

**AGREEMENT**  
**Between**  
**The GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD**  
**And**  
**The GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD**

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**Responsibilities & Duties**

THIS AGREEMENT is entered into on July 1, 2017 between the members of the Greater Nebraska Chief Elected Officials Board (GNCEOB) and the Greater Nebraska Workforce Development (GNWDB) [consisting of 88 counties (including all of Nebraska but Douglas, Sarpy, Washington, Lancaster and Saunders counties)] pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), as set forth in 29 U.S.C. 3101, *et seq.*; and

WHEREAS, WIOA was signed into law on July 22, 2014; 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

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

**I - GNCEOB Responsibilities**

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The GNCEOB shall:

- A. Appoint the GNWDB in accordance with criteria established under WIOA and its implementing regulations.
- B. Enter into an Agreement with the GNWDB, establishing roles and responsibilities of the parties.
- C. In partnership with the GNWDB, implement a modified local plan, which shall take effect on July 1, 2017, and perform the functions as described in Section 107(c) of WIOA.
- D. Review and approve the four-year local and regional plans (beginning on July 1, 2017) developed by the GNWDB under Section 108(a) of WIOA and its implementing regulations.
- E. Monitor, in conjunction with the GNWDB, the performance of the service provider for the delivery of specified training services in the 88-county greater Nebraska area (including all of Nebraska, except Lancaster, Saunders, Douglas, Washington and Sarpy counties).
- F. Conduct oversight with respect to the WIOA delivery system in the GNWDA.

- G. Review and approve the budget of the GNWDB.
- H. In conjunction with the GNWDB, negotiate performance standards on an annual basis.
- I. In collaboration with the GNWDB, designate a One Stop Operator for the GNWDA, which shall be selected through the competitive bid process.
- J. Review and approve the memorandums of understanding developed by the GNWDB with WIOA partners concerning the operation of the WIOA delivery system in the GNWDA.
- K. Develop local procedures consistent with WIOA and described in this Agreement.

## **II – GNWDB Responsibilities**

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The GNWDB shall:

- A. Enter into an Agreement with the GNCEOB establishing roles and responsibilities of the parties.
- B. In partnership with the GNCEOB, set policy for the portion of the statewide workforce development system within the GNWDA.
- C. Develop four-year local and regional plans (beginning on July 1, 2017) under Section 108(a) of WIOA and its implementing regulations.
- D. 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.
- E. In collaboration with the GNCEOB, designate a One Stop Operator for the GNWDA, which shall be selected through competitive bid processes.
- F. With the agreement of the GNCEOB, develop and enter into memorandums of understanding with American Job Center partners concerning the operation of the Greater Nebraska Workforce System.

## **III - Additional Assignments and Responsibilities**

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Additional assignments and responsibilities can be negotiated between the parties to this Agreement.

## **IV – Term of Agreement**

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- A. This Agreement replaces any prior Agreement effective July 1, 2017 through June 30, 2020.
- B. 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.

- C. 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.
- D. Any acceptance, agreement or modifications to this Agreement must be in writing between the parties.
- E. This Agreement shall terminate upon the occurrence of any one or all of the following:
  - 1. 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.
  - 2. Upon sixty days' written notice by either 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 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:
    - a. 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.
    - b. 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 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.

## NDOL Agreement #023-0036-2017

V - Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

6-21-17  
Date  
Pamela Lancaster  
PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board (GNCEOB)

          
Date  
LISA WILSON, Chair  
Greater Nebraska Workforce Development Board (GNWