

# REPORT OF THE CHIEF LEGISLATIVE ANALYST

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October 8, 2013

TO: Honorable Members of the Economic Development Committee

FROM: Gerry F. Miller <sup>HEV</sup>  
Chief Legislative Analyst <sub>KOZ</sub>

Council File No.: 12-0602-S2  
Assignment No.: 13-10-0886

## **Workforce Investment Board (WIB) – Local Elected Officials (LEO) 5-Year Agreement**

### SUMMARY

The Workforce Investment Board (WIB) has transmitted for consideration, the Five-Year Agreement (Agreement) between the Mayor, the City Council and the WIB of the City of Los Angeles. The agreement establishes the working relationship between the WIB, the WIB Administrator (Economic and Workforce Development Department), the Mayor and the City Council, in accordance with the Federal Workforce Investment Act (WIA) of 1998. The overall intent of the agreement is to provide flexibility to the WIB, Mayor and Council to implement the programs without compromising the City's liability.

The structure, functions, duties and responsibilities of the City of Los Angeles WIB are defined in the Agreement between the Mayor, the City Council and the WIB. To continue funding for workforce activity, the Agreement must be ratified every five years. The Mayor, with the concurrence of the City Council, appoints members to the WIB. The City of Los Angeles WIB has 51 members who serve two-year terms, as provided by the WIA. Inasmuch as the current WIB-LEO Agreement expires on October 16, 2013, our Office is hereby transmitting the Proposed WIB-LEO Five-year Agreement for the period October 16, 2013 through October 16, 2018.

### Council Instructions WIB-LEO Agreement

On June 6, 2012, the Council adopted a Motion (Garcetti-LaBonge) instructing our Office to review the WIB-LEO Agreement, consult with representatives of the WIB, Mayor's Office, City Administrative Officer and the EWDD, and report to Council with recommended changes (C.F. 12-0602).

In a transmittal dated June 18, 2012, the WIB and EWDD jointly submitted the first draft of the Proposed Agreement for Council review. In consultation with the City Attorney, and the Chair of the Jobs and Business Development Committee responsible for WIB matters at the time, our Office proposed several amendments technical in nature, which were subsequently forwarded to the WIB for review and approval. Subsequently, the WIB and EWDD released a transmittal dated December 17, 2012, which included the initial changes made to the WIB-LEO Agreement.

Given that a new Council and Mayor were recently elected to City offices, our Office found it prudent to consult and receive input from the newly elected Mayor and the Chair of the Economic Development Committee which now oversees WIB matters.

### Certification Guidelines and Evaluation of WorkSource Centers

The Year 14 (2013-14) Annual Plan indicates that a taskforce was convened to review and consider revisions to the annual performance evaluation that measures Customer Satisfaction, Outcomes, Flow or volume of customers served, and Administrative Capability (SOFA). While limited revisions were made, the Mayor's Office has expressed an interest in studying the effectiveness and significance of this evaluation. Our Office agrees that a performance evaluation system that can result in the best positive outcomes for the City's workforce is essential. A recommendation is therefore included in this report instructing the EWDD to review the current evaluation system for WorkSource Center operators and develop recommendations for a more transparent, efficient and improved evaluation process for WorkSource Center operators. This report therefore includes a recommendation instructing EWDD to review the current evaluation system for WorkSource Operators and develop recommendation for a more transparent, efficient and improved evaluation process for WorkSource Center operators.

### Proposed Amendments to WIB-LEO Agreement

The proposed changes (Attachment 1) to the WIB-LEO Agreement were extensively discussed with the WIB, the Mayor's Office, the Chair of the Economic Development Committee, in consultation with the City Attorney. Most of the changes are technical in nature and are intended to clarify roles and responsibilities. Noteworthy changes are as follows:

1. Given the fact that the City had not issued a request for proposals for WorkSource operators in more than 14 years, the Council, the Mayor, the WIB, and EWDD, expressed a need to establish a procurement process for selecting operators for the City's WorkSource Centers. A provision is now included in the Proposed WIB-LEO Agreement to provide a new procurement review and selection process at least every five years for WorkSource and YouthSource Center operators, consistent with WIA requirements and City procedures [SECTION 4(C)3].
2. At the request of the Mayor, the Proposed WIB-LEO Agreement requires the WIB Executive Staff be funded through the budget for EWDD instead of the Mayor's budget. Inasmuch as this action was agreed upon by all parties, our Office, with the assistance of the City Attorney, reviewed the WIB-LEO Agreement and made minor changes for consistency with the proposed action. The WIB and the Mayor's Office have advised that funding for WIB Executive Staff is reimbursable and will not impact the City's General Fund.

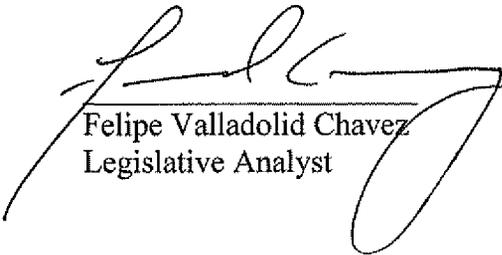
Additionally, at the request of the Mayor, the WIA Administrator will supervise WIB Executive Staff. The WIA Administrator will consult with the WIB President and appropriate members of the Mayor's staff on a daily basis. Also added, was language indicating that on an as-needed basis, the Chair of the Council committee responsible for WIB matters may request briefings and documents related to the WIB [SECTION 3(C)]. This report includes recommendations instructing the CAO, with the assistance of EWDD, and the Personnel Department to implement the appropriate personnel and budgetary actions to effectuate the requested change.

3. The current version of the WIB-LEO Agreement provides the WIB with authority to negotiate memoranda of understanding with other entities including employers and WIA One-Stop Partners (Section 3(C) First Paragraph Last Sentence). This is inconsistent with SECTION 3(E)(C) of the Agreement and the authorities contained in the WIB Annual Plan which authorize the WIA Administrator to negotiate memoranda of understanding. Our Office therefore proposes to amend the language to clarify that the WIA Administrator is the entity authorized to negotiate memoranda of understanding with employers and WIA One-Stop Partners [SECTION 3(E)3(C)].

## RECOMMENDATIONS

That the City Council:

1. Approve the WIB-LEO Five-Year Agreement between the Mayor's Office, the City Council and the Workforce Investment Board of the City of Los Angeles (Attachment 2), subject to City Attorney approval as to form and legality.
2. Authorize the Mayor and the President of the City Council to execute the attached WIB-LEO Agreement effective for the period October 16, 2013 through October 16, 2018, subject to City Attorney approval as to form and legality.
3. Instruct the City Administrative Officer, with the assistance of Economic and Workforce Development Department and the Personnel Department, to develop and implement the necessary personnel and budgetary actions to move the WIB Executive Staff from the Mayor's Office to the EWDD and report to the Economic Development Committee in 15 days.
4. Instruct the Economic and Workforce Development Department to review the current evaluation system for WorkSource Center operators and develop recommendations for a more transparent, efficient and improved evaluation process for WorkSource Center operators and report to Council in 30 days.



Felipe Valladolid Chavez  
Legislative Analyst

Attachments: 1) List of Proposed Amendment to the WIB-LEO Agreement.  
2) Proposed WIB-LEO Five-Year Agreement.

