SHARED GOVERNANCE AGREEMENT
between
THE PINAL COUNTY BOARD OF SUPERVISORS
and
THE PINAL COUNTY WORKFORCE DEVELOPMENT BOARD

This Shared Governance Agreement (this "Agreement") is entered into by and between the Pinal County Board of Supervisors, as the Chief Elected Officials (the "PCBOS"), and the Pinal County Workforce Development Board (the "PCWDB"). The PCBOS and the PCWDB may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the purpose of this Agreement is to recognize the shared governance responsibilities between the Parties and provide a basis for cooperation and a partnership between the PCBOS and the PCWDB as required by the Workforce Innovation and Opportunity Act of 2014, Public Law No. 113-128 (WIOA) to lead to the success of the employment and training system within Pinal County through ARIZONA@WORK Pinal County; and,

WHEREAS, this Agreement envisions a future of cooperation and partnership that will contribute to the overall economic prosperity of Pinal County and its residents; and,

WHEREAS, the purpose of a Local Workforce Development Area (LWDA) is to serve as a jurisdiction for the administration of workforce development activities using WIOA Title I-B Adult, Dislocated Worker, and Youth funds allocated by the State of Arizona to coordinate efforts related to these and other core programs at a local community level; and,

WHEREAS, Pinal County has been designated as the local Grant Recipient, Fiscal Agent, and Administrative Entity of the LWDA with liability for said funds pursuant to WIOA Sec. 107; and,

WHEREAS, the PCBOS is liable for any misuse of WIOA grant funds allocated to Pinal County as the LWDA pursuant to WIOA Secs. 128 and 133, unless the PCBOS reaches an agreement with the Governor to accept the liability; and,

WHEREAS, the PCBOS has designated the Pinal County Economic and Workforce Development Department as the administrative entity and the Pinal County Budget and Finance Department and Economic and Workforce Development Department as the Fiscal Agent for WIOA grant funds; and,

WHEREAS, the PCWDB is appointed by the PCBOS pursuant to State criteria established pursuant to WIOA Sec. 107(b), and is certified by the Governor every 2 years pursuant to WIOA Sec. 107(c)(2); and,

WHEREAS, the purpose of the PCWDB is to:

1. Provide strategic and operational oversight in collaboration with required partners and other workforce stakeholders to help develop a comprehensive and high-quality workforce development system in Pinal County and the larger planning region;

2. Assist in the achievement of the State's strategic and operational vision and goals as outlined in the Arizona's Unified Workforce Development Plan; and

3. Maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided; and,

WHEREAS, the PCWDB desires to deliver services to businesses, veterans, and other individuals to strengthen and improve the workforce in Pinal County; and,

WHEREAS, the PCWDB is established pursuant to WIOA Sec. 107(b) and (c) and receives its authority from the WIOA; and,

WHEREAS, the actions of the PCWDB are subject to the final approval of the PCBOS; and,

WHEREAS, the PCWDB will participate in the selection of the PCWDB board members and staff; and,

WHEREAS, the PCWDB shall be staffed by staff from Pinal County Economic and Workforce Development Department, which shall provide administrative support to the PCWDB; and,

WHEREAS, staff for the PCWDB may only assist the PCWDB in fulfilling the required local board functions pursuant to WIOA Sec. 107(d).

AGREEMENT

NOW, THEREFORE, the PCBOS and the PCWDB agree on the following terms and conditions:

Section 1: Role of the PCBOS.

A. Pursuant to WIOA Sec. 107(c)(1), the PCBOS is authorized to appoint the members of the PCWDB pursuant to the criteria established by the Governor in partnership with the State Board (*See* WIOA Sec. 107(b)(1)).

1. The PCBOS shall determine the size of the PCWDB Board consistent with WIOA Sec. 107(b)(2).

2. The PCWDB shall consist of members selected by the PCBOS consistent with criteria

established pursuant to WIOA Sec. 107(b)(1), criteria established by the Governor, and the requirements of WIOA Sec. 107(b)(2).

3. The membership shall be based on the definitions and composition outlined in the WIOA and its implementing regulations.

