

# REPORT OF THE CHIEF LEGISLATIVE ANALYST

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DATE: June 13, 2024  
TO: Honorable Members of the Trade, Travel, and Tourism Committee  
FROM: Sharon M. Tso *ST* Chief Legislative Analyst  
Council File No. 21-0647-S4  
Assignment No. 21-12-0932

## **Workforce Development Board/Local Elected Officials Two-Year Agreement**

### **SUMMARY**

On June 30, 2021, Council instructed our Office, in consultation with the City Attorney, to review and negotiate the Workforce Development Board (WDB) and Local Elected Officials (LEO) Four-Year Agreement (Agreement) on behalf of the City Council, and report with recommendations for its implementation (C.F. 21-0647). The current Agreement was approved by Council in June 2016 (C.F. 16-0475) with multiple extensions approved in subsequent years (C.F. 20-0673; C.F. 21-0647; C.F. 12-0602-S5; C.F. 12-0602-S7) and is set to expire on June 30, 2024 (C.F. 12-0602-S7).

Evaluation and clarification of substantial WIOA State and Federal requirements; current program and financial practices regarding the Los Angeles Regional Planning Unit (LARPU); discussions with the Mayor, WDB Executive Director, and City Attorney; and the COVID pandemic lead to extended discussions concerning the actions that could enhance Council involvement with the WDB. The attached Agreement benefits from the time required to complete these discussions.

WDB staff have reviewed the current Agreement and recommend changes, which have been discussed with the WDB executive director, Mayor's Office, City Attorney, and WDB members. As instructed by Council, our Office, with the assistance of the City Attorney, has reviewed the draft Agreement (Attachment A) and recommends additional changes to improve and maximize accountability, efficiency, and oversight of the City's workforce development programs and services, pursuant to the now-expired Workforce Innovation and Opportunity Act (WIOA).

The proposed Two-Year Agreement allows staff additional time to clarify outstanding ambiguities surrounding contract language, ensuring the faithful execution of the WDB/LEO Agreement instructions, and the formulation of a private donation policy while executing an agreement with a number of important changes.

This report includes: 1) background information regarding the federal WIOA; 2) a description of regional planning programs; and 3) an overview of the draft WDB/LEO Two-Year Agreement.

## **RECOMMENDATION**

That the City Council:

1. Authorize the Mayor and Council President to execute the Workforce Development Board (WDB)/Local Elected Officials (LEO) agreement, which will become effective July 1, 2024.
2. INSTRUCT the Economic and Workforce Development Department (EWDD) to provide quarterly updates to Council demonstrating the fulfillment of all obligations of the WDB/LEO Agreement, including but not limited to the Annual Plan, Mid-Year Report, and Los Angeles Regional Planning Unit (LARPU) Report.
3. INSTRUCT the CLA, in consultation with the Mayors Office, City Attorney, and WDB, to revise the WDB/LEO Agreement to evaluate appointment procedures, donation policies, and other relevant elements as needed.

## **FISCAL IMPACT**

Approval of the CLA recommendations will have no impact on the General Fund.

## **BACKGROUND**

This section provides an overview of the WIOA and its requirements surrounding local development boards, current related reports transmitted to Council, and regional planning efforts for local and regional workforce development activities.

### **Workforce Innovation and Opportunity Act (WIOA)**

The WIOA was signed into federal law in 2014 to assist job seekers access employment, education, and training services to succeed in the labor market and to match employers with skilled workers needed to compete in the global economy. WIOA is the successor legislation to the Workforce Investment Act (WIA) of 1998, which provided employment and training services for adults, dislocated workers, and youth, and provided vocational rehabilitation services.

WIOA provides federal funds to local jurisdictions to implement and administer workforce development programs, authorizing partnerships among local elected officials, the business community, and other designated stakeholders to do so. The law also authorizes local elected officials—for the City, the Mayor and Council—to perform oversight over the administration of WIOA funds and take certain actions to address the economic development needs of the local area. The WDB Bylaws require between 23 and 39 voting members duly appointed by the Mayor and confirmed by the Council. Pursuant to federal law, a majority of WDB members must be representatives of businesses and no less than 20 percent shall represent labor organizations. Members are appointed to two-year terms and officers of WDB standing committees,<sup>1</sup> including

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<sup>1</sup> WDB Standing Committees include the WDB Oversight Committee, the WDB Business Services, the Marketing and Resource Development Committee, the WDB Nominations/Membership Committee, and the WDB Youth Council.

the WDB Chair, are subject to a vote of the full WDB (C.F. 21-0647-S1). Appointees are not subject to term limits.