GFM:fvc

### Amendments to the WIB-LEO Agreement

- 1) Section 2 (A): The parties to the agreement were slightly revised to be the Local Elected Officials, which is defined to be the Mayor and City Council. [Page 3]
- 2) Section 2: Definitions: Five new definitions were added—Local Elected Officials, Workforce Investment Act, WIA Administrator, WIA One-Stop Partners and WIB Executive Staff. The "City" was included in the definition of Local Elected Officials. Other definitions were slightly revised. [Page 3]
- 3) The term “Community Development Department” was replaced with “Economic and Workforce Development Department” throughout the document. [Page 3]
- 4) Section 2 (G). Clarified definition of WIB Executive Staff (to be consistent with other changes throughout the document) to: “...those members appointed by the Mayor selected to provide policy guidance to the WIB and to perform certain administrative tasks under the supervision of the WIA Administrator in consultation with the WIB President.” [Page 4]
- 5) Section 3(A): The term "in partnership" was added to the Second Paragraph so as to be more consistent with the WIA. [Page 4]
- 6) Section 3 (A) was amended to ADD “and removing” with respect to the Mayor’s authority to appoint and remove WIB members. [Page 4]
- 7) Section 3(B): Duplicative language was removed. The Section removed was: “The City Council, the Mayor and the WIB are responsible for approving the Five (5) Year Plan, Local Annual Plan and any amendments to the plan.” This language is included in Section 3 (A). [Page 4]
- 8) Section 3 (C) First paragraph, amended as follows: “...including independent oversight and evaluation of such policy, in consultation with the Chair of the Council Committee responsible for WIB matters.[Page 4]
- 9) Section 3 (C) First Paragraph, last line relative EWDD authority was amended to reflect that EWDD has the authority to negotiate memoranda of understanding, consistent with the Annual Plan, AND was moved to a new Section 3 (E)3(c). [Pages 5 & 6]
- 10) Section 3 (C) second paragraph was amended to move the WIB Executive Staff from the Mayor’s Office to EWDD and reflect a new reporting structure for WIB Executive Staff. Additionally, language was included authorizing the Chair of the Council committee responsible for WIB matters to request briefings and documents. See amended language below [Page 5]:

The WIB Executive Staff will be funded through the budget for EWDD. Such positions will be exempt from the Civil Service system. The Mayor's selection of these staff positions will include participation by the WIB President. The WIB Executive Staff will advise the WIB on procedure, precedents and policies, and will perform a variety of administrative functions at the direction of the WIB President. Supervision of WIB Executive Staff will be from the General Manager of EWDD. The General Manager of EWDD will consult with the WIB President and appropriate members of the Mayor's staff on a daily basis. On an as needed basis, the staff of the Chair of the Council committee

responsible for WIB matters may request briefings and documents from the WIB and/or the WIA Administrator related to the WIB.

- 11) Section 3(D): Duplicative language regarding the duties of the WIA Administrative Entity was deleted. [Page 5]
- 12) Section 3(E): This section was broken up into numbered subsections. The provision regarding the preparation of reports and audits was moved to Section 4(C)(8), as it is more appropriate to include this under "Program Administration." The provision regarding the system-wide MOU was moved to a new Section 3(I) and was revised to include resource sharing agreements. [Page 5]
- 13) Section 3(E)(3): This subsection sets forth duties for the WIA Administrative Entity in regards to the implementation of the Local Annual Plan. Note the language in the second sentence which was taken from Section 4(C)(3). The second paragraph consolidates the old second and third paragraphs. [Page 5]
- 14) Section 3(F): The duties Controller are set forth in a separate new subsection. (The remaining subsections are re-numbered.) [Pages 6 & 7]
- 15) Minor change to Section 4 (C) 1 (added" "...and provided herein") [Page 8]
- 16) Section 4 (C) 2 relative to the Appeals Board was amended to that the Council Committee responsible for WIB matters would be a member of the Appeals Board instead of a specific Council Committee. [Page 8]
- 17) Section 4 (C) 3 was amended to ADD language that would provide for a new procurement for WorkSource and YouthSource centers at least every five years. [Page 9]
- 18) Section 4(C)(3): Sub (a) was moved to 3(E)(3). Sub (b) was deleted since the WIB still approves the Local Annual Plan and, according to the City Attorney, the retention of a for-profit one-stop provider for which a WIB member is employed is a 1090 issue. [Page 9]
- 19) Section 4(E): The language regarding the WIA Administrator sitting on the WIB was moved to Section 2(D). [Pages 10 & 3]
- 20) Section 8: The language regarding compliance with the Charter and Administrative Code was added. [Pages 11 & 12]
- 21) Section 9(A): The indemnity was broadened to include willful misconduct and unauthorized acts as exceptions to the hold harmless provisions. [Page 12]
- 22) Section 9 (B): the reference to Chair of the Jobs and Business Development Committee was changed to the Chair of the Council committee responsible for WIB matters.[Page 12]
- 23) Section 10: The language was revised so as to require compliance with statutes and regulations, replacing "good faith efforts." [Page 13]

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND THE WORKFORCE INVESTMENT BOARD  
OF THE CITY OF LOS ANGELES (WIB)

Agreement No.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE WORKFORCE INVESTMENT BOARD OF  
THE CITY OF LOS ANGELES (WIB)  
AGREEMENT NO.

