**LOCAL CHIEF ELECTED OFFICIAL (CEO) AGREEMENT BETWEEN WORKFORCE DEVELOPMENT BOARD AND THE BOARD OF**

**SUPERVISORS**

# GENERAL

* 1. This agreement is entered into between the Workforce Development Board of the County of Alameda (hereinafter “WDB”) and the Board of Supervisors of the County of Alameda (hereinafter “BOS”) for the purpose of implementing programs under the Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. Section 3101 *et seq.* (hereinafter “WIOA”).
  2. The purpose of this agreement is to detail the respective roles and responsibilities of the parties in administering funds and programs under WIOA.
  3. The effective date of this agreement is the date of the approval of the agreement by BOS. This agreement shall remain in effect until terminated by one of the parties or at the end of federal fiscal year 2028 (9/30/28), whichever is earlier. Either party may terminate the agreement, by giving the other party thirty (30) days written notice of intent to terminate, and the agreement shall terminate thirty days from the date of the notice.

# RECITALS AND DEFINITIONS

* 1. The Governor of California (hereinafter “Governor”) designated the County of Alameda, excluding the City of Oakland, as a Local Workforce Development Area (hereinafter “LWDA”), pursuant to WIOA Section 106. The LWDA consists of the cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Piedmont, Pleasanton, San Leandro, and Union City, and all unincorporated areas of the County of Alameda.
  2. The Governor established the Regional Planning Units (hereinafter “RPU”). The County of Alameda is in the East Bay RPU.
  3. The BOS is the Local Chief Elected Official (hereinafter “CEO”) as defined in WIOA Section 3(9)(A).

1. The WDB is the Local Workforce Development Board as defined in WIOA Sections 3(33) and 107. The Local Workforce Development Board is an entity composed of members appointed by the CEO and supported by County of Alameda staff who collaborate with the CEO in planning, oversight, and evaluation of local workforce investment and are governed by WIOA and California Unemployment Insurance Code Section 14200, *et.seq*.
2. The BOS established the WDB pursuant to WIOA Section 107. The BOS approved the current composition of the WDB and appointed the members of the WDB on March

8, 2016. It is within the discretion of the BOS to change the composition of the WDB as it determines necessary, so long as the BOS adheres to the WDB composition requirements pursuant to WIOA Section 107. The BOS continues to appoint members as vacancies occur on the WDB.

1. The Alameda County Social Services Agency (hereinafter “SSA”) is an agency of the County of Alameda under the jurisdiction of the BOS. The WDB Division is a division of the SSA. The Executive Director of the WDB is the Director of the WDB Division of the SSA, (hereinafter “WDB Director”).
2. The Auditor-Controller of the County of Alameda (hereinafter “Auditor-Controller”) is that person elected as Auditor of the County of Alameda.
3. “Workforce development funds” are WIOA and discretionary (non-WIOA) grant funds allocated to the LWDA. ~~pursuant to Section 128 and 133 of WIOA~~
4. Pursuant to WIOA Section 107(d)(12)(B)(i)(I), the BOS is the local grant recipient for workforce development funds allocated to the LWDA and is responsible for such funds as provided under the WIOA. Pursuant to WIOA Section Section107(d)(12)(B)(i)(III), the BOS is to disburse workforce development funds for approved workforce development purposes when so requested by the WDB, in accordance with the Local Plan approved in partnership with the BOS and the WDB and in accord with the WIOA regulations.
5. BOS may be the grant recipient of East Bay RPU funds in accordance with the State WDB policy.

# APPOINTMENT AND GOVERNANCE OF WDB

* 1. The BOS shall appoint members to the WDB, in accordance with criteria established by the Governor under WIOA Section 107(b) and California Unemployment Insurance Code Section 14202. The WDB shall notify the County Administrator’s Office in writing of any vacancy on the WDB.
  2. The BOS is authorized to approve, adopt, or revise a WDB Conflict of Interest Code or amendments thereto, in accordance with California State laws governing conflicts of interest, including but not limited to the Political Reform Act of 1974 (Government Code Section 81000 *et seq.*)*.*
  3. The BOS agrees to review a decision of the WDB to remove a member of the WDB or if such review is requested by the removed member, in accordance with Articles 3.8.5 of the WDB Bylaws. The WDB agrees to abide by the decision of the BOS concerning removal of a member of the WDB.