According to the WIOA, the LEO and WDB share authority, responsibility, and oversight for WIOA workforce development funds, programs, and services. The City's WIOA administrator is the Economic Workforce and Development Department (EWDD), which acts as the entity responsible for the receipt of WIOA grants and implementation of WIOA-related programs.

### **Mid-Year Report and Annual Plan Transmittals**

Each year EWDD transmits two documents to Council that describe ongoing workforce development activities in the City: 1) the Local Annual Plan; and 2) the Mid-Year, or "Carry-In" Report.

The Local Annual Plan (AP) establishes the priorities, strategies, policies, budget, and timeline for the City's Workforce Development System (WDS). The AP assembles a framework of long-term strategic initiatives set forth to achieve the City's goal of placing its residents on the path to economic security through equity-focused strategies that create and expand living-wage jobs and remove barriers to employment for City residents facing the greatest economic disparities. Also included in the AP transmittal to Council are summaries of total workforce revenues and expenditures, anticipated new workforce program revenues, and recommended future program funding priorities. The Fiscal Year 2023-24 AP allocated approximately \$111.5 million from various federal, State, and local sources for workforce development programs (C.F. 23-0602).

The Mid-Year, or "Carry-In" Report requires EWDD to prepare a report to the WDB, City Council, and Mayor that identifies all carry-in funds from the prior program year and adjustments to actual revenues received for the current program year, along with recommendations regarding the use of such funds. According to the Fiscal Year 2023-24 Mid-Year Report, total revenue to date for EWDD is \$114.5 million, which represents a \$3 million increase over the original projection of \$111.5 million (C.F. 23-0602-S1). As such, EWDD recommended an additional \$1.8 million in new funding allocations for service providers to enhance services at City facilities such as WorkSource Centers and YouthSource Centers.

Both transmittals include valuable information to Council regarding ongoing workforce development programs throughout the City, but the large amounts of information contained therein has created difficulties in reviewing their contents.

### **Los Angeles Basin Regional Planning Unit**

The Los Angeles Basin Regional Planning Unit (LARPU) aims to develop and implement economic development and workforce activities across economically connected but distinct jurisdictions. Because the regional decision-making process impacts workforce related activities of the City's workforce, employers, and other stakeholders, the Council should be informed and play an active role in determining how to best serve the Los Angeles residents available to the City through regional plans.

The LARPU represents WDBs from seven jurisdictions:

- 1) City of Los Angeles Workforce Development Board;
- 2) Los Angeles County Workforce Development Board;
- 3) Verdugo Workforce Development Board;
- 4) Foothill Employment and Training Connection;
- 5) Pacific Gateway Workforce Innovation Network;
- 6) South Bay Workforce Investment Board; and
- 7) Southeast Los Angeles County Workforce Development Board.

EWDD has communicated to our office that the State has increasingly allocated money to RPUs for specific workforce development purposes. For example, the LARPU applied for \$17 million of State Prison to Employment (P2E) funds. The program's goal is to expand employment training services to the reentry population by creating a systematic partnership between rehabilitative programs within the California Department of Corrections and Rehabilitation (CDCR) and the State workforce system. In January 2020, the City received \$2.8 million of the funds awarded to the region.

#### **Proposed WDB/LEO Agreement**

The most recent City WDB/LEO Agreement was approved on June 24, 2016 (C.F. 16-0475) for the term July 1, 2016 through June 30, 2020. Council has approved several extensions to the Agreement (C.F. 20-0673; C.F. 21-0647; C.F. 12-0602-S5; C.F. 12-0602-S7) to continue workforce development services, while the Mayor, Council, and WDB evaluated opportunities to improve accountability with regard to the implementation of WDB programs through increased Council involvement.

After numerous meetings with the Mayor's Office, City Attorney, and WDB Executive Director, our Office has identified a number of changes to the WDB/LEO Agreement aimed at providing more transparency over WDB activities and additional Council oversight of WDB funds. A concise description of the proposed changes is provided below:

1. According to Section 3 (C): Council will now receive a third annual transmittal from EWDD on or before October 31 each year, which will include information regarding regional grants. The report will include a summary of all regional grants available to the LARPU, applications submitted by the LARPU, and all grants awarded to the LARPU. This report will also include any agendas and minutes from LARPU meetings so that Council is informed of any relevant actions and outcomes.
2. Also included in Section 3 (C): the annual Mid-Year report will be transmitted to Council on or before January 31 instead of September 1, which should allow Council more time to review the substantial amount of information contain therein.