B. The PCBOS will establish by-laws, consistent with State policy for the PCWDB membership, that at a minimum address:

1. The nomination process used by the BOS to select the PCWDB chair and members.

2. The term limitations and how the term appointments will be staggered to ensure only a portion of membership expire in a given year.

3. The process to notify the PCBOS of the PCWDB member vacancy to ensure a nominee is appointed within 120 days of the vacancy or request a waiver from the Workforce Arizona Council Manager for vacancies which remain open after 120 days.

4. The proxy and alternative designee process that will be used when the PCWDB member is unable to attend a meeting and assigns a designee pursuant to the requirements at 20 CFR § 679.110(d)(4).

5. The use of technology, such as phone and web-based meetings, that will be used to promote the PCWDB member participation.

6. The process to ensure the PCWDB members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities.

7. A description of any other conditions governing appointment or membership on the PCWDB as deemed appropriate by the PCBOS.

8. The by-laws may be amended or repealed in part or in whole only by a majority vote of the PCWDB members at a regular or special meeting with a quorum present.

C. The PCBOS will approve an annual budget developed by the PCWDB for the purpose of carrying out the duties of the PCWDB. The budget will be developed based on the annual WIOA allocation received by Pinal County. The PCWDB will approve the budget and submit it to the PCBOS for approval.

D. The PCBOS delegates to the PCWDB the development of the WIOA 4-year local plan for Pinal County, and modifications of the plan pursuant to WIOA Sec. 108. The PCWDB will approve the 4-year plan by a majority vote of the PCWDB members at a regular or special meeting with a quorum present and then forward the 4-year plan to the PCBOS for its approval.

E. The PCBOS delegates authority to the PCWDB to negotiate and reach agreement on local

performance indicators with the State WIOA Administrative entity and the Governor. Negotiated levels of performance will be documented as a modification to the local plan and submitted to the PCBOS for approval.

F. The PCBOS delegates authority to the PCWDB to negotiate with required partners on the methods for funding the infrastructure costs of ARIZONA@WORK Pinal County Job Centers pursuant to 20 CFR § 678.715. If the PCWDB fails to reach agreement at the local level, then the PCWDB must notify the Governor and use a State infrastructure funding mechanism.

G. The PCBOS may remove PCWDB members, including, but not limited to, if any of the following occurs: ongoing or repeated absences; documented conflict of interest; failure to meet PCWDB representation requirements defined in the WIOA; documented proof of malfeasance, fraud, or abuse; or failure to fulfill the requirements of PCWDB membership.

Section 2: Role of the PCWDB.

Pursuant to WIOA Sec. 107(d):

A. The PCWDB shall elect a chairperson from among the business representatives on the PCWDB.

B. The PCWDB shall develop a 4-year local plan, including subsequent modifications, for Pinal County and submit it to the PCBOS for their approval. The PCWDB will then submit the approved local plan to the designated State administrative entity and Workforce Arizona Council.

C. The PCWDB, with the agreement of the PCBOS, shall develop and enter into a Memorandum of Understanding (MOU) with partners concerning the operation of the one stop delivery system in Pinal County:

1. In coordination with the PCWDB, the board staff shall develop the MOU with the ARIZONA@WORK Pinal County partners;

2. The PCWDB shall review and approve the MOU;

3. The Chair of the PCWDB shall sign the MOU, as required; and

4. The PCWDB will submit the MOU to the PCBOS for approval and signature, as required.

D. The PCWDB shall develop and submit a regional plan in collaboration with other local areas if Pinal County is part of a designated planning region as defined in WIOA Sec. 106. If Pinal County is part of a planning region, the local plan must be submitted as a part of the regional plan.

E. The PCWDB shall utilize labor market information provided by the Arizona Office of Economic Opportunity and may also utilize proprietary subscriptions in order to conduct workforce research and regional labor market analysis. The PCWDB reserves the right, when determined feasible, to solicit private resources for targeted information. Research and analysis that will be used includes, but is not limited to:

1. Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers.

2. Assistance to the Governor in developing the statewide workforce and labor market information system pursuant to the Wagner-Peyser Act for Pinal County.

3. Other research, data collection, and analysis related to the workforce needs of the Pinal County economy as the PCWDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions.

