

CITY OF LOS ANGELES
CALIFORNIA



Workforce *Development* Board
City of *Los Angeles*

Workforce Development Board
CHARLES WOO
CHAIR



ERIC GARCETTI
MAYOR

April 27, 2016

Council File:
Council District Nos.: All
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Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall

City Council
c/o City Clerk
Room 395, City Hall

Attention: Mandy Morales, Legislative Coordinator

TRANSMITTAL: APPROVAL OF THE WORKFORCE DEVELOPMENT BOARD – LOCAL ELECTED OFFICIAL (WDB-LEO) AGREEMENT THAT COMPLIES WITH THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

RECOMMENDATIONS

The Chairman of the Workforce Development Board (WDB) respectfully requests that the Mayor and City Council:

APPROVE the attached Workforce Development Board – Local Elected Official (WDB-LEO) Agreement.

BACKGROUND

President Obama signed the Workforce Innovation and Opportunity Act (WIOA) on July 22, 2014, to amend the Workforce Investment Act (WIA) of 1998 and strengthen the nation's workforce development system through innovation in and alignment with and improvement of employment, training and education programs, and to promote individual and economic growth.

The WIOA authorized each Governor to establish Local Workforce Development Areas (LWDA) for the conduct of workforce development activities, under the oversight of

WDBs. Governors are also obligated to cluster LWDA's by region, consistent with labor markets, to encourage mutual planning and investment in promising and proven workforce development practices.

A WDB is charged with ensuring the appropriate use and management of WIOA funds in a LWDA. The Chair of a WDB and the majority of the WDB's members must be representatives of the business/employer community. The balance of a WDB's membership includes representatives of educational institutions, organized labor and joint labor-management apprenticeship programs, economic and community development entities, community-based organizations, etc.

All members of a WDB are appointed by the Chief Elected Official(s) of a LWDA. An agreement must be executed between the Chief Elected Official(s) and the WDB explaining the WIOA related duties and responsibilities of each party. The agreement is subject to the approval of the Governor.

Governor Brown has certified 48 LWDA's and WDB's in California. There are seven LWDA's and WDB's in Los Angeles County (i.e., City of Los Angeles, County of Los Angeles, Foothill/Pasadena, Pacific Gateway Workforce Investment Network/City of Long Beach, South Bay, Southeast Los Angeles County, and Verdugo/cities of Burbank, Glendale and La Cañada Flintridge), which collectively constitute one regional area for WIOA coordination purposes.

The Governor certified the City of Los Angeles as a LWDA and its current Workforce Investment Board (WIB) as a WDB on March 31, 2015, for the period April 1, 2015 through June 30, 2016. Recertification by the Governor for two additional years involves, among other things, execution of an agreement between the City's WDB and the City's Local Elected Officials describing the respective roles of all parties with regard to the administration of the WIOA.

Representatives of the offices of the Mayor, the Chief Legislative Analyst, the City Administrative Officer, the City Attorney, and the WDB met on July 21, 2015 to discuss development of a WDB-LEO agreement. The attendees agreed the foundation for this accord should be the WIB-LEO agreement that existed under the now-defunct WIA.

On April 5, 2016, the WDB approved a proposed WDB-LEO agreement (see attached) drafted by the WDB's legal counsel in the Office of the City Attorney. The proposed agreement, which conforms to the WIOA, is now being presented for the City Council and the Mayor's consideration.



CHARLES WOO
Chair
Workforce Development Board

GI:VM

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

Agreement No._C

SECTION 1 - REPRESENTATIVES OF THE PARTIES

A. The representative of the City shall be:

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

B. The representative of the WDB shall be:

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

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

SECTION 2 – DEFINITIONS

- A. “Local Elected Officials” or “LEO” shall mean the Mayor and City Council of the City of Los Angeles, a municipal corporation (“City”).
- B. “Local Plan” shall mean the Four-Year Local Plan required to be developed under Section 108(a) of the WIOA and California Unemployment Insurance Code Section 14206.
- C. “Workforce Innovation and Opportunity Act” or “WIOA” shall mean the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. §3101 et seq.), as it may be amended from time to time, and the implementing rules and regulations adopted thereto.
- D. “WIOA Administrative Entity” shall mean the Economic and Workforce Development Department, a department of the City (“EWDD”).
- E. “WIOA Administrator” shall mean the General Manager of EWDD who is authorized to act on behalf of the WIOA Administrative Entity and shall be the sole representative of the WIOA Administrative Entity on the WDB.
- F. “WIOA Area” shall mean the geographical area of the City within which the City and the WDB are authorized by the State of California (“State”) to provide workforce development programs under the WIOA.
- G. “WIOA One-Stop Partners” shall mean those entities identified in WIOA Section 121(b)(1) and such other entities identified in WIOA Section 121(b)(2) as selected

by the WDB and LEO.