3. Section 3 (G) has been edited to clarify the nomination and selection of WDB members. The previous version discussed matters relating to the Youth Council, which added confusion regarding the nomination of all members of the WDB versus Youth Council members.
4. According to Section 5 (D): the Assistant General Manager of EWDD, or their designee, shall attend LARPU meetings to enhance the role of the WDB in regional planning activities. This change should grant the WIOA administrator an enhanced role in the implementation of WIOA programs. This third report should grant Council more oversight over additional workforce development funding sources and administrative tasks.

Aside from the revisions to the WDB/LEO Agreement, the WDB and Mayor's Office have agreed to implement additional administrative changes. First, nominations to the WDB will include a transmittal to Council containing more information concerning the nominees, including the specific WDB commissioner type satisfied by said appointment, a detail that had been missing from previous Council transmittals. Second, the WDB website now provides more examples of how it is in compliance with state and federal regulations, such as the types of programs offered to Los Angeles residents in the Adult Services, Youth Services, and Employer and Business Services fields. Lastly, the Mayor's Office and EWDD will present an update on the Annual Plan to the Trade, Travel, and Tourism Committee (TTT), or its successor, in April of each year that will include an overview of the report and projected revenues and expenditures for the upcoming fiscal year.

The proposed amendments to the WDB/LEO Agreement alongside the new administrative changes allow Council to exert more oversight over WDB activities. LARPU grants consistently total millions of dollars, which have historically been implemented without substantial Council involvement. Lastly, this new agreement gives Council additional time to review the significant expenditures allocated by EWDD in the Mid-Year and AP, which have historically been transmitted to Council without sufficient time to review their contents.

Ambiguities surrounding the private donation policy, notifications to Council surrounding the execution of WDB/LEO Agreement instructions, and additional clarifying language could improve transparency of WDB activities and enhance Council oversight.

  
Henry Flatt  
Analyst

Attachments:

- A. WDB-LEO Agreement

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

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

RECITALS

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

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

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

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

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

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

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

## **SECTION 1 - REPRESENTATIVES OF THE PARTIES**

- A. The representative of the City shall be:

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

- B. The representative of the WDB shall be:

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

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

## **SECTION 2 - DEFINITIONS**

- A. "City of Los Angeles" or "City" shall mean the City of Los Angeles, a municipal corporation established under the laws of the State of California, governed by its City Council and Mayor under the terms of its Charter.
- B. "Four-Year Local Plan" shall mean the Four-Year Local Plan required to be developed under Section 108(a) of the WIOA and California Unemployment Insurance Code Section 14206 and contain the matters identified in Section 108(b) of the WIOA. In addition, the Local Plan shall include a description of the actions the WDB will take toward becoming or remaining a high-performing board, consistent with the factors developed by the State. The Four-Year Local Plan shall include a description of WDB's vision and goals for preparing an educated and skilled workforce, including youth and individuals with barriers to employment, including goals related to performance accountability measures.
- C. "Los Angeles Basin Regional Planning Unit" or "LARPU" shall be used to collectively refer to the seven local workforce development areas in the County of Los Angeles, to wit: City of Los Angeles, County of Los Angeles, Foothill, Long Beach, South East Los Angeles County, South Bay, and Verdugo.
- D. "Local Annual Plan" shall mean a plan adopted for each year of the program which shall contain the administrative and program budget and service strategies, program goals and priorities for the subsequent year. The Local Annual Plan shall also contain the WorkSource Center/America's Job Center of California and YouthSource Center contractor certification criteria and the

procedures to decertify a provider in accordance with State and federal requirements; the allocation of funding amounts to WorkSource Center/America's Job Center of California and YouthSource Center contractors; and, the contractor performance standards and provisions for enforcement thereof.

- E. "Local Elected Officials" or "LEO" shall mean the Mayor, the chief elected officer of the City, and the City Council.
- F. "WDB Executive Director" shall mean the chief executive officer of the WDB who is selected by the Mayor to provide policy advice to the WDB and to perform certain policy-related tasks under the supervision of the Mayor or an appropriate member of the Mayor's staff with daily consultation and support from the WDB President.
- G. "WDB Executive Staff" shall mean the WDB Executive Director and those City employees assigned to provide policy advice to the WDB and to perform certain policy-related tasks under the supervision of the Mayor or an appropriate member of the Mayor's staff with daily consultation and support from the WDB President.
- H. "WIOA Administrative Entity" shall mean the Economic and Workforce Development Department, a department of the City ("EWDD").
- I. "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.
- J. "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.
- K. "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.
- L. "Workforce Development Board" or "WDB" shall mean the Board established by the City as a non-profit, public benefit corporation and certified by the Governor of the State of California and whose members are appointed by the Mayor and confirmed by the City Council in accordance with the WIOA, the criteria established by the Governor of the State of California and the City's Charter.
- M. "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.