F. The PCWDB staff, under the direction of the PCWDB, will convene local workforce development stakeholders to assist in the development of the local plan and required modifications pursuant to 20 CFR § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities.

1. Convening of local workforce development stakeholders will be facilitated not less than one year prior to the due date of a new 4-year local plan or required modification, unless the PCWDB so determines a different or more frequent interval is required.

2. Convening of local workforce development stakeholders will include active participation of all PCWDB partners that are parties to the MOU with the PCWDB.

3. Local workforce development stakeholders may be directed to otherwise assist the PCWDB.

G. The PCWDB shall ensure that the local plan, as required, clearly defines how the PCWDB will lead efforts to engage with a diverse range of employers and other entities in Pinal County in accordance with the WIOA, 20 CFR §§ 679.500-560, and Arizona Department of Economic Security required elements, which may include, but is not limited to:

1. Promoting business representation (particularly representatives with optimum policy-making or hiring authority from employers whose employment opportunities reflect existing and emerging employment opportunities in Pinal County) on the PCWDB.

2. Developing effective linkages (including the use of intermediaries) with employers in Pinal County to support employer utilization of the ARIZONA@WORK Pinal County service delivery system and to support local workforce investment activities.

3. Ensuring that workforce investment activities meet the needs of employers and support economic growth in Pinal County by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers.

4. Developing and implementing strategies for meeting the skilled workforce need in Pinal County (such as the establishment of industry and sector partnerships) to expand employment and career advancement opportunities for workforce development system participants and in-demand industry sectors or occupations.

H. The PCWDB, with representatives of secondary and postsecondary education programs and community stakeholders, shall lead efforts to develop and implement career pathways that align with the in-demand industry sectors or occupations within Pinal County to help ensure that employment, training, education, and supportive services needed by adults and youth, particularly individuals with barriers to employment are identified and provided.

I. The PCWDB shall lead efforts in Pinal County to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and job seekers.

J. The PCWDB shall identify and disseminate information on proven and promising practices carried out in other local areas for meeting the needs of employers, workers, and job seekers.

K. The PCWDB shall support and budget for engagement in technical assistance provided by leading WIOA authorities for specific workforce best practices and strategies as well as for participating in subject matter expert knowledge sharing.

L. The PCWDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the ARIZONA@WORK Pinal County service delivery system for employers, workers, and job seekers, including, but not limited to:

1. Facilitating connections among the intake and case management and referral systems of the one-stop partner programs to support a comprehensive workforce development system in Pinal County.

2. Facilitating access to services provided through ARIZONA@WORK Pinal County by supporting opportunities for services in various modes of delivery to ensure access to services, including implementation of virtual service delivery mechanisms.

3. Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the ARIZONA@WORK Pinal County system delivery system, which may include improving digital literacy skills by researching best practices and promoting statewide initiatives targeting individuals with barriers to employment.

4. Leveraging resources and capacity within the ARIZONA@WORK Pinal County workforce development system, including leveraging resources and capacity for services for individuals with barriers to employment, by establishing expectations for co-enrollment supported by co-case management by ARIZONA@WORK Pinal County partners.

M. The PCWDB shall negotiate and reach agreement on local performance indicators with the PCBOS and the Governor, which should be supported by workforce analysis results and include consultation with service providers and ARIZONA@WORK Pinal County partners to prepare realistic proposed levels of performance.

N. The PCWDB shall negotiate with the PCBOS and required ARIZONA@WORK Pinal County partners on the methods for funding the infrastructure costs of one-stop centers in Pinal County pursuant to 20 CFR § 678.715 and use a State infrastructure funding mechanism as described in the ARIZONA@WORK Pinal County MOU and Infrastructure Funding Agreement (IFA).

O. The PCWDB shall select providers in Pinal County, and where appropriate, terminate such providers pursuant to 2 CFR part 200 and 20 CFR part 680.

1. Providers for youth workforce investment activities may be selected through competitive grants or contracts based on the recommendations of youth teams, committees, task forces, or work groups, if established; however, if the PCWDB determines there is an insufficient number of eligible training providers in Pinal County, then the PCWDB may recommend award of contracts to PCBOS on a sole-source basis pursuant to WIOA Sec. 123(b).

