

SOUTHEASTERN ARIZONA WORKFORCE INVESTMENT AREA FOR LOCAL GOVERNANCE

This Intergovernmental Agreement, hereinafter, referred to as, "Agreement" is entered into between Cochise County, a body politic and corporate of the State of Arizona (Cochise) and Graham County, a body politic and corporate of the State of Arizona, (Graham) and Greenlee County, a body politic and corporate of the State of Arizona (Greenlee), to establish the fiscal and administrative responsibilities for the Cochise Private Industry Council, Inc. (hereinafter known as CPIC) AKA Arizona at Work, Southeastern Arizona Workforce Development hereinafter referred to as "Consortium". This agreement outlines the terms and conditions under which the Consortium members shall govern and administer job training services in the aforementioned counties under Title 2 of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (WIOA).

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014 and WIOA Regulations were developed to implement the WIOA, and authorize the expenditure of federal funds for job training programs in locally determined Workforce Areas: and

WHEREAS, Cochise, Graham and Greenlee County Boards of supervisors, respectively hereby establish as a local workforce area for the purpose of administering WIOA funds and services, and

THEREFORE, in consideration of the agreement of the parties hereinafter set forth, the Counties agree to the following:

1. Liability of funds:

Cochise, Graham and Greenlee Counties, through their Boards of Supervisors, respectively approve the designation of Cochise County as Grant Recipient for the Consortium, with liability for said funds as noted in WIOA 107(d) (12) (B) (I) (I) as required under 20 CFR Part 667.705, the Chief Elected Officials are liable in their official capacity and are not personally liable for misuse of WIOA funds.

2. Grant and fiscal agent recipient and signatory:

Cochise, Graham and Greenlee Counties, through their Boards of Supervisors, respectively approve the designation of Cochise County as Grant Recipient for Consortium, with liability for said funds, as required by WIOA 107(d)(12)(B)(I)(I).

It is acknowledged by Graham and Greenlee Counties through their respective Boards of supervisors, that Cochise County has been selected and approved the designation of Cochise Private Industry Council, Inc. (CPIC) DBA Arizona at Work, Southeastern Arizona Workforce development (SAWD), as Administrative Entity and Fiscal Agent for the Consortium with liability for the administration and fiscal control as outlined in WIOA and 107(d) (12) (B) (I) (II) and 20 CFR 679.420. The Chairman of the Chief Elected Officials of Cochise County as part of his/her authority will be the designated signatory authority.

3. Fiscal agent designation:

Cochise County and CPIC shall establish fiscal control and fund accounting procedures as necessary to assure the proper disbursement of, and accounting for, federal funds allocated to all programs and said procedures shall ensure that all financial transactions carried out are conducted and records maintained in accordance with generally accepted accounting principles. CPIC shall comply with all applicable uniform accounting principles and administrative requirements for grants and agreements, included in the appropriate circulars and rules as promulgated by the Federal Office of Management and Budget, United States Department of Labor and the State of Arizona, Department of Economic Security, as applicable.

4. Local Board budget approval:

The CPIC will present the annual budget to the consortium for review and recommendations as required under WIOA 107(d) (12) (A) and 20 CFR 679.370(o) for the purpose of carrying out the duties of the local board. This budget does not include program operations.

5. Participating chief elected officials:

Cochise county, though CPIC shall establish and maintain a Local Workforce Investment Board, representative of the Consortium and as required by the Act, for the purpose of advising and consenting to the operations of the CPIC and otherwise providing oversight to the provision of WIOA Services. The local board shall consist of the members as required by the WIOA law.

Upon receiving a selection of choices from CPIC Members for the Consortium as required by the Act shall appoint members.

6. Amendment or change to the elected official agreement:

The agreement will be changed or amendments will be added upon agreement of all parties in writing as necessary including how an election may impact this existing agreement. All amendments or changes will be maintained at the local administrative entity office and available for monitoring.

The effective date of this agreement shall be upon signature by all parties to the agreement, whichever occurs first. This agreement is annually and automatically reviewed for an indefinite duration, or until such time that a member should decide to

terminate its membership. Any member may withdraw by giving 180 days written notice to Cochise County, CPIC and other members of the Consortium. In such cases, all pertinent terms of the agreement shall continue in effect for the remaining members.

Cochise County shall continue as the Grant Recipient for an indefinite period, or until all parties to the Agreement, which the other's concurrence, determine to modify the agreement.

Cochise Private Industry Council, Inc. shall continue as the Administrative entity and Fiscal Agent for an indefinite period of until all parties to the agreement with the other's concurrence, determine to modify the agreement.

Modifications to this Agreement shall be written amendment and signed by all parties to the agreement.