This Agreement is made and entered into by and between the Local Elected Officials of the City of Los Angeles, hereinafter referred to as "City" and the Workforce Investment Board of the City of Los Angeles, hereinafter referred to as "WIB," for the purpose of setting forth the respective roles of the City and the WIB in accordance with the Workforce Investment Act of 1998 (WIA), 29 U.S.C. § 2801 et seq.

RECITALS

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

WHEREAS, the City has established the WIB and the Mayor of the City of Los Angeles has appointed, and the City Council has confirmed, the members of the WIB in accordance with the WIA; and

WHEREAS, under the WIA, the private sector and other governmental entities, through the WIB, share authority, responsibility and oversight with local government over WIA 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 WIB shall be:

President  
Workforce Investment 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. "Local Elected Officials" or "LEO" shall mean the Mayor and City Council of the City of Los Angeles, a municipal corporation ("City").
- B. "Workforce Investment Act" or "WIA" shall mean the Workforce Investment Act of 1998, Public Law 105-220, as it may be amended from time to time, and the implementing rules and regulations adopted thereto.
- C. "WIA Administrative Entity" shall mean the Economic and Workforce Development Department, a department of the City ("EWDD").
- D. "WIA Administrator" shall mean the General Manager of EWDD, who is authorized to act on behalf of the WIA Administrative Entity and shall be the sole representative of the WIA Administrative Entity on the WIB.
- E. "WIA Area" shall mean the geographical area of the City within which the City and the WIB are authorized by the State of California ("State") to provide workforce development programs under the WIA.
- F. "WIA One-Stop Partners" shall mean those entities identified in WIA Section 121(b)(1) and such other entities identified in WIA Section 121(b)(2) as selected by the WIB and LEO.
- G. "WIB Executive Staff" shall mean those members appointed by the Mayor to

provide policy guidance to the WIB and to perform certain administrative tasks under the supervision of the WIA Administrator in consultation with the WIB President.

- H. "Workforce Investment Board" or "WIB" shall mean the Board appointed by the Mayor and confirmed by the City Council in accordance with the rules of WIA and the State of California.
- I. "WorkSource Center" and "YouthSource Center" shall mean entities selected to operate WIA funded programs through a WorkSource Center 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 is responsible for appointing and removing WIB members and filling vacancies in accordance with City procedures. The WIB shall notify the Mayor and the City Council of the existence of the vacancies and its recommendations for proposed WIB 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.

The Mayor, the City Council and the WIB, in partnership, are responsible for approving the WIA Five (5) Year Plan, the Local Annual Plan, and any amendments to the plans.

#### B. City Council

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

#### C. WIB

The WIB is responsible for providing lead policy direction on all matters pertaining to the overall WIA program, the Five (5) Year Plan, the Local Annual Plan, including independent oversight and evaluation of such policy, in consultation with the Chair of the Council Committee responsible for WIB matters; setting forth workforce policies for residents of the City, its job seekers and employers; soliciting private sector participation in the program; and identifying the training needs of the business community. The WIB shall not operate a program or act as an employment or training entity with the use of WIA funds. The WIB shall prepare an annual report on or before September 1 of each year to the LEO which describes the status of the WIA program in the city, and provides the basis for the following year's program

activities to be administered by the WIA Administrative Entity, as well as any annual amendments to the Five (5) Year Plan.

The WIB Executive Staff will be funded through the budget for the EWDD. Such positions will be exempt from the Civil Service system. The Mayor's appointment of these staff positions will include participation by the WIB President. The WIB Executive Staff will advise the WIB on procedure, precedents and policies, and will perform a variety of administrative functions at the direction of the WIB President. Supervision will be from the WIA Administrator. The WIA Administrator will consult with the WIB President and appropriate members of the Mayor's staff on a daily basis. On an as-needed basis, staff of the Chair of the Council Committee responsible for WIB matters may request briefings and documents related to the WIB from the WIB and/or the WIA Administrator.