2. Providers of training services may be selected for listing on the Eligible Training Provider List (ETPL) consistent with the criteria and information requirements established by the Governor and WIOA Sec. 122.

3. Providers of career services may be selected through the award of contracts, if the one-stop operator does not provide such services.

4. One-stop operators may be selected pursuant to WIOA Sec. 121(d)(2)(A).

5. One-stop operators may be selected pursuant to 20 CFR §§ 678.600 through 678.635.

P. The Fiscal Agent shall:

1. Maintain fiscal oversight of contracted providers, including, but not limited to, conducting monthly financial monitoring and annual financial audits of such providers. Monthly financial monitoring and annual financial audits shall be made available to the State administrative entity and the PCBOS.

2. Coordinate with the Pinal County Office of Procurement in the development of competitive solicitation and development of service provider contracts.

Q. The PCWDB shall work with the State pursuant to WIOA Sec. 107(d)(10)(E) to ensure there are sufficient numbers and types of providers of career services and training services that align with the in-demand industry sectors or occupations in Pinal County.

R. The PCWDB shall identify eligible providers of career services and recommend award of contracts to PCBOS that serve individuals with barriers to employment.

S. The PCWDB shall identify eligible providers of training services that maximize consumer choice and serve individuals with barriers to employment.

T. The PCWDB shall coordinate activities with education and training providers in Pinal County, including, but not limited to, by:

1. Establishing teams, committees, task forces, or work groups comprised of the PCWDB members, Adult Education applications will be reviewed when requested by the Arizona Department of Education to assist with the selection of providers of adult education and literacy activities pursuant to WIOA Title II to determine whether such applications are consistent with the ARIZONA@WORK Pinal County local plan.

2. Making recommendations to the eligible agency to promote alignment with the ARIZONA@WORK Pinal County local plan.

3. Replicating and implementing the ARIZONA@WORK Pinal County MOU to enhance the provision of services to individuals with disabilities and other individuals, which may include cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts to cooperate, collaborate, and coordinate.

U. The PCWDB shall develop and approve a budget for the activities of the PCWDB, with approval of the PCBOS and consistent with the local plan and the duties of the PCWDB.

1. The budget shall include all activities of the PCWDB, including the Title I budget amounts to be allocated for Youth, Adult, and Dislocated Worker Program career services as well as Rapid Response Program.

2. The PCWDB will determine how much of the budget to allocate for Youth, Adult, and Dislocated Worker services and how to procure the services.

3. The Fiscal Agent shall immediately disburse grant funds for workforce investment activities pursuant to the WIOA.

4. A budget report will be presented to the PCWDB at a regular or special meeting and the acceptance of such report will be documented in the meeting minutes.

V. The PCWDB shall assess, through annual program monitoring, the physical and programmatic accessibility of all one-stop centers in Pinal County pursuant to WIOA Sec. 188, if applicable, and pursuant to the applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*).

W. The PCWDB shall certify one-stop centers pursuant to 20 CFR § 678.800 and Workforce Arizona Council Job Center Certification policy. The PCWDB may create committees, task forces, or work groups comprised of board members and board staff to coordinate and implement the required certification process.

X. The PCWDB is granted the authority to hire a director and other staff pursuant to WIOA Sec. 107(f) to assist in carrying out the functions of the PCWDB, which would be in agreement with Pinal County as the employer of record.

1. The PCWDB must establish and apply a set of qualifications for the position of director that ensures the individual selected has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in carrying out the functions of the PCWDB.

2. The PCWDB director and staff must be subject to the limitations on the payment of salary and bonuses pursuant to WIOA Sec. 194(15).

3. Pursuant to 20 CFR § 679.400(d), in general, PCWDB staff only may assist the PCWDB to fulfill the required functions at WIOA Sec. 107(d).

Section 3: Joint Roles of the PCBOS and the PCWDB.

A. The PCBOS and PCWDB conduct oversight of youth workforce investment activities authorized pursuant to WIOA Sec. 129(c), adult and dislocated worker employment and training activities pursuant to WIOA Secs. 134(c) and (d), and the entire ARIZONA@WORK Pinal County service delivery system. The PCWDB will report to the PCBOS on the PCWDB current initiatives and workforce investment activities designed to further Pinal County workforce development goals as outlined in the local plan and negotiated MOU.