7. Designation of a chief lead elected official:

The Chief Elected Officials are liable for all WIOA Title 1B funds in the local area, and required to approve or provide guidance on the Local Board Activities and will act on behalf of the other chief elected officials. The chief lead elected official shall be the Chairman of the Cochise County Board of Supervisors and is the individual selected by the participating chief elected officials who may act on behalf of the other chief elected officials in Cochise County.

8. Local Board member representation:

The CPIC will assist the chief elected official to ensure local board representation is fair and equitable across the local area.

9. Communication:

Periodically, the CPIC will develop a Strategic Plan with regard to the administration of WIOA services within the Consortium as may be required by either the Arizona Department of Economic Security (DES) WIOA Administration and/or the Governor's County on Workforce Policy. Upon completion of the Strategic Plan and prior to submittal to DES, the CPIC will provide a copy of the plan for review by the respective Board of supervisors for all counties in the Consortium. Graham and Greenlee Counties may then submit a letter of recommendation for approval or submit recommendations for revision. Final approval of the plan shall require approval of counties in the Consortium by their respective Boards of supervisors.

The local boards and chief elected officials will meet once a year as possible.

Cochise County, through its Administrative entity, CPIC, shall develop programs, services and budgets for all member counties of the Consortium within the constraints of WIOA, inclusive of adult, Youth and Dislocated worker Services. CPIC shall ensure the delivery of

effective programs which provide the most beneficial mix of services to eligible residents and private or public employers within the Consortium.

Contact persons for the member counties and CPIC, under this agreement are as follows:

, County Administrators

Edward T. Gilligan
1415 Melody Lane, Bisbee AZ 85603

Terry Cooper, Graham County Manager
921 Thatcher Blvd., Safford, AZ 85546

Kay Gale, Greenlee County Manager
P.O. Box 908, Clifton, AZ 85533

Vada Phelps, CPIC Executive Director
900 Carmelita Drive, Sierra Vista, AZ 85635

ANNUAL REPORT AND AUDITS:

CPIC shall provide an annual Report at the end of each program year to each of the respective member counties inclusive of the following information, or a per County basis:

- *the location of the local CPIC office and identify the staff that are working there.
- *Number of Adult, Youth and Dislocated worker Participants that were registered, served and exited during each program year.
- *The number of Sumer Youth Participants that were served each summer and the location where they accomplished a work experience component.
- *The overall number of residents served in the local One Stop Office that was not registered as Participants.
- *The amount of funding that was expended specifically within each county for provision of WIOA services.

The Annual report should also include the following information with regard to the overall Consortium:

- *Copies of any programmatic or fiscal Quality Assurance and/or Monitoring Reports and Responses that were issued by either DES, WIOA Administration of the U.S. Department of Labor.
- *A copy of the annual performance measures report issued by DES WIOA Administration which indicates the overall performance of the Consortium.
- *A copy of the most recent single audit Act Report of Federal Financial assistance that may have been accomplished with regard to CPIC services.

GOVERNING STATE LAW:

All matters governed by the Agreement shall be subject to the conflict of interest provisions of A.R.S. 38-501 through A.R.S. 38-511, as well as, such other relevant provisions in A.R.S. that are applicable to the planning, implementation and delivery of WIOA services in the Consortium and as contained in the Strategic plan.

SHARED GOVERNANCE AGREEMENT

1. Local Board Membership

a. Terms

Board appointments shall consist of staggered terms. Such terms are for two and four year periods. Upon expiration of an appointee’s term of office subsequent appointments shall be for a four-year term.

b. Nomination

A nomination committee shall be appointed from volunteers of the full board by the President/Chair. At the next meeting of the board, the nomination committee shall present a list of board members that have consented to serve the position of President/chair, Vice President, Secretary or Treasurer if elected.

The Board members present at the meeting that the ballot is submitted shall vote for one board member for President/Chair, one board member for Vice President, one board member for secretary and one board member for Treasurer by raise of hands. The board members receiving the majority of the votes will be elected to serve in the capacity of the office for which they were elected as stated above, until replaced.

For each position that requires a nomination, the local board shall submit to the appointing chief elected officials of the local area a document or letter signed by the chief executive officer or designee identifying the individual being nominated. The document or letter must also acknowledge the nominee’s optimum policy-making authority and include documentation of curriculum vitae, resume or work history supporting the qualification of the nomination.

c. Appointment

Local Board member appointments will be made by the chief elected officials and submitted to the local administrative entity either in a form of a letter evidenced within minutes of meetings, or other official communication.

d. Change in status

Local Board members who no longer hold the position or status that made them eligible, Local Board member must resign or be removed by the chief

elected officials immediately upon notification to the Local Board Chair of the change of status as representative of the Board.

e. Mid-term appointments

Local Board members replacing out-going member mid-term will serve the remainder of the out-going member term.