- H. “WDB Executive Director” shall mean the chief executive officer of the WDB who is appointed by the Mayor to provide policy guidance to the WDB and to perform certain administrative tasks under the supervision of the Mayor or an appropriate member of the Mayor's staff designated by the Mayor with daily consultation and support from the WDB President.
- I. “WDB Executive Staff” shall mean the WDB Executive Director and those members EWDD assigned to provide policy guidance to the WDB and to perform certain administrative tasks under the supervision of the Mayor or an appropriate member of the Mayor's staff designated by the Mayor with daily consultation and support from the WDB President.
- J. “Workforce Development Board” or “WDB” shall mean the Board appointed by the Mayor and confirmed by the City Council in accordance with the rules of WIOA and the State of California.
- K. “WorkSource/America’s Job Center of California” and “YouthSource Center” shall mean entities selected to operate WIOA-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 WDB members and filling vacancies in accordance with City procedures. The WDB shall notify the Mayor and the City Council of the existence of the vacancies and its recommendations for proposed WDB members by March 1 of each year. The Mayor shall, within thirty (30) days of receipt of the notice, transmit his appointments to the City Council.

The Mayor, the City Council and the WDB, in partnership, are responsible for approving the Regional Plan, WIOA Four (4) Year Local Plan which shall be modified to reflect changes in the local labor market and economy at the end of the first 2-year period, the Local Annual Plan, and any amendments to the plans. The Local Plan shall include a description of the actions the WDB will take toward becoming or remaining a high-performing board, consistent with the factors developed by the State Board. The Local Plan shall include a description of WDB’s vision and goals for preparing an educated and skilled workforce, including youth and individuals with barriers to employment, including goals related to performance accountability measures.

B. City Council

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

C. WDB

The WDB is responsible for providing lead policy direction on all matters pertaining to the overall WIOA program, the Four (4) Year Local Plan, the Local Annual Plan, including independent oversight and evaluation of such policy, in consultation with the Chair of the Council Committee responsible for WDB 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 WDB shall conduct research, data collection, and analysis related to the workforce needs of the regional and local economy. The WDB shall not operate a program or act as an employment or training entity with the use of WIOA funds. The WDB shall prepare an annual report on or before September 1 of each year to the LEO which describes the status of the WIOA program in the city, and provides the basis for the following year's program activities to be administered by the WIOA Administrative Entity, as well as any annual amendments to the Four (4) Year Plan.

The WDB shall convene local workforce development system stakeholders to assist in the development of the local plan and identify non-federal resources and support for workforce development activities.

The WDB shall lead efforts to engage employers, as well as develop linkages and establish industry and sector partnerships with employers.

The WDB shall lead efforts to develop and implement career pathways for youth and adults.

The WDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for job seekers, workers, and employers.

The WDB, in partnership with the chief elected official for the local area, shall conduct oversight of local workforce development programs/activities, and ensure the appropriate use, management and investment of workforce development funds.

The WDB, the chief elected official and the Governor shall negotiate and reach agreement on local workforce development performance measures.

The WDB shall designate and certify one-stop operators, select youth service deliverers, and identify eligible training providers.

The WDB shall review applications to provide adult education and literacy/Carl D. Perkins Career and Technical Education Act of 1973 activities in the local area, and make recommendations to promote alignment with Rehabilitation Act of 1973 services.

The WDB shall develop a budget for the activities of the WDB in the local area, consistent with the Local Plan and the duties of the WDB subject to the approval of the LEO.

The WDB may solicit and accept grants and donations for workforce development activities.

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

D. City of Los Angeles

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

E. Program Operation

1. Review of WDB Actions: The LEO and the WDB agree that any actions approved by the WDB relating to the WIOA program shall be submitted simultaneously to Mayor and the City Council for approval. Transmittals of WDB actions shall be signed by the WDB President and the WIOA Administrator.
2. Four-Year Plan/Modification of the Four-Year Plan/Local Annual Plan: The LEO and the WDB are each responsible for approving the Four (4) Year Plan, which meets the requirements of the WIOA and contains the broad program goals which shall be modified to reflect changes in the local labor market and economy at the end of the first 2-year period of the 4-year Local Plan, strategies and priorities upon which the overall program will be developed. The LEO and the WDB 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/America's Job Center of California 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/America's Job Center of California and YouthSource Center contractors; and, the contractor performance standards and provisions for enforcement thereof.

