

AGREEMENT
Between the Members of the
GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD

Chief Elected Official Agreement

THIS AGREEMENT is entered into on July 1, 2017 between the members of the Greater Nebraska Chief Elected Officials Board (GNCEOB), pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), as set forth in 29 U.S.C. 3101, *et seq.*

WHEREAS, the federal Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) (WIOA) was signed into law on July 22, 2014 and is being implemented in the State of Nebraska; and

WHEREAS, the Governor and GNCEOB have entered into an Agreement identifying the Governor as grant recipient, the GNCEOB as the CEO authorized to carry out the responsibilities prescribed in the WIOA and its implementing regulations, and the Nebraska Department of Labor (NDOL) as the administrative entity for the Greater Nebraska Workforce Development Area (GNWDA); and

WHEREAS, the GNCEOB and the Greater Nebraska Workforce Development Board (GNWDB) have entered into an Agreement establishing the duties of the GNCEOB and GNWDB; and

WHEREAS, the parties desire to establish a local system to perform the responsibilities under WIOA based on the concept of a service delivery system and American Job Center for "one-stop" services administered by NDOL as the administrative entity for the Greater Nebraska Workforce Development Area (GNWDA).

NOW, THEREFORE, it is mutually agreed that the purpose of this Agreement is to establish the responsibilities of the members of the GNCEOB as follows:

I. Purpose

The purpose of this agreement is to establish a local system to be designated as a local workforce area under WIOA at §107, as a cooperative exercise of authority among the parties; to carry out the duties as set out in the Agreement between the GNCEOB and the GNWDB establishing the duties of the GNCEOB and GNWDB, and the Agreement between the Governor, the GNCEOB and NDOL regarding grant recipient services, which also delineates the duties of the GNCEOB; and to designate an authorized representative to function as the "chief elected official" under WIOA.

II. Greater Nebraska Workforce Development Area

In accordance with the designation of the Governor of the State of Nebraska, the Greater Nebraska Workforce Development Area shall mean the designated 88 counties (including all of Nebraska but Douglas, Sarpy, Washington, Lancaster and Saunders counties).

III. Greater Nebraska Workforce Development Board (GNWDB)

The GNWDB shall consist of such members as provided in the WIOA, §107(b), in accordance with the criteria of the Governor of the State of Nebraska which at a minimum shall include the following:

- (a) Representatives of business in the local area, who:

- (i) Are owners of businesses, and other business executives or employers with optimum policy making authority. The business members shall constitute a majority of the members of the Local Board; and,
 - (ii) These persons are to represent businesses with employment opportunities that reflect the employment opportunities of the local area; and
 - (iii) Are appointed from among individuals nominated by local business organizations and business trade associations;
- (b) Representatives (two or more) of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;
 - (c) Representatives (two or more) of labor organizations (for a local area in which employees are represented by labor organizations), nominated by local labor federations, or (for a local area in which no employees are represented by such organizations), other representatives of employees;
 - (d) Representatives (two or more) of community-based organizations (including organizations representing individuals with disabilities and veterans, for a local area in which such organizations are present);
 - (e) Representatives (two or more) of economic development agencies, including private sector economic development entities; and
 - (f) Representatives (at least one of each) of the WIOA one-stop partners; and
 - (g) Such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate and consistent with the WIOA.

IV. Fiscal Agent

NDOL shall be the fiscal agent of the GNWDB and shall fulfill the functions delineated in the Agreement between the Governor, GNCEOB and NDOL regarding grant recipient services. Additionally, NDOL shall fulfill the functions set out in 20 C.F.R. § 679.420.

V. Authorized Representative Designated

The Chair of the GNCEOB is hereby designated as the authorized representative of the parties to serve as the "chief elected official" as defined and delineated by WIOA §§ 3 (9) and 107 (c) (1) (B). The Chair shall serve this function with the oversight and approval of the GNCEOB. This designation shall include the duties outlined in section VI of this Agreement.

VI. Duties of the GNCEOB

The GNCEOB shall have the duties set forth in the Agreement between the GNCEOB and GNWDB establishing the duties of the GNCEOB and GNWDB, and the Agreement between the Governor, the GNCEOB and NDOL regarding grant recipient services, which also delineates the duties of the GNCEOB, as provided in the WIOA and approved in the regional and local plans.

VII. Duties of the GNWDB

The GNWDB shall have the duties set forth in the Agreement between the GNCEOB and GNWDB establishing the duties of the GNCEOB and GNWDB, as provided in the WIOA and approved in the regional and local plans.

VIII. Conflict of Interest

No member of GNCEOB who has or will participate in the selection, the award, or the administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the Agreement. Members of GNCEOB shall comply with state and local conflict of interest policies.