f. Vacancies

The Local Board vacancies must be filled within 120 days of the vacancy. The chief elected officials are authorized to make all reappointments of members. Reappointments must be made with 120 days, of the term expiration. In the event a vacancy cannot be filled within 120 days, the local administrative entity will request a waiver in writing to the Director of the State Workforce Development Board with an explanation of why a vacancy was not filled in the 120 day timeframe and a description of the process underway to fill the vacancy. The local administrative entity will maintain written approval of the waiver request by the Director of the State workforce Development Board and will be monitored according to the process outlined in their approved waiver request.

g. Removal

The Local Board members will be removed by the chief elected officials if that member is found to be guilty of more or more of the following offenses:

*Fraud in securing an appointment

*Neglect of duties required by the board member

*Drunkenness while performing duties as a board member

*Addiction to the use of narcotics or habit-forming drugs

*Conviction of a felony or a misdemeanor involving moral turpitude.

*Documented violation of conflict of interest

*Failure to meet Local Board member representative requirements defined in the WIOA and this policy

*After three unexcused absences as decided by the Board, that seat will be declared vacant.

The state administrative entity reserve the right to conduct an investigation regarding allegations of wrong doing that result in the removal of a board member. Chief elected officials and local workforce board chair will be formally notified in advance of any such investigation and the results.

2. Relationship between chief elected officials and the Local Board

a. Local Plan requirements

The local 4 year plan will be developed and submitted to the Governor in partnership between the chief elected officials and the local board. The local plan shall support the strategy described in the State plan in accordance with

section 102(b)(1) (E) and be consistent with the State plan. At the end of the first 2-year period of the 4 year local plan the Board will review the local plan and in partnership with the chief elected official, shall prepare and submit modifications to the local plan to reflect changed in labor market and economic conditions or any other factor affecting the implementation of the local plan.

It will include an analysis of the regional economic conditions, analysis of the knowledge and skills needed to meet the employment need of the employers in the region, An analysis of the workforce in the region, an analysis of the workforce development activities, a description of the local board's strategic vision and goals, and a strategy to work with the entities that carry out the core programs to align resources available to the local area, a description of the workforce development system that identified the programs that are included in the system and how the local Board will work with those entities.

Prior to the date on which the local board submits the local plan they shall
*Make copies of the proposed local plan to the public through electronic and other means, including public hearings and local news media.

*allow members of the public, including representatives of business, representatives of labor organizations, and representative of education to submit to the board comments on the proposed local plan

*not later than the end of the 30 day period beginning on the date that the proposed local plan is made available,

*include with the local plan submitted to the Governor any comments that represent disagreement with the plan.

b. Budget and approval

A budget will be developed in conjunctions with the Chief Elected officials and will present the annual budget to the consortium for review and recommendations as required under WIOA 107(d) (12) (A) and 20 CFR 679.370(o) for the purpose of carrying out the duties of the local board. This budget does not include program operations.

The approved minutes of the approval of the Local Board and the Chief Elected Official will be the documentation of approval of the budget.

c. Selection of Operators and providers

A guideline and process has been completed - WIOA 107(d)(10)(A) through (E) and the State Workforce Development Board policy, including the process for getting chief elected official agreement on the selections. The process has been completed by Cochise County Procurement office, and approved by the Cochise County Board of Supervisors.

d. Youth activities

At this time the Local Board does not plan to establish and Youth Committee. However, should the Local Board decided to establish a standing youth committee the composition of and appointment procedures will be in accordance with (20 CFR 681.110). Should the board decided not to

establish a standing youth committee, the local board will carry out its responsibilities for youth activities under the youth formula programs as described by the law.

The Local Board will monitor and evaluate youth activities at their quarterly Board Meetings. Any recommendations, changes or concerns will be addressed by Board Staff.

e. Program oversight

The Local Board in partnership with the chief elected officials will provide program oversight responsibilities as outlined in WIOA 107(d) (9). The Local Board will adopt the document that the State of Arizona develops to provide oversight and evaluate quarterly or anytime they deem necessary.

f. Performance accountability measures

The local Board will use performance measure results as provided by the State to reach an agreement with the chief elected officials and the Governor in accordance with WIOA 107(d) (9).

The process the Local Board will use to reach agreement with the Chief Elected Officials and the Governor for local performance accountability will be through discussions and consensus between the two boards.

g. Local Board policy

A policy will be developed with the participation of members of the Local Board and staff. It will be presented to the local Board for comment, approval, disapproval, modification including implementation, with notice to the chief elected official for their approval.

h. Memorandum of Understanding

A MOU will be developed by all partners for all workforce system programs and presented to the Local Board and will include the chief elected officials with the understanding between workforce system partners and the local board.

