

**AGREEMENT  
BETWEEN  
THE GOVERNOR OF THE STATE OF NEBRASKA,  
THE GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD,  
AND  
THE NEBRASKA DEPARTMENT OF LABOR**

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**Grant Recipient Services**

THIS AGREEMENT is entered into on July 1, 2017 between the Governor of the State of Nebraska (Governor), the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the Nebraska Department of Labor (NDOL).

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

WHEREAS, the Governor has agreed to act as grant recipient and Chief Elected Official (CEO) for the Greater Nebraska Workforce Development Area (GNWDA), and will appoint a board of municipal and county elected officials to carry out the CEO duties in the GNWDA as prescribed in WIOA; and

WHEREAS, NDOL has been designated as the grant recipient and has agreed to have NDOL provide staff for the administration of WIOA; and

WHEREAS, the parties wish to set forth the responsibilities that arise as the result of the designation of NDOL as grant recipient.

NOW, THEREFORE, the parties agree as follows:

1. The GNCEOB, representing the Governor as CEO under WIOA, has the following responsibilities:
  - A. Appoint the GNWDB in accordance with criteria established under WIOA.
  - B. Enter into an agreement with the GNWDB, describing roles and responsibilities of the parties.
  - C. In partnership with the GNWDB, set policy for the portion of the statewide workforce development system within the local area.
  - D. Review and approve the four-year local plan (beginning on July 1, 2017), developed by the GNWDB under Section 108(a) of WIOA and its implementing regulations.
  - E. In collaboration with the GNWDB, designate/certify the American Job Centers for the GNWDA.

- F. Review and approve the memorandums of understanding developed by the GNWDB with American Job Center partners concerning the operation of the American Job Center network delivery system in the GNWDA.
  - G. Develop local procedures consistent with WIOA and described in the GNCEOB Agreement.
2. NDOL, as grant recipient, shall provide the following administrative services:
- A. Staff support to the GNWDB and GNCEOB, including the establishment of Youth Services and Adult and Dislocated Workers Services.
    - i. Employees or contractors shall report directly to NDOL.
    - ii. NDOL shall determine staffing levels at its discretion.
  - B. Preparation of program plans, budgets, related schedules, and modifications.
  - C. Negotiation of memorandums of understanding and awarding of specific subgrants, contracts, and purchase orders through appropriate procurement processes.
  - D. Oversight and monitoring of agreements for service and training providers.
  - E. Conducting public relation activities that are related to program outreach.
  - F. Development of systems and procedures including information systems for assuring compliance with program requirements.
  - G. Development of Individual Training Account (ITA) system for participants.
  - H. Assisting in the designation/certification of the American Job Centers.
  - I. Assisting GNWDB in negotiation of performance measures.
  - J. Resolution of findings arising from audits, reviews, incident reports, grievances and complaints.
  - K. General administrative services, including legal services, financial management and accounting services, audit services, and managing purchasing, property, payroll and personnel.
3. Reimbursement for the services provided by NDOL shall be based upon actual expenses to be paid from WIOA Adult and Dislocated Worker Employment & Training Activities funds and WIOA Youth funds sources. In no event shall such actual expenses exceed the funding sources available.

4. Additional assignments and responsibilities may be negotiated between the parties to this Agreement.
5. This Agreement supersedes any prior Agreement, effective July 1, 2017 through June 30, 2020.
6. 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 with performance standards, budget and service levels to be determined annually by the Local and State Plan(s). This Agreement may be renewed upon the written agreement of the parties.
7. Any party seeking extension of this Agreement must notify the other parties in writing at least sixty (60) days prior to the ending date of the Agreement that is in effect.
8. Any acceptance, agreement or modifications to this Agreement must be in writing between the parties.
9. This Agreement shall terminate upon the occurrence of any one or all of the following:
  - a. Exhaustion of designated fund. This Agreement will terminate in full or in part at the discretion of GNWDB in the event GNWDB suffers lack of funding or termination of federal funds which permits it to fund this Agreement. In that event, payment shall be made for services rendered and completed at the termination of the Agreement.
  - b. Upon sixty days' written notice by either party to the other.
  - c. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
  - d. Expiration of the term of the Agreement.
  - e. In the event of a default or violation of the terms of this Agreement by E&T or failure to use the funds for only those purposes set forth herein, or failure by E&T to make sufficient progress so as to endanger performance, GNWDB may:
    - i. Suspension: After ten (10) days' notice to E&T, suspend the Agreement and prohibit E&T from incurring additional obligations of funds, pending corrective action by E&T or a decision to terminate.
    - ii. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that E&T has failed to comply with the terms and conditions of the Agreement. However, GNWDB shall provide E&T 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. GNWDB shall promptly notify E&T in writing of the determination and the reasons for the termination, together with the effective date. Payments made to E&T or recoveries by GNWDB when there is a termination for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries

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may include, but are not limited to, unencumbered funds advanced to E&T, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. Further, any costs previously paid by GNWDB which are subsequently determined to be unallowable through an audit conducted by the State of Nebraska or the Federal Government, and closeout procedure may be recovered.

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

Date

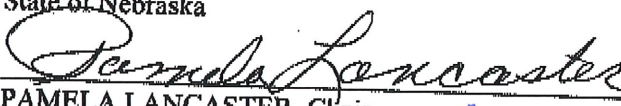
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Date

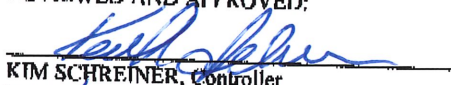
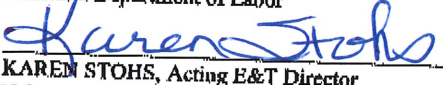
6-21-17

Date

6-22-2017

  
PETE RICKETTS, Governor  
State of Nebraska  
PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board  
JOHN H. ALBIN Commissioner  
Nebraska Department of Labor

REVIEWED AND APPROVED:

  
KIM SCHREINER, Controller  
Nebraska Department of Labor  
KAREN STOHS, Acting E&T Director  
Nebraska Department of Labor  
THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

Date

6-22-17

Date

6-22-17

Date

06/21/2017