D. City of Los Angeles

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

E. Program Operation

1. Review of WIB Actions: The LEO and the WIB agree that any actions approved by the WIB relating to the WIA program shall be submitted simultaneously to Mayor and the City Council for approval. Transmittals of WIB actions shall be signed by the WIB President and the WIA Administrator.

2. Five-Year Plan/Local Annual Plan: The LEO and the WIB are each responsible for approving the Five (5) Year Plan, which meets the requirements of the WIA and contains the broad program goals, strategies and priorities upon which the overall program will be developed. The LEO and the WIB shall also approve a Local Annual Plan 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 and YouthSource contractor certification criteria and the procedures to decertify a provider in accordance with State and federal requirements; the allocation of funding amounts to WorkSource and YouthSource Center contractors; and, the contractor performance standards and provisions for enforcement thereof.

3. Implementation of Local Annual Plan: The LEO and WIB agree that the WIA Administrative Entity requires management flexibility to administer the WIA program, and therefore authorize the WIA Administrative Entity to implement the Local Annual Plan as set forth herein. The LEO and the WIB further agree that since the City is responsible for any financial liability incurred as a result of the use of

WIA funds, the selection and retention of WIA program contractors shall be performed by the WIA Administrative Entity.

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

- a. Execute all necessary grant agreements related to the WIA program with State, federal or other governmental agencies;
- b. Negotiate and execute agreements with program providers, WorkSource Centers, YouthSource Centers, worksite agreements, leases, marketing contracts and other agreements and memoranda of understanding as necessary for implementation of the WIA program as approved in the Local Annual Plan, subject to the approval of the City Attorney as to form and legality;
- c. Negotiate memoranda of understanding with other entities including employers and WIA One-Stop Partners as described in the WIA, as necessary and as authorized by this Agreement or other agreements under the WIA.
- d. 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 Mayor, the City Council and the WIB, 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 WIB and subject to the approval of the City Attorney as to form and legality;
- e. Authorize the Office of the City Controller to disburse WIA 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
- f. Employ persons as provided in the Local Annual Plan in accordance with City Civil Service requirements.

#### F. Office of the City Controller

The Office of the City Controller is authorized to:

- a. Establish one or more receivable accounts, as necessary, as WIA Trust Funds to receive WIA funds from the State and federal government and to appropriate, transfer and

disburse funds from these Trust Funds in accordance with the Local Annual Plan and upon demand of the WIA Administrator; and

b. Establish any other accounts and funds as necessary to administer the WIA program as described in the Local Annual Plan and expend such funds upon proper demand of the WIA Administrator.

G. Youth Council

The Youth Council shall be established as a committee of the WIB with its members appointed by the WIB Board. The relationship and authority of the Youth Council for youth activities under the WIA shall be set forth in the Bylaws of the WIB. However, recommendations for selection of program operators and funding authorities shall be provided to the WIB 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 3 E.

H. Nomination and Appointment of WIB and Youth Council Members

Initial appointment of the Interim WIB was made by action of the Mayor and City Council on November 2, 1999. (C.F. No. 99-0644 adopted November 23, 1999). All re-appointments or new appointments to fill any vacancies shall be made as follows:

1. The WIB shall solicit the names of candidates from City Council, the Mayor, and current WIB members for consideration by the WIB Nominations/Membership Committee. Names of nominees must be submitted with current resumes within fifteen (15) working days of receipt of notice from the WIB.
2. The WIB 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 WIB and the Youth Council, based on current vacancies.
3. The WIB shall transmit nominations to the Mayor and City Council by March 1st of each year.
4. The term of membership for each WIB or Youth Council member shall be for two years, and may be extended for additional two year periods.
5. The President of the WIB shall serve for a one year term, and shall be elected at the annual meeting of the WIB by WIB members. The term may be extended upon re-election. The President of the WIB shall be from the private sector. Nominations for the President of the WIB must be submitted to the WIB 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 WIB and shall serve for a one year term, which may be extended upon re-election.

I. Memoranda of Understanding

The LEO and the WIB shall negotiate and enter into, and amend as necessary, the system-wide Memorandum of Understanding (MOU), and related resource sharing agreements, between and among the City, the WIB and WIA One-Stop Partners which will set forth the sharing of resources between the parties and the other requirements set forth in the WIA. The City shall submit the executed MOU and any amendments thereto to the State.

