

AGREEMENT
Between
The GREATER NEBRASKA CHIEF ELECTED OFFICIAL BOARD
And
The GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD

Responsibilities & Duties

THIS AGREEMENT (Agreement) is entered into on July 1, 2020 between the members of the Greater Nebraska Chief Elected Officials Board (GNCEOB) and the Greater Nebraska Workforce Development (GNWDB).

WHEREAS, the federal Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) (WIOA) has been implemented in the State of Nebraska; and

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

WHEREAS, the GNWDA consists of 88 counties (including all of Nebraska except Douglas, Sarpy, Washington, Lancaster and Saunders counties); and

WHEREAS, the GNWDB was appointed in accordance with criteria established under WIOA, and the purpose of this Agreement is to describe the roles and responsibilities of the GNCEOB and GNWDB.

NOW, THEREFORE, the parties agree as follows:

I - GNCEOB Responsibilities

The GNCEOB shall:

- A. Enter into an agreement with the Governor, for the Governor to act as the WIOA grant recipient.
- B. Designate the entity responsible for the disbursement of WIOA Title IB (Youth, Adult, and Dislocated Worker programs) funds to the GNWDA.
- C. Select and appoint the members of the GNWDB in accordance with criteria established under WIOA and 20 CFR 679.320.
- D. Establish bylaws for the GNWDB that include, but are not limited to, provisions for the nomination and appointment of members of the GNWDB, process for election of the GNWDB chair, term limits, staggering of appointments, process for notification of member vacancy, proxy and alternative designee process, use of technology for meetings, and process for ensuring active participation.
- E. Enter into an agreement with the GNWDB, establishing roles and responsibilities of the parties.
- F. Request designation for the GNWDA in collaboration with the GNWDB.

- G. In partnership with the GNWDB, continue to develop and implement modified local plans, and perform the functions as described in Section 107(c) of WIOA.
- H. Review and approve the four-year local and regional plans developed for the GNWDA under Section 108(a) of WIOA and its implementing regulations.
- I. In conjunction with the GNWDB, provide required monitoring and oversight of the GNWDA.
- J. Review and approve the budget of the GNWDB.
- K. In conjunction with the GNWDB, negotiate performance standards at least once every two years.
- L. In collaboration with the GNWDB, designate a One Stop Operator for the GNWDA, which shall be selected in compliance with applicable procurement requirements, as set forth in Section 121(d)(2)(A) of WIOA and Training and Employment Guidance Letter (TEGL) 15-16.
- M. Review and approve the memorandums of understanding and infrastructure funding agreements developed by the GNWDB with WIOA partners concerning the operation of the WIOA delivery system in the GNWDA; notify NDOL in the event a consensus is not reached.
- N. In partnership with the GNWDB, set policy for the portion of the statewide workforce development system within the local area.
- O. Consult with the State Workforce Development Board and the Nebraska Department of Labor, as appropriate, regarding significant structural, planning, operational, and performance matters pertaining to the delivery of workforce services.
- P. Designate a fiscal agent and ensure the fiscal agent has clearly defined roles and responsibilities.
- Q. Perform such other functions as designated in WIOA and its implementing regulations, and other applicable law, regulation, and policy, and written agreements.
- R. Maintain written standards of conduct covering conflict of interest.
- S. Carry out Rapid Response activities in conjunction with NDOL, the GNWDB, and other stakeholders.
- T. Perform such other functions as designated in WIOA and its implementing regulations, and other applicable law, regulation, and State and GNWDA policy, and written agreements.

II - GNWDB Responsibilities

The GNWDB shall:

- A. Enter into an Agreement with the GNCEOB establishing roles and responsibilities of the parties.
- B. Elect a chairperson from among the business representatives appointed to the GNWDB.
- C. When there is a change in the position of CEO for the GNWDA, inform the new CEO, in a timely manner, of the CEO's responsibilities and liabilities and the need to review and update any written

agreements among the CEOs in the local area.

- D. Perform the functions described in WIOA and its implementing regulations, including but not limited to, the provisions in Section 107(d) of WIOA and 20 CFR § 679.370, and as required by State policy.
- E. With approval of the GNCEOB, establish a budget.
- F. Request designation for the GNWDA in collaboration with the GNCEOB, and meet requirements to achieve certification of the GNWDB.
- G. In partnership with the GNCEOB, set policy for the portion of the statewide workforce development system within the GNWDA.
- H. Continue existing four-year local and regional plans, and develop new four-year local and regional plans (beginning on July 1, 2021) under Section 108(a) of WIOA and its implementing regulations.
- I. At the end of the first two-year period of the four-year local plan, review the local plan and, in partnership with the GNCEOB, prepare and submit modifications to the local plan to reflect changes in labor market, economic conditions or in other factors affecting implementation of the local plan.
- J. In collaboration with the GNCEOB, designate a One Stop Operator for the GNWDA, which shall be selected in compliance with applicable procurement requirements, as set forth in Section 121(d)(2)(A) of WIOA and Training and Employment Guidance Letter (TEGL) 15-16.
- K. With the agreement of the GNCEOB, develop and enter into memorandums of understanding and infrastructure funding agreements with WIOA partners concerning the operation of the WIOA delivery system in the GNWDA.
- L. Conduct business in an open manner by making available to the public, information about the activities of the GNWDB. This information must be made available on a regular basis through electronic means and open meetings, as described in Section 107(3) of WIOA and 20 CFR § 679.390.
- M. Conduct meetings of the GNWDB in compliance with the Nebraska Open Meetings Act.
- N. In partnership with the GNCEOB, set policy for the portion of the statewide workforce development system within the local area.
- O. Satisfy the consumer choice requirements described in 20 CFR § 679.380.
- P. Establish internal controls that provide reasonable assurance that the WIOA funds are managed in compliance with federal statutes, regulations, and terms and conditions of the WIOA grant agreement.
- Q. Take reasonable measures to safeguard protected personally identifiable information, and other information USDOL or the Nebraska Department of Labor (NDOL) designates as sensitive, or is otherwise considered sensitive, consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