# FISCAL RESPONSIBILITIES AND OVERSIGHT

* 1. The WDB shall develop a plan and a budget, that is consistent with the Local Plan and Regional Plan for carrying out its statutory duties, subject to the approval of the BOS, and pursuant to WIOA Section 107(d)(12)(A) and California Unemployment Insurance Code Section 14206. Such plan and budget shall be developed by the WDB in cooperation with the BOS. Such plan and budget shall be mutually approved by the WDB and the BOS.
  2. Pursuant to WIOA Section 107(d)(8)(A)(ii) and 107(d)(8)(B), the WDB shall ensure the appropriate use and management of workforce development funds.
  3. Pursuant to WIOA Section 107(d)(12)(B)(i)(I), the BOS shall act as the local or regional grant recipient for workforce development funds.

1. The BOS has authorized the SSA to assume primary responsibility for administration of workforce development funds to be used in accordance with the WDB plans and consistent with the WIOA. The SSA shall work with the Auditor-Controller’s Office for the administration of workforce development funds.
2. On behalf of the WDB, the WDB Director will request disbursals from workforce development funds only in accordance with the mutually approved WDB Local Plan and Regional Plan. Subject to the approval of the SSA and Auditor-Controller, disbursements of $25,000 or less may be authorized by the WDB Director at the direction of the WDB. Disbursals in excess of $25,000 are subject to approval by the BOS. Whenever the WDB seeks to have the SSA disburse funds in excess of $25,000, the SSA shall request BOS approval. Pursuant to WIOA 107(d)(12)(B)(i)(III), the BOS shall authorize disbursal of workforce development funds for workforce development activities in accord with the Local Plan, when requested to do so by the WDB, provided that the disbursement does not violate a provision of WIOA or any other provision of law or the policies of the County Auditor-Controller, the SSA, or the BOS.
3. The SSA and the WDB shall be jointly responsible to ensure compliance with all County, State, and federal accounting, auditing, and monitoring requirements, including, but not limited to, the requirements set forth in 2 CFR 200.
4. Should the BOS fail to timely authorize the disbursal of workforce development funds when requested by the WDB Director, the parties shall use the dispute resolution procedures described in Section H of this Agreement.
5. The BOS, through the Auditor-Controller’s Office, shall direct the SSA, as the fiscal agent for the WDB, to make certain that the WDB’s budget and expenditures are properly maintained and accurate and that payments and reimbursements of WDB expenditures are approved by the WDB Director or WDB Assistant Director, and in accordance with the Local Plan and Regional Plan developed in partnership with the WDB and the BOS. The purpose of SSA’s fiscal oversight of the WDB is to ensure the safekeeping of funds, to prepare all financial reports, and to review financial transactions, in accordance with the laws and regulations pertaining to the WIOA.
6. Pursuant to and in accordance with a resolution of the BOS dated April 26, 2011, the following persons are authorized to execute all plans, plan modifications, plan adjustments, grants, grant applications, sub-grant agreements, or any other document amendments connected with the administration of all ~~WIOA~~ workforce development funds, whether derived from WIOA Federal funds or otherwise: SSA Director, SSA Assistant Agency Director, and WDB Director. The BOS may, in its discretion, authorize the WDB Assistant Director or designee to execute all or some such documents. Should the positions listed in this paragraph be filled by other individuals in the future, the BOS hereby authorizes such individuals to execute the documents listed in this paragraph.
7. The WDB may solicit and accept grants and donations from sources other than WIOA Federal funds, pursuant to WIOA Section 107(d)(12)(B)(ii)), and subject to BOS approval of any agreement related to such grant or donation. Such grant funds and donations shall be subject to the same financial oversight by SSA as WIOA Federal funds and as more fully set forth above.
8. The BOS shall be accountable for workforce development funds received in accord with WIOA Section 107(d)(12)(B)(i). To the extent WDB members are acting within the scope and course of their duties as WDB members, the County will indemnify the WDB for liability arising from the misuse of workforce development funds. Nothing provided herein shall be construed to obligate the County to indemnify the WDB or WDB members for any liability that results from the intentional misconduct of any WDB member.

