance with State-established timelines, and submitted to the WDB and subsequently to the City Council for their approval as part of the Local Annual Plan. All funds received from WIOA revenues shall be administered in accordance with the City's established budget procedures and this Agreement. WDB privately solicited funds shall be administered in accordance with Section 7B of this Agreement.

G. Public Notice Process

The public shall have the right to notice and an opportunity to comment on the Four-Year Local Plan and Local Annual Plan(s) in accordance with all applicable State and federal requirements.

SECTION 6 - PROGRAM OVERSIGHT

The WDB and the City each have independent oversight responsibilities under WIOA. In carrying out these independent oversight responsibilities, the City and the WDB will make good faith efforts to avoid unnecessary duplication of efforts. The WIOA Administrative Entity, upon request by the WDB, will provide staff and independent consultant support to the WDB to assist in its oversight and evaluation role.

The WDB and the City shall review the performance and assess the benefits, productivity and impact of the WIOA-funded programs. The WIOA Administrative Entity shall conduct contractor monitoring to ensure contract compliance and program accomplishment. The WIOA Administrative Entity shall ensure that annual monitoring of the system for performance, program and contractual compliance, fiscal integrity and customer satisfaction is provided in accordance with detailed monitoring procedures described in the Local Annual Plan.

- A. The WDB shall review periodically with the LEO its recommendations resulting from its independent oversight and evaluation of the WIOA programs. Any resulting actions which are determined to be necessary by the WDB and the LEO shall be implemented by the WIOA Administrative Entity.
- B. The WIOA Administrative Entity shall provide or make readily available to the WDB information to carry out oversight, including final audit reports and evaluation reports that may have been prepared by third party consultants or CPA firms contracted by the WDB and the LEO.

SECTION 7 - WDB INDEPENDENCE AND FUNDING

- A. WDB acceptance of grant funds from other public agencies shall require the approval of the LEO. Should a member of the WDB, who is a mandatory one-stop

partner under WIOA, apply for grant funds that impact the WDB, such member shall give prior notice to and consult with the WDB and LEO regarding such application.

- B. The WDB may solicit and accept private donations of funds. All such funds shall be deposited to the credit of the "Workforce Development Board of the City of Los Angeles," in an interest bearing bank account established by the WDB with quarterly expenditure reports to the LEO. These funds may be disbursed as authorized by the WDB through the WDB Treasurer, a WDB member appointed by the WDB, for all purposes in furtherance of the WIOA program in the City. The WDB Treasurer shall render to the officers and the directors of the WDB, whenever they request it, an account of all transactions affecting the bank account and of the financial condition of the corporation. The WDB Treasurer will report to the LEO, CAO and the Office of the City Controller of the status of the bank account, including the nature and amount of all transactions, on a quarterly basis and shall furnish to the WDB and the Office of the City Controller an annual audit in accordance with standard government accounting standards. Private funds solicited by WDB will be reported quarterly to the LEO, the CAO and the Controller, and annually to the LEO, including source and condition of funds, and the nature and amount of all disbursements.

SECTION 8 - WDB-CITY COOPERATIVE SUPPORT

In accordance with City, State and federal rules and regulations, and under the provisions of the WIOA, the WDB and the LEO will cooperate in carrying out all shared responsibilities under this Agreement.

SECTION 9 - CITY LEGISLATIVE PROGRAM

The WIOA Administrative Entity and WDB Executive Staff shall ensure the WDB's input to the City's legislative program by periodically providing information to the WDB on the WIOA and WIOA-related legislation, legislative policy, administrative actions, administrative regulations and intergovernmental relations matters subject to the procedures set forth in the Charter and Administrative Code and the City's "Organizational and Procedures Manual on Legislative Matters Affecting the City of Los Angeles."