- N. "WorkSource Center/America's Job Center of California" and "YouthSource Center" shall mean entities selected to operate WIOA-funded programs through a WorkSource Center/America's Job Center of California for adults or a YouthSource Center for youth.

**SECTION 3 - PRIMARY RESPONSIBILITIES**

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

- A. Mayor

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

- B. City Council

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

- C. WDB

The WDB shall have the duties and responsibilities of the local workforce development board as set forth in the WIOA and has, pursuant to Section 5 herein, delegated certain of those administrative duties and responsibilities to the WIOA Administrative Entity. The WDB shall not operate a program or act as an employment or training entity with the use of WIOA funds.

The WDB shall approve and transmit Mid-Year report on or before January 31 of each year to the LEO which describes the status of the WIOA program in the city, and provides the basis for the following year's program activities to be administered by the WIOA Administrative Entity, as well as any annual amendments to the Four-Year Local Plan.

In addition, on or before October 31 of each year, the WDB shall prepare and transmit a report regarding regional grants. This report shall include a summary of all regional grants available to the LARPU, applications submitted by LARPU, and all grants awarded to LARPU. The report shall also include any agendas and minutes from LARPU meetings so that the WDB and the City Council are informed

of any relevant actions and outcomes.

D. City of Los Angeles

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

The WDB Executive Director will be selected by the Mayor with participation by the WDB President. The WDB Executive Director will advise the WDB on procedure, precedents and policies, and will perform a variety of policy-related functions at the direction of the WDB President. Supervision will be from the Mayor or an appropriate member of the Mayor's staff, with daily consultation and support from the WDB President. On an as-needed basis, staff of the LEO, including the Chair of the Council Committee responsible for WDB matters, may request briefings and documents related to the WDB from the WDB and/or the WIOA Administrator.

E. Office of the City Controller

The Office of the City Controller is authorized to:

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

F. Youth Council

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

## G. Nomination and Appointment of WDB

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

1. The WDB shall solicit the names of candidates for WDB from the City Council, the Mayor, and current WDB members for consideration by the WDB Nominations/Membership Committee. Names of nominees must be submitted with current resumes within fifteen (15) working days of receipt of notice from the WDB.
2. The WDB shall maintain a Nominations/Membership Committee which shall meet at least semi-annually to solicit and receive recommendations from business, labor, education, community-based service providers and other interested groups and individuals for membership on the WDB based on current vacancies.
3. The WDB shall transmit nominations for WDB members to the Mayor and City Council by March 1 of each year.
4. The term of membership for each WDB member shall be for two years, and may be reappointed 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

## SECTION 4 - PROGRAM OPERATION

### A. Review of WDB Actions

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

### B. Regional Plan

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

of California.

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

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

D. Adoption/Implementation of Local Annual Plan

The LEO and the WDB shall approve a Local Annual Plan. The LEO and WDB agree that the WIOA Administrative Entity requires management flexibility to administer the WIOA program, and therefore authorize the WIOA Administrative Entity to implement the Local Annual Plan as set forth herein.

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

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

legality;

5. Authorize the Office of the City Controller to disburse WIOA funds in accordance with the Local Annual Plan and the terms set forth herein, subject to the approval of the City Administrative Officer ("CAO"), and provide procedures for any technical adjustments to such instructions to the Controller; and
6. Employ persons as provided in the Local Annual Plan in a timely manner.

## **SECTION 5 - PROGRAM ADMINISTRATION**

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

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

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

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

3. Procuring contractors and executing contracts for WIOA programs as further described in this Agreement. The procurement procedures shall (i) be consistent with WIOA requirements and State directives as they may be revised or replaced, (ii) be the City's procedures, except as modified herein, and (iii) provide for a new procurement for WorkSource Center/America's Job Center of California and YouthSource Center operators at least every four (4) years.
  4. Administering and monitoring all contracts for WIOA services during the term of said contracts.
  5. Providing training and technical assistance to WIOA program operators.
  6. Providing regular reports and analysis of contractor progress and program performance to the WDB and the LEO.
  7. Auditing funds as required under the WIOA, providing for audit resolution, maintaining all records for audit purposes, and reporting the results of such audits to the WDB and the LEO.
  8. Preparing reports, audits and evaluations of the WIOA program at the request of the LEO and/or WDB for their consideration at any time.
  9. Collecting program income information by WIOA activities and recommending the disposition of such funds as authorized by the LEO and the WDB.
  10. Maintaining an inventory of WIOA resources and seeking additional resources, including the preparation of proposals for grant funds, consistent with the priorities of the WDB and applicable law.
- D. The WIOA Administrative Entity and WDB Executive Staff shall coordinate their respective administrative, policy and marketing responsibilities on the following activities, consistent with the policy priorities of the WDB:
1. Obtaining and disbursing labor market and demographic information.
  2. Developing the Four-Year Local Plan, the Local Annual Plan, the Regional Plan, and all other planning documents for consideration by the WDB and the LEO. In particular, a draft of the Local Annual Plan shall be submitted to the WDB and LEO on or before May 31 of each for consideration and