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

Therefore, upon approval of the Local Annual Plan, the WIOA Administrative Entity is authorized to take all steps necessary to implement the Local Annual Plan. No further Mayor, City Council or WDB 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 WIOA Administrator, or designee, is authorized to:

- a. Execute all necessary grant agreements related to the WIOA program with State, federal or other governmental agencies;
- b. Negotiate and execute agreements with program providers, WorkSource/America's Job Center of California Centers, YouthSource Centers, worksite agreements, leases, marketing contracts and other agreements and memoranda of understanding as necessary for implementation of the WIOA program as approved in the Local Annual Plan, subject to the approval of the City Attorney as to form and legality;
- c. Negotiate memoranda of understanding with other entities including employers and WIOA One-Stop Partners as described in the WIOA, as necessary and as authorized by this Agreement or other agreements under the WIOA;
- 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 WDB, or in an amount from twenty-five thousand dollars to two hundred fifty thousand dollars (\$25,000 to \$250,000) without the approval of

the WDB and subject to the approval of the City Attorney as to form and legality;

- e. Authorize the Office of the City Controller to disburse WIOA funds in accordance with the Local Annual Plan and the terms set forth herein, subject to the approval of the City Administrative Officer (“CAO”), and provide procedures for any technical adjustments to such instructions to the Controller; and
- 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 WIOA Trust Funds to receive WIOA funds from the State and federal government and to appropriate, transfer and disburse funds from these Trust Funds in accordance with the Local Annual Plan and upon demand of the WIOA Administrator; and
- b. Establish any other accounts and funds as necessary to administer the WIOA program as described in the Local Annual Plan and expend such funds upon proper demand of the WIOA Administrator.

G. Youth Council

The Youth Council shall be established as a committee of the WDB with its members appointed by the WDB Board. The relationship and authority of the Youth Council for youth activities under the WIOA shall be set forth in the Bylaws of the WDB. However, recommendations for selection of program operators and funding authorities shall be provided to the WDB by the Youth Council in sufficient time for them to be approved and incorporated into the Local Annual Plan. Implementation of the youth program shall be in accordance with the Program Operation procedures set forth in Section 3E.

H. Nomination and Appointment of WDB and Youth Council Members

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

- 1. The WDB shall solicit the names of candidates from City Council, the Mayor, and current WDB members for consideration by the WDB Nominations/Membership Committee. Names of nominees must be submitted with current resumes within fifteen (15) working days of receipt of notice from the WDB.

2. The WDB shall maintain a Nominations/Membership Committee which shall meet at least semi-annually to solicit and receive recommendations from business, labor, education, community-based service providers and other interested groups and individuals for membership on the WDB and the Youth Council, based on current vacancies.
3. The WDB shall transmit nominations to the Mayor and City Council by March 1st of each year.
4. The term of membership for each WDB or Youth Council member shall be for two years, and may be extended for additional two-year periods.
5. The President of the WDB shall serve for a one-year term, and shall be elected at the annual meeting of the WDB by WDB members. The term may be extended upon re-election. The President of the WDB shall be from the private sector. Nominations for the President of the WDB must be submitted to the WDB for consideration at least two months prior to the Annual Meeting
6. The President of the Youth Council shall be elected by members of the WDB and shall serve for a one-year term, which may be extended upon re-election.

I. Memoranda of Understanding

Consistent with an approved State plan, the WDB shall develop and enter into memoranda of understanding with one-stop partners, designate and certify one-stop operators, and conduct oversight with respect to the one-stop delivery system in the area.

SECTION 4 - PROGRAM ADMINISTRATION

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

- A. The WIOA Administrative Entity will identify and collect directly, or through the WorkSource/America's Job Centers of California and YouthSource Center contractors, all program and fiscal data necessary for managing the program.
- B. The WIOA Administrative Entity will maintain records for fixed assets and materials purchased with WIOA funds and or transferred to WIOA from the prior federal programs in accordance with guidelines provided by the State or federal governments under the WIOA.

C. The WIOA Administrative Entity, in accordance with the WDB's guidance and policies, the Local Plan, the Local Annual Plan(s), will be responsible for:

1. Developing and issuing requests for proposals for workforce investment systems and services as required by law and provided herein.
2. Establishing an Appeals Board, in consultation with the WDB, 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 WDB, the President of the Youth Council, the Chair of the Committee of the City Council responsible for WDB matters, and the Deputy Mayor responsible for Economic Development, or their designees.

The Appeals Board shall issue final funding decisions in accordance with the policies and procedures of the plans and this Agreement. All Appeals' Board decisions shall be final.