- R. Maintain written standards of conduct covering conflict of interest in compliance with federal statutes, regulations, and State WIOA policy.
- U. In conjunction with the GNCEOB, negotiate performance standards at least once every two years.
- S. In conjunction with the GNCEOB, provide required monitoring and oversight of the GNWDA.
- T. Carry out Rapid Response activities in conjunction with NDOL, the GNCEOB, and other stakeholders.
- U. Perform such other functions as designated in WIOA and its implementing regulations, and other applicable law, regulation, and State and GNWDA policy, and written agreements.

III - Additional Assignments and Responsibilities

Additional functions and responsibilities can be negotiated between the parties to this Agreement, and when agreed to by the parties, will be put in writing as an amendment to this Agreement.

IV- WIOA Requirements

The parties agree to comply with WIOA and its implementing regulations, State WIOA policies, all other applicable law, regulation, and policy, and requirements imposed by United States Department of Labor (USDOL) through federal award documents, or through grant agreements with NDOL, as such requirements are now in effect, and as they may be amended during the term of this Agreement.

V – Term of Agreement

- A. This Agreement replaces any prior Agreement, and is effective July 1, 2020 through June 30, 2023.
- B. This Agreement shall be reviewed at least once every two (2) years and, by agreement of the parties, it may be renewed or extended upon the written agreement of the parties.
- C. Any party seeking renewal or extension of this Agreement must notify the other party in writing at least sixty (60) days prior to the ending date of the Agreement that is in effect.
- D. Any modifications to this Agreement must be in writing by the parties.
- E. This Agreement shall terminate upon the occurrence of any one or all of the following:
 - 1. Mutual, written agreement of the parties.
 - a. Exhaustion of designated fund. This Agreement will terminate in full or in part at the discretion of either party, and upon notice to the other party, in the event of lack of funding or termination of federal funds which permit funding WIOA programming in the GNWDA.
 - 2. Upon sixty days' written notice by one party to the other.

- 3. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- 4. Expiration of the term of the Agreement.
- 5. In the event of a default or violation of the terms of this Agreement by, or failure by GNWDB to make sufficient progress so as to endanger performance, GNCEOB may:
 - a. Suspension: After ten (10) days' notice to GNWDB, suspend the Agreement pending corrective action by GNWDB, or a decision to terminate.
 - b. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that GNWDB failed to comply with the terms and conditions of the Agreement. However, GNCEOB shall provide GNWDB in writing specific notice of the terms and conditions it has failed to comply with and at least thirty (30) days in which to cure such defect or failure, unless such delay would cause irreparable harm to the program. In the event of irreparable harm, forty-eight (48) hours to cure such defect or failure will be adequate. GNCEOB shall promptly notify GNWDB in writing of the determination and the reasons for the termination, together with the effective date.

VI – Point of Contact and Notices

A. GNWDB and GNCEOB designate the following individuals as their Points of Contact (POC):

GNWDB:	
Lisa Wilson, Chair 600 E. Francis Street, Ste. 9 North Platte, NE 69101	Telephone: (402) 405-6791 E-Mail: ndol.greaternebraska@nebraska.gov
GNCEOB:	
Pam Lancaster, Chair 2809 Apache Road Grand Island, NE 68801	Telephone: (308) 381-2754 E-Mail: pelcommish@charter.net

B. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the POCs at their respective addresses set forth in this Agreement, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or deposit in the mail.

VII – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nebraska.

VIII – Assignment

No party may assign or transfer any interest in this Agreement to any other party without the written consent of the other party.

IX – Non-Waiver of Rights

No conditions or provisions of this Agreement can be waived unless approved by the parties, in writing. One party's failure to insist upon the strict performance of any provision of this Agreement or failure to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

X – Severability

If any provision of this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this Agreement.

XI – Entire Agreement

This Agreement contains entire agreement between the parties.

XII – Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective July 1, 2020.

June 11, 2020
Date

Pamela Lancaster
PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

June 17, 2020
Date

Lisa Wilson
LISA WILSON, Chair
Greater Nebraska Workforce Development Board