approval.

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.
  5. The WIOA Administrative Entity's Assistant General Manager or her/his designee shall attend LARPU meetings to enhance WDB's role in the regional activities.
- E. The WIOA Administrative Entity will provide support and assistance at all WDB meetings and make recommendations to the WDB on the prioritization and coordination of oversight, evaluation, and private sector involvement activities.
- F. Administrative and Program Budget

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

G. Public Notice Process

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

## **SECTION 6 - PROGRAM OVERSIGHT**

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

The WDB and the City shall review the performance and assess the benefits, productivity and impact of the WIOA-funded programs. The WIOA Administrative Entity shall conduct contractor monitoring to ensure contract compliance and program accomplishment. The WIOA Administrative Entity shall ensure that annual monitoring of the system for performance, program and contractual compliance, fiscal integrity and customer

satisfaction is provided in accordance with detailed monitoring procedures described in the Local Annual Plan.

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

## **SECTION 7 - WDB INDEPENDENCE AND FUNDING**

- A. WDB acceptance of grant funds from other public agencies shall require the approval of the LEO. Should a member of the WDB, who is a mandatory one-stop partner under WIOA, apply for grant funds that impact the WDB, such member shall give prior notice to and consult with the WDB and LEO regarding such application.
- B. The WDB may solicit and accept private donations of funds. All such funds shall be deposited to the credit of the "Workforce Development Board of the City of Los Angeles," in an interest bearing bank account established by the WDB With quarterly expenditure reports to the LEO. These funds may be disbursed as authorized by the WDB through the WDB Treasurer, a WDB member appointed by the WDB, for all purposes in furtherance of the WIOA program in the City. The WDB Treasurer shall render to the officers and the directors of the WDB, whenever they request it, an account of all transactions affecting the bank account and of the financial condition of the corporation. The WDB Treasurer will report to the LEO, CAO and the Office of the City Controller of the status of the bank account, including the nature and amount of all transactions, on a quarterly basis and shall furnish to the WDB and the Office of the City Controller an annual audit in accordance with standard government accounting standards. Private funds solicited by WDB will be reported quarterly to the LEO, the CAO and the Controller, and annually to the LEO, including source and condition of funds, and the nature and amount of all disbursements.

## **SECTION 8 - WDB-CITY COOPERATIVE SUPPORT**

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

## **SECTION 9 - CITY LEGISLATIVE PROGRAM**

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

## **SECTION 10 - GENERAL PROVISIONS**

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

### **A. Financial Liability**

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

### **B. Resolution of Issues**

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

### **C. City Attorney**

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

### **D. Grievances**

The WIOA Administrative Entity shall develop and manage a system to hear and resolve grievances brought by program participants, program providers, and

other interested parties as required by the WIOA.

E. LEO Information

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

F. WDB Bylaws

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

G. Public Access to Information

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

H. Term of Agreement

The term of this Agreement shall commence on July 1, 2024, and shall continue for two years thereafter. Either party may terminate this Agreement upon providing sixty (60) days advance written notice to the other party.

I. Amendments

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

J. Training

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

## **SECTION 11 - COMPLIANCE WITH LAWS AND REGULATIONS**

Both parties agree that in the performance of this Agreement they shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles and City of Los Angeles, including but not limited

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

**SECTION 12 - COMPLETE AGREEMENT**

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

This Agreement is executed in six (6) duplicate originals, each of which is deemed to be an original. This Agreement includes fifteen (15) 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.

By: \_\_\_\_\_  
KAREN BASS  
Mayor

By: \_\_\_\_\_  
PAUL KREKORIAN  
City Council President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

Date: \_\_\_\_\_

[SIGNATURE PAGE CONTINUED]

**WORKFORCE DEVELOPMENT BOARD OF THE CITY OF LOS ANGELES**

By: \_\_\_\_\_  
CHARLES WOO  
President

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_