IX. Administration

NDOL shall administer the funds allocated to the local system through Governor according to the budget established by GNCEOB. NDOL shall have authority to approve or deny applications for funds for the local system and execute all contracts and agreements entered into with the United States Department of Labor, the Governor of Nebraska, or other departments, agencies, organizations, businesses, or local governments as deemed necessary and desirable under the WIOA or under the local plan promulgated pursuant to WIOA. The administration of budgeted funds shall include the right to apply for, receive, and expend grants, and to make transfers of unencumbered balances or portions thereof between major expense categories. NDOL shall notify the GNCEOB of all requests to transfer funds.

X. Budget Process

The budget for the Greater Nebraska Workforce Development Area shall be prepared annually by NDOL on behalf of the GNCEOB. The budget shall be approved by the GNCEOB as provided in the regional and local plans.

XI. Purchasing

All purchases for the GNWDA by NDOL shall be made in accordance with applicable law and the purchasing regulations of the State and the GNWDA procurement policy, and all funds of the department shall be handled by and through NDOL as Administrative Entity. No funds shall be disbursed except as authorized by this agreement.

XII. Duration/Termination

This agreement shall be and remain in full force and effect between July 1, 2017 and June 30, 2020, unless terminated by 90 days' written notice by the GNCEOB or NDOL. This Agreement shall be reviewed on a bi-annual basis and, by agreement of the parties, it may be extended for one (1) additional two-year period in accordance with performance standards, budget and service levels to be determined annually by the Local, Regional, and State Plans.

[signature page to follow]

NDOL Agreement #023-0045-2017

XII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective July 1, 2017.

Date

July 24, 2017

JOHN H. ALBIN
Commissioner of Labor
Nebraska Department of Labor

THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD

Date

July 11, 2017

PAMELA LANCASTER
County Commissioner, Hall County
Chair, Greater Nebraska Chief Elected Officials Board

Date

JACK ANDERSON, Sheridan County Commissioner

Date

KENT GREENWALT, Mayor, City of Terrytown, NE

Date

JOHN FAGOT, Mayor, City of Lexington, NE

Date

JOE HEWGLEY, Lincoln County Commissioner

Date

WILLIAM STEWART, Dawson County Commissioner

Date

STANLEY CLOUSE, Mayor, City of Kearney, NE

Date

HAL HAEKER, Mayor, City of Alma, NE

Date

HILARY MARICLE, Boone County Commissioner

Date

CHRISTIAN OHL, Madison County Commissioner

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Nebraska Department of Labor

THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD

Date

PAMELA LANCASTER
County Commissioner, Hall County
Chair, Greater Nebraska Chief Elected Officials Board

07-11-2017
Date

Jack Anderson
JACK ANDERSON, Sheridan County Commissioner

Date

KENT GREENWALT, Mayor, City of Terrytown, NE

Date

JOHN FAGOT, Mayor, City of Lexington, NE

Date

JOE HEWGLEY, Lincoln County Commissioner

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WILLIAM STEWART, Dawson County Commissioner

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STANLEY CLOUSE, Mayor, City of Kearney, NE

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HAL HABKER, Mayor, City of Alma, NE

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HILARY MARICLE, Boone County Commissioner

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CHRISTIAN OHL, Madison County Commissioner

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Commissioner of Labor
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THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD

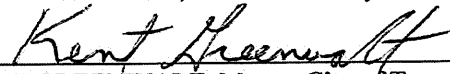
Date

PAMELA LANCASTER
County Commissioner, Hall County
Chair, Greater Nebraska Chief Elected Officials Board

Date

7/12/17

Date

JACK ANDERSON, Sheridan County Commissioner


KENT GREENWALT, Mayor, City of Terrytown, NE

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JOHN FAGOT, Mayor, City of Lexington, NE

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JOE HEWGLEY, Lincoln County Commissioner

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JOHN FAGOT, Mayor, City of Lexington, NE

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7-19-2017

JOE HEWGLEY, Lincoln County Commissioner

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WILLIAM STEWART, Dawson County Commissioner

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JOE HEWGLEY, Lincoln County Commissioner

Date

WILLIAM STEWART, Dawson County Commissioner

Date

July 13, 2017

Stanley A. Clouse
STANLEY CLOUSE, Mayor, City of Kearney, NE

Date

HAL HAEKER, Mayor, City of Alma, NE

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HILARY MARICLE, Boone County Commissioner

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Date

07 24 2017

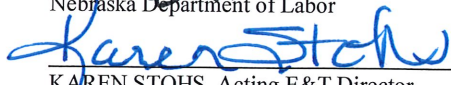
CHRISTIAN OHL, Madison County Commissioner

REVIEWED AND APPROVED:


KIM SCHREINER, General Counsel
Nebraska Department of Labor

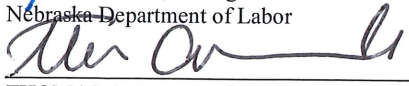
Date

7/24/2017


KAREN STOHS, Acting E&T Director
Nebraska Department of Labor

Date

7-24-17


THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor

Date

07/24/2017