3. Authorized Signatures

The MOU will be signed by all the appropriate persons of all partners which will then be submitted to the Local Board. At that time the MOU partnership agreement will be signed by the chairman of the Board of Supervisors in Cochise County and by the local board chair.

4. Amendments, change or election

The Agreement will be changed or amendments will be added upon agreement of all parties in writing as necessary including how an election may impact this existing agreement. All amendments or changes will be maintained at the local administrative entity office and available for monitoring.

The effective date of this agreement shall be upon signature by all parties to the agreement, whichever occurs first. This agreement is annually and automatically reviewed for an indefinite duration, or until such time that a member should decide to terminate its membership. Any member may withdraw by giving 180 days

written notice to Cochise County, CPIC and other members of the Consortium. In such cases, all pertinent terms of the agreement shall continue in effect for the remaining members.

Cochise County shall continue as the Grant Recipient for an indefinite period, or until all parties to the Agreement determine to modify the agreement.

The One Stop Operator will be a function of the Cochise County Procurement Office in accordance with their approved policies and procedures to secure professional services.

CPIC will use the policies and procedures included in their finance manual, which depend on the services and costs involved.

Cochise Private Industry Council, Inc. shall continue as the Administrative entity and Fiscal Agent for an indefinite period of until all parties to the agreement with the other's concurrence, determine to modify the agreement.

Modifications to this Agreement shall be written amendments and signed by all parties to the agreement.

5. Communication with Elected Officials

Periodically, the CPIC will develop a Strategic Plan with regard to the administration of WIOA services within the Consortium as may be required by either the Arizona Department of Economic Security (DES) WIOA Administration and/or the Governor's County on Workforce Policy. Upon completion of the Strategic Plan and prior to submittal to DES, the CPIC will provide a copy of the plan for review by the respective Board of supervisors for all counties in the Consortium. Graham and Greenlee Counties may then submit a letter of recommendation for approval or submit recommendations for revision. Final approval of the plan shall be completed by Cochise County Board of Supervisors.

The local boards and chief elected officials will meet once a year as possible.

Cochise County, through its Administrative entity, CPIC, shall develop programs, services and budgets for all member counties of the Consortium within the constraints of WIOA, inclusive of adult, Youth and Dislocated worker Services. CPIC shall ensure the delivery of effective programs which provide the most beneficial mix of services to eligible residents and private or public employers within the Consortium.

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Vada Phelps, SAWD Executive Director
900 Carmelita Drive, Sierra Vista, AZ 85635

6. Communication with Public

The Local Board provides information through the web-site, Facebook, posted open meetings, information regarding the activities of the local board as required by WIOA 107(e) and 20 CFR 679390, including the following:

- a. Information about the Local Plan, or modification to the local plan, before submission of the plan
- b. List of affiliation of Local Board Members
- c. Selection of one-stop operators
- d. Award of grants of contract to eligible provides or workforce development activities
- e. Minutes of formal Meetings of the Local Board
- f. Local Board Bylaws

IN WITNESS WHEREOF, the parties hereto have affixed their signature to this Agreement titled Southeastern Arizona Workforce Development Area Consortium Agreement between Cochise Private Industry Council and Cochise, Greenlee and Graham Counties.

COCHISE COUNTY BOARD OF SUPERVISORS:

CHAIRMAN

DATE

COCHISE PRIVATE INDUSTRY COUCIL, INC. dba ARIZONA@WORK – SOUTHEASTERN ARIZONA WORKFORCE DEVELOPOMENT:

RON CURTIS – PRESIDENT/CHAIRMAN

DATE

IN WITNESS WHEREOF, the parties hereto have affixed their signature to this Agreement titled Southeastern Arizona Workforce Development Area Consortium Agreement between Cochise Private Industry Council and Cochise, Greenlee and Graham Counties.

GREENLEE COUNTY BOARD OF SUPERVISORS:

CHAIRMAN

DATE

COCHISE PRIVATE INDUSTRY COUCIL, INC. dba ARIZONA@WORK – SOUTHEASTERN ARIZONA WORKFORCE DEVELOPOMENT:

RON CURTIS – PRESIDENT/CHAIRMAN

DATE

IN WITNESS WHEREOF, the parties hereto have affixed their signature to this Agreement titled Southeastern Arizona Workforce Development Area Consortium Agreement between Cochise Private Industry Council and Cochise, Greenlee and Graham Counties.

GRAHAM COUNTY BOARD OF SUPERVISORS:

CHAIRMAN

DATE

COCHISE PRIVATE INDUSTRY COUCIL, INC. dba ARIZONA@WORK – SOUTHEASTERN ARIZONA WORKFORCE DEVELOPOMENT:

RON CURTIS – PRESIDENT/CHAIRMAN

DATE