SECTION 10 - GENERAL PROVISIONS

This Agreement is made pursuant to the WIOA and related rules and regulations promulgated thereto to carry out the purposes of the WIOA, and is in compliance with all applicable federal, State and local laws, rules and regulations. In addition, the following general provisions apply:

A. Financial Liability

The City undertakes and agrees to defend, indemnify and hold harmless the WDB and its duly appointed members from and against all suits and causes of action, claims, losses, demands and expenses from damages and liability arising by reason of, or incident to the performance of this Agreement on the part of the WDB in the administration of the WIOA program as required by the WIOA, except for the active negligence, willful misconduct and acts without authority of the WDB or its duly appointed member(s). The City assumes no liability for WDB activities beyond the scope of this Agreement and/or the WIOA.

B. Resolution of Issues

Issues of disagreement will be resolved by a joint meeting of WDB and City Council representatives, with recommendations forwarded to the LEO for final approval. The City Council representatives will be appointed by the City Council President and will include, but not be limited to, the Chair of the Council Committee responsible for WDB matters.

C. City Attorney

The parties understand and acknowledge that the City Attorney shall, in addition to acting as legal counsel to the City, act as legal counsel for the WDB in all WIOA-funded matters.

D. Grievances

The WIOA Administrative Entity shall develop and manage a system to hear and resolve grievances brought by program participants, program providers, and other interested parties as required by the WIOA.

E. LEO Information

The WDB will keep the LEO informed well in advance on key areas of concern to the WIOA program, in particular, regarding any substantive changes from agreed upon policies and programs. The WDB shall submit to the LEO any annual financial and program performance reports.

F. WDB Bylaws

The WDB shall adopt Bylaws to govern its internal organization consistent with the WIOA and this agreement.

G. Public Access to Information

All meetings of the WDB shall be open in accordance with the provisions of the WIOA and Ralph M. Brown Act (California Government Code §54950 et seq.) to allow public access to the business of the WDB. WDB documents shall be available to the public in accordance with the WIOA and California Public Records Act (California Government Code §6250 et seq.).

H. Term of Agreement

The term of this Agreement shall commence on July 1, 2016, and shall continue for four years thereafter. Either party may terminate this Agreement upon providing sixty (60) days advance written notice to the other party.

I. Amendments

Either party may propose written amendments to this Agreement to the other party at any time which, if mutually agreed to and properly executed, shall become effective from the date of execution.

J. Training

The WIOA Administrative Entity and the WDB, at the discretion of the WDB, shall be permitted to participate in and contract for ongoing training in legislation, technology and other areas as they see fit in order to perform their duties.

SECTION 11 - COMPLIANCE WITH LAWS AND REGULATIONS

Both parties agree that in the performance of this Agreement they shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles and City of Los Angeles, including but not limited to, the WIOA, and laws and regulations pertaining to labor, wages, hours and other conditions of employment and the City's anti-discrimination provision and Affirmative Action Plan, and any new or revised laws or regulations applicable to this Agreement.

SECTION 12 - COMPLETE AGREEMENT

This Agreement contains the complete agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in six (6) duplicate originals, each of which is deemed to be an original. This Agreement includes sixteen (14) pages, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the Workforce Development Board of the City of Los Angeles have caused this agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

By: *Eric Garcetti*
ERIC GARCETTI
MAYOR

Date: 7/11/16

By: *Herb J. Wesson, Jr.*
HERB J. WESSON, JR.
CITY COUNCIL PRESIDENT

Date: 7.12.16

APPROVED AS TO FORM AND LEGALITY

By: *G. J. [Signature]*
Assistant City Attorney

Date: 7-7-16

WORKFORCE DEVELOPMENT BOARD OF THE CITY OF LOS ANGELES

By: *Charles Woo*
CHARLES WOO
President

Date: 7/1/2016

APPROVED AS TO FORM AND LEGALITY

By: *[Signature]*
Deputy City Attorney

Date: 7/7/2016

Attest: Holly W. [Signature], City Clerk

By: *[Signature]* 7-13-16
Deputy



Council File Number: 16-0475 Adopted: June 24, 2016

Said Agreement is Number 127855 of City Contracts