SECTION 4 - PROGRAM ADMINISTRATION

The WIA Administrative Entity shall administer the WIA program in accordance with applicable law, the approved Five (5) Year Plan, and Local Annual Plan(s), including receipt and disbursement of WIA funds, preparation of grant applications, contracting and contract administration, fiscal administration, and accounting and auditing.

- A. The WIA Administrative Entity will identify and collect directly, or through the WorkSource Center and YouthSource Center contractors, all program and fiscal data necessary for managing the program.
- B. The WIA Administrative Entity will maintain records for fixed assets and materials purchased with WIA funds and or transferred to WIA from the prior federal programs in accordance with guidelines provided by the State or Federal governments under the WIA.
- C. The WIA Administrative Entity, in accordance with the WIB's guidance and policies, the Five (5) Year 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 WIB, the Mayor and City Council to hear appeals by proposers. At a minimum, the Appeals Board shall consist of the General Manager of the Administrative Entity, the President of the WIB, the President of the Youth Council, the Chair of the Council Committee responsible for WIB 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 plans and this Agreement. All Appeals Board decisions shall be final.

The President of the WIB or his/her designee shall Chair the Appeals Board and appeals hearings shall be recorded.

3. Procuring contractors and executing contracts for WIA programs as further described in this Agreement. The procurement procedures shall (i) be consistent with WIA requirements and State directives as they may be revised or replaced, (ii) be the City of Los Angeles' procedures, except as modified herein, and (iii) provide for a new procurement for WorkSource and YouthSource Center operators at least every five (5) years.
  4. Administering and monitoring all contracts for WIA services during the term of said contracts.
  5. Providing training and technical assistance to WIA program operators.
  6. Providing regular reports and analysis of contractor progress and program performance to the WIB and the LEO.
  7. Auditing funds as required under the WIA, providing for audit resolution, maintaining all records for audit purposes, and reporting the results of such audits to the WIB and the LEO.
  8. Preparing reports, audits and evaluations of the WIA program at the request of the LEO and/or WIB for their consideration at any time.
  9. Collecting program income information by WIA activities, and recommending the disposition of such funds as authorized by the LEO and the WIB.
  10. Maintaining an inventory of WIA resources and seeking additional resources, including the preparation of proposals for grant funds, consistent with the priorities of the WIB and applicable law.
- D. The WIA Administrative Entity and WIB Executive Staff shall coordinate their respective administrative, policy and marketing responsibilities on the following activities, consistent with the policy priorities of the WIB:
1. Obtaining and disbursing labor market and demographic information.
  2. Developing the Five (5) Year Plan and the Local Annual Plan and related planning documents for consideration by the WIB and the LEO.
  3. Developing policy issues and developing recommendations for consideration by the WIB and the LEO.

4. Coordinating with other City departments, governmental entities and other WIA administrative entities, as necessary, for participation in regional planning efforts related to workforce development.
- E. The WIA Administrative Entity will provide support and assistance at all WIB meetings and make recommendations to the WIB on the prioritization and coordination of oversight, evaluation, and private sector involvement activities.
- F. Administrative and Program Budget

The WIA Administrative and Program Budget shall be prepared by the WIA Administrative Entity in accordance with State-established timelines, and submitted to the WIB and subsequently to the City Council for their approval as part of the Local Annual Plan. All funds received from WIA revenues shall be administered in accordance with the City's established budget procedures and this Agreement. WIB privately solicited funds shall be administered in accordance with Section 6B of this Agreement.

- G. Public Notice Process

The public shall have the right to notice and an opportunity to comment on the Five (5) Year Plan and Local Annual Plan(s) in accordance with all applicable State and federal requirements.

## SECTION 5 - PROGRAM OVERSIGHT

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

The WIB and the City shall review the performance and assess the benefits, productivity and impact of the WIA funded programs. The WIA Administrative Entity shall conduct contractor monitoring to ensure contract compliance and program accomplishment. The WIA 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 WIB shall review periodically with the Mayor and the City Council its recommendations resulting from its independent oversight and evaluation of the WIA programs. Any resulting actions which are determined to be necessary by the WIB and the City shall be implemented by the WIA Administrative Entity.