# PROGRAM, POLICY AND PLANNING FUNCTIONS

* 1. Pursuant to WIOA Section 107(d), the WDB and BOS shall cooperate to carry out the following functions:
     1. The WDB, in partnership with the BOS, shall develop and submit to the State and the Governor an approved comprehensive Local Plan, as described in WIOA Section 108. All funds disbursed shall be in accordance with such Local Plan.
     2. The WDB, with the agreement of the BOS, shall designate and certify one America’s Job Center of California (AJCC) operator, negotiate a memorandum of understanding with the mandatory AJCC partners, and conduct oversight with respect to the entire Career Center System, all pursuant to WIOA Section 121.
     3. The WDB, upon agreement by the BOS, in accord with its memorandum of understanding, may terminate the eligibility of the AJCC.
     4. The WDB, in consultation with the BOS, shall conduct oversight with respect to programs of youth activities, to ensure both fiscal and programmatic accountability pursuant to 20 CFR Section 664.110.
     5. The WDB, in partnership with the BOS, shall conduct oversight with respect to employment and training activities and the Career Services System.
     6. The WDB, the BOS, and the Governor's Office shall negotiate and reach agreement on local performance measures as described in WIOA Section 116(c).
  2. The WDB is responsible for carrying out the approved Local Plan and developing policies and programs to implement the Local Plan using workforce development funds contained within the budget. The BOS delegates to the WDB Director responsibility for administering such policies and programs in accordance with the approved Local Plan and budget and in accordance with the directives of the WDB. The BOS does not authorize or direct the WDB Director to fund any program or carry out any activity unless it is in strict accordance with the approved Local Plan and the budget and approved by the WDB.
  3. The WDB is responsible for carrying out the approved Regional Plan and developing policies and programs to implement the Regional Plan using workforce development funds contained within the budget and as additional funding is received by the East Bay RPU. The BOS delegates to the WDB Director responsibility for administering such policies and programs in accordance with the approved Regional Plan and performance measures negotiated by the East Bay RPU members and the State.
  4. The WDB Director, following delegation from the BOS and the directions and policy guidance of the WDB, is responsible for implementing workforce development programs and policies; administering program funding determinations within the four-year plan and the budget approved by the WDB and the BOS; implementing the terms of the Memorandum of Understanding between the WDB and AJCC mandated partners; developing grievance procedures for customers and stakeholders of the workforce development system; administering requests for proposal; negotiating contracts and grant agreements; monitoring the performance of the Career Service System; and other activities consistent with law.
  5. The WDB, in accordance with the BOS adoption of Vision 2036, shall incorporate strategic priorities into its employment program and workforce system planning; and shall align with l0X Goals, specifically “Employment for All”. The Local Plan shall reflect the operating principles established by the BOS in the Vision 2036 framework.

# IDENTIFICATION OF SERVICE PROVIDERS

* 1. The WDB is responsible for carrying out all of the functions pursuant to WIOA Section 107(d). All awards of grants and contracts are subject to approval by the BOS. The BOS shall approve such awards in accordance with the Local Plan or Regional Plan and within the budget unless an award violates a provision of WIOA or any Board policy. If the BOS fails to approve an award, the parties shall utilize the dispute resolution procedures set forth in Section H of this Agreement.
     1. The WDB shall identify eligible providers of youth activities by awarding grants or contracts on a competitive basis and in accordance with the BOS contracting policies and based on the recommendations of the Youth Committee.
     2. The WDB shall identify eligible providers of adult and dislocated worker career services, including the operator(s) of the AJCC by awarding grants or contracts thorough a competitive procurement process and in accord with the foregoing provisions.
     3. The WDB shall identify eligible service providers through a competitive procurement process for targeted workforce services deemed necessary for the implementation of awarded State and Federal discretionary grant dollars (non-WIOA) to the Alameda County WDB or to the East Bay RPU, when designated by the East Bay RPU members.