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

3. Procuring contractors and executing contracts for WIOA programs as further described in this Agreement. The procurement procedures shall (i) be consistent with WIOA requirements and State directives as they may be revised or replaced, (ii) be the City's procedures, except as modified herein, and (iii) provide for a new procurement for WorkSource/America's Job Center of California and YouthSource Center operators at least every Four (4) years.
4. Administering and monitoring all contracts for WIOA services during the term of said contracts.
5. Providing training and technical assistance to WIOA program operators.
6. Providing regular reports and analysis of contractor progress and program performance to the WDB and the LEO.
7. Auditing funds as required under the WIOA, providing for audit resolution, maintaining all records for audit purposes, and reporting the results of such audits to the WDB and the LEO.
8. Preparing reports, audits and evaluations of the WIOA program at the request of the LEO and/or WDB for their consideration at any time.
9. Collecting program income information by WIOA activities, and recommending the disposition of such funds as authorized by the LEO and the WDB.

10. Maintaining an inventory of WIOA resources and seeking additional resources, including the preparation of proposals for grant funds, consistent with the priorities of the WDB and applicable law.
- D. The WIOA Administrative Entity and WDB Executive Staff shall coordinate their respective administrative, policy and marketing responsibilities on the following activities, consistent with the policy priorities of the WDB:
1. Obtaining and disbursing labor market and demographic information.
 2. Developing the Four (4) Year Local Plan and the Local Annual Plan and related planning documents for consideration by the WDB and the LEO.
 3. Developing policy issues and developing recommendations for consideration by the WDB and the LEO.
 4. Coordinating with other City departments, governmental entities and other WIOA administrative entities, as necessary, for participation in regional planning efforts related to workforce development.

E. The WIOA Administrative Entity will provide support and assistance at all WDB meetings and make recommendations to the WDB on the prioritization and coordination of oversight, evaluation, and private sector involvement activities.

F. **Administrative and Program Budget**

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

The local grant recipient and/or the local fiscal agent shall disburse WIOA funds for workforce development activities at the direction of the local board.

G. **Public Notice Process**

The public shall have the right to notice and an opportunity to comment on the Four (4) Year Local Plan and Local Annual Plan(s) in accordance with all applicable State and federal requirements.

SECTION 5 - PROGRAM OVERSIGHT

The WDB and the City each have independent oversight responsibilities under WIOA. In carrying out these independent oversight responsibilities, the City and the WDB will make

good faith efforts to avoid unnecessary duplication of efforts. The WIOA Administrative Entity, upon request by the WDB, will provide staff and independent consultant support to the WDB to assist in its oversight and evaluation role.

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

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

SECTION 6 - WDB INDEPENDENCE AND FUNDING

- A. WDB 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 WDB, who is a mandatory partner under WIOA, apply for grant funds that impact the WDB, such member shall give prior notice to and consult with the WDB and City regarding such application.
- B. The WDB may solicit and accept private donations of funds. All such funds shall be deposited to the credit of the "Workforce Development Board of the City of Los Angeles," in an interest bearing Trust Fund for the WDB. These funds may be disbursed as authorized by the WDB through the WDB Treasurer, for all purposes in furtherance of the WIOA in the City. The WDB Treasurer shall render to the officers and the directors of the WDB, whenever they request it, an account of all transactions affecting the Trust Fund and of the financial condition of the corporation. The WDB 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 WDB and the Office of the City Controller an annual audit in accordance with standard government accounting standards. The WDB 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 WDB 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 WDB's non-profit corporation shall be deposited and expended in accordance with the WDB Bylaws.

SECTION 7 - WDB-CITY COOPERATIVE SUPPORT

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

SECTION 8 - CITY LEGISLATIVE PROGRAM

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

SECTION 9 - GENERAL PROVISIONS

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

A. Financial Liability

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

B. Resolution of Issues

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

C. City Attorney

The City Attorney shall act as legal counsel for the WDB in all WIOA-funded matters.

D. Grievances

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

E. Mayor and City Council Information

The WDB 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 WDB shall submit to the Mayor and City Council any annual financial and program performance reports.

F. WDB Bylaws

The WDB shall adopt Bylaws to govern its internal organization.

G. Public Access to Information

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

H. Term of Agreement

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

I. Amendments

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

SECTION 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 WIOA, and laws and regulations pertaining to labor, wages, hours and other conditions of employment and the City's anti-discrimination provision and Affirmative Action Plan, and any new or revised laws or regulations applicable to this Agreement.

SECTION 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 sixteen (16) pages, which constitute the entire understanding and agreement of the parties.

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

For WORKFORCE DEVELOPMENT BOARD
OF THE CITY OF LOS ANGELES

For THE CITY OF LOS ANGELES

BY: _____
CHARLES WOO
PRESIDENT
DATE _____

BY: _____
ERIC GARCETTI
MAYOR
CITY OF LOS ANGELES
DATE _____

APPROVED AS TO FORM AND
LEGALITY

BY: _____
CITY ATTORNEY
DATE _____

BY: _____
HERB J. WESSON, JR.
PRESIDENT
LOS ANGELES CITY COUNCIL
DATE _____

Council File Number _____
Said Agreement is Number _____

Adopted _____
of City Contracts