B. The PCBOS and PCWDB ensure the appropriate use and management of the funds provided pursuant to WIOA subtitle B for the youth, adult, and dislocated worker activities and ARIZONA@WORK Pinal County service delivery system in Pinal County.

1. The Fiscal Agent will document the use of funds provided, including relevant information described in the IFA.

2. Documentation concerning the use of funds provided will be made available to the PCBOS in a manner agreed upon by the PCBOS and the PCWDB.

C. The PCBOS and PCWDB ensure the appropriate use, management, and investment of

funds to maximize performance outcomes pursuant to WIOA Sec. 116. Use of available funds will be outlined in the local plan.

1. The PCWDB will report to the PCBOS the status of the expenditure of funds allocated to Pinal County for youth workforce investment activities authorized pursuant to WIOA Sec. 129(c), adult and dislocated worker employment and training activities pursuant to WIOA Sec. 134(c), and performance outcomes of the entire ARIZONA@WORK Pinal County service delivery system.

2. A joint meeting may be held on an annual basis with agreement between the PCBOS and the PCWDB.

3. In partnership with the PCBOS, the PCWDB sets policy for the portion of the statewide workforce development system within Pinal County and consistent with State policies (20 CFR § 679.310(b)).

D. The PCBOS and PCWDB shall avoid both conflict of interest and the appearance of conflict of interest in the conduct of PCWDB business. The PCBOS and PCWDB shall follow:

1. WIOA and its implementing regulations, including, but not limited to, 20 CFR § 679.430.

2. Arizona laws on Conflict of Interest, including, but not limited to, Arizona Revised Statutes, Title 38 – Public Officers and Employees, Chapter 3 – Conduct of Office, Article 4 Section 38-447 and Article 8 Sections 38-501 through 511.

3. Arizona Department of Economic Security WIOA Policies, including, but not limited to, Chapter 2, Section 1200(03)(L) By-Laws requirements.

4. State Workforce Development Board Local Governance Policies, including, but not limited to, Section H(k) "Conflict of interest" and State Workforce Development Board Conflict of Interest Policy.

5. Pinal County and PCWDB policies and procedures, including, but not limited to, conflict of interest and ethics policies.

Section 4: Term, Amendments, and Termination.

A. **Term.** Based upon appropriate funding, this Agreement is effective on January 1, 2024, and will continue through June 30, 2025. This Agreement will thereafter automatically renew annually until terminated pursuant to this Agreement.

B. **Amendments.** The Parties, by mutual written agreement, may amend or supplement the terms of this Agreement at any time. At a minimum, the following shall require an amendment to this Agreement:

1. Election of a new Chair to the PCBOS.

2. Election of a new Chair to the PCWDB.

C. Termination.

1. **Mutual Termination.** The Parties, by mutual written agreement, may terminate or cancel this Agreement at any time for any reason.

2. **Termination for Convenience/Without Cause.** A Party may terminate or cancel this Agreement at any time for any reason, with or without just cause, with ninety (90) days written notice to the other Party specifying the termination date.

Section 5: General Terms.

A. Non-discrimination. The Parties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this Agreement by reference, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.

C. Compliance with Law. The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement.

D. Material Change in Law or Regulation. Any changes in the governing laws, rules, or regulations that do not materially affect the Parties' obligations under this Agreement will apply but do not require an amendment. In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If the Parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this Agreement upon written notice to the other Party.

E. Severability/Unenforceable Provisions. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid.

F. **Construction of Agreement.** In construing this Agreement, whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "individual" shall include a corporation, company, partnership, firm, association or society, as well as a natural person.

G. **Supersedes Prior Agreements.** This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding shared governance.

APPROVALS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

The PCBOS: Pinal County Board of Supervisors

_____ Date: _____

Mike Goodman, Chairman

ATTEST:

_____

Natasha Kennedy, Clerk of the Board
Pinal County Board of Supervisors

The PCWDB: Pinal County Workforce Development Board

_____ Date: 11/21/24

Harold Christ, Chair

APPROVED AS TO FORM:

_____ Date: _____

Pinal County Attorney's Office