# WDB DIRECTOR AND STAFF

* 1. The BOS, with the assistance of SSA and County Human Resource Services, using WIOA budgeted funds, shall assist in the staffing of the WDB with a WDB Director, an WDB Assistant Director, and a WDB Secretary. The BOS shall authorize the SSA to provide additional staff to the WDB using WIOA budgeted funds provided that funding for such staff is included in the budget developed by the WDB, subject to BOS approval as provided in Section D.9 of this agreement. Staff to the WDB will be employed by the County of Alameda.
  2. The WDB and the BOS shall use the following procedures for selecting, appointing, reporting relationship, and performance evaluation of the WDB Director.
     1. The BOS shall approve any changes to the classification for the WDB Director position as designated by the Alameda County Human Resources Department in consultation with the WDB.
     2. Should the position of WDB Director become vacant, the Alameda County Human Resources Department and/or the SSA Human Resources Department shall recruit candidates for the WDB Director position according to standard procedures for the classification and in compliance with County Civil Service Rules.
     3. A joint committee composed of representatives of SSA management and WDB members will screen candidates for the WDB Director position who have been certified to an eligible list after Civil Service examination.
     4. The joint committee will refer a candidate or candidates for appointment to the Director of the SSA. The SSA Director shall have sole appointing authority, provided that the SSA Director shall only appoint a candidate recommended by the joint committee.

1. The WDB Director shall be supervised by the SSA Agency Director (hereinafter “Assistant Agency Director delegate”). The WDB Director shall report to the WDB for policy direction and system oversight, and to the SSA Agency Director or SSA Assistant Agency Director for fiscal and administrative operating procedures.

(f) The WDB Chairperson and the SSA Agency Director (and/or the Assistant Agency Director delegate) shall jointly prepare performance evaluations of the WDB Director at intervals established by SSA management procedures. The SSA Director shall oversee all areas of needed improvement or discipline recommended in the performance evaluation.

* 1. The WDB Director and/or WDB Assistant Director or designee shall select and supervise all subordinate staff to the WDB, subject to County of Alameda civil service and human resources procedures. The WDB Director and/or WDB Assistant Director or designee may also select and supervise project staff to the WDB as specified in the Local Plan.

# DISPUTE RESOLUTION

* 1. The parties agree to use the following dispute resolution procedures in the event:
     1. The BOS and WDB fail to agree on a decision or action which requires the cooperation of the parties pursuant to this Agreement or the WIOA.

1. The BOS fails to authorize a contract, grant, or disbursement of funds that is consistent with the Local Plan and budgeted with WDB funds.
2. The WDB is alleged to have exceeded its jurisdiction under this Agreement, the Local Plan, and/or the budget or the WIOA.

The dispute resolution procedure is not available if the matter contested is within the sole discretion of the Board of Supervisors, the Auditor-Controller, the Civil Service Commission or the Social Services Agency.

* 1. In the event that the WDB and BOS cannot reach a mutually satisfactory agreement regarding a dispute described by H(l)(a)-(c), the two parties shall meet to discuss and attempt a resolution to the disagreement. When one or both parties to this Agreement conclude that a consensus between the parties cannot be reached, all unresolved issues pertaining to the dispute shall be submitted to binding arbitration of an independent arbiter, mutually agreed upon by both parties, selected from a pool of four persons, two each recommended by each party. Both the WDB and the BOS agree to equally share any cost of retaining the arbiter and to be bound by the decision of the arbiter. Continued performance of the Local CEO Agreement, during any dispute resolution, is assured.

# MANAGEMENT SUPPORT

The WDB, through the SSA, may request professional support from the Office of the County Counsel (hereinafter “OCC”), the County Administrator’s Office, Human Resource Services, the Auditor-Controller’s Office, Information and Technology Department, General Services Agency, and other county agencies/departments that generally serve the operational departments of the County of Alameda. With regards to the OCC specifically, SSA will fund the cost of routine and incidental legal services provided to benefit the WDB through its retainer with the OCC, except where there is a conflict between the WDB and any other County entity in which case the OCC will not represent the WDB and the WDB will obtain separate counsel at its own expense “Routine and incidental legal services” does not include litigation or defense of alleged personal injury or damages.

# COMPLETE AGREEMENT, MODIFICATIONS, SEVERABILITY

* 1. This Agreement is the complete agreement of the parties.
  2. Any modifications to this Agreement must be in writing and executed by the parties.
  3. If any one portion of this Agreement is found to be unenforceable, all other portions of the agreement shall remain in full effect.

Executed:

Date:

Signature:

Matt Pawluk, Chairperson

Alameda County Workforce Development Board

Date:

Signature:

David Haubert, President

County of Alameda Board of Supervisors

Approved as to form:

Donna R. Ziegler, County Counsel

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

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

Rev. 08/18/2025