- B. The WIA Administrative Entity shall provide or make readily available to the WIB 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 WIB and the City.

#### SECTION 6 - WIB INDEPENDENCE AND FUNDING

- A. WIB solicitation and acceptance of grant funds from other public agencies shall require the prior approval of the City, to ensure that there is no duplication of effort or unintended internal competition for such public grant funds. Should a member of the WIB, who is a mandatory partner under WIA, apply for grant funds that impact the WIB, such member shall give prior notice to and consult with the WIB and City regarding such application.
- B. The WIB may solicit and accept private donations of funds. All such funds shall be deposited to the credit of the "Workforce Investment Board of the City of Los Angeles," in an interest bearing Trust Fund for the WIB. These funds may be disbursed as authorized by the WIB through the WIB Treasurer, for all purposes in furtherance of the WIA in the City of Los Angeles. The WIB Treasurer shall render to the officers and the directors of the WIB, whenever they request it, an account of all transactions affecting the Trust Fund and of the financial condition of the corporation. The WIB Treasurer will report to the Mayor, CAO and the Office of the City Controller of the status of this Trust Fund on a quarterly basis and shall furnish to the WIB and the Office of the City Controller an annual audit in accordance with standard government accounting standards. The WIB shall report annually to the Mayor and the City Council on the condition of the Trust Fund and the nature and amount of all disbursements. Private funds solicited by WIB will be reported quarterly to the Mayor, the CAO and the Controller, and annually to the Mayor and the City Council, including source and condition of funds, and the nature and amount of all disbursements. Funds privately solicited and received by the WIB's non-profit corporation shall be deposited and expended in accordance with the WIB Bylaws.

#### SECTION 7 - WIB-CITY COOPERATIVE SUPPORT

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

#### SECTION 8 - CITY LEGISLATIVE PROGRAM

The WIA Administrative Entity and WIB Executive Staff shall ensure the WIB's input to the City's legislative program by periodically providing information to the WIB on the WIA and WIA-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 9 - GENERAL PROVISIONS

This Agreement is made pursuant to the WIA and related rules and regulations promulgated to carry out the purposes of the WIA, 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 WIB 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 WIB in the administration of the City's WIA program as required by the WIA, except for the active negligence, willful misconduct and acts without authority of the WIB or its duly appointed member(s). The City assumes no liability for WIB activities beyond the scope of this Agreement and/or the WIA.

### B. Resolution of Issues

Issues of disagreement will be resolved by a joint meeting of WIB and City Council representatives, with recommendations forwarded to the City Council and the Mayor 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 WIB matters.

### C. City Attorney

The City Attorney shall act as legal counsel for the WIB in all WIA funded matters.

### D. Grievances

The WIA 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 WIA.

### E. Mayor and City Council Information

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

F. WIB Bylaws

The WIB shall adopt Bylaws to govern its internal organization.

G. Public Access to Information

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

H. Term of Agreement

The term of this Agreement shall commence on October \_\_, 2013, and shall continue for five 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 of 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 WIA Administrative Entity and the WIB, at the discretion of the WIB, 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 10 - 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 WIA, 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 11 - COMPLETE AGREEMENT**

The 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 fourteen (14) pages, which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM AND LEGALITY: Executed this \_\_\_\_ day of \_\_\_\_\_, 20

By \_\_\_\_\_  
City Attorney  
Date \_\_\_\_\_

For THE CITY OF LOS ANGELES

By \_\_\_\_\_  
ERIC GARCETTI  
Mayor  
City of Los Angeles  
Date \_\_\_\_\_

By \_\_\_\_\_  
HERB J. WESSON, JR.  
President  
Los Angeles City Council  
Date \_\_\_\_\_

For WORKFORCE INVESTMENT BOARD OF THE CITY OF LOS ANGELES

By \_\_\_\_\_  
CHARLES WOO  
President  
Date \_\_\_\_\_

Council File Number \_\_\_\_\_ Adopted \_\_\_\_\_  
Said Agreement is Number \_\_\_\_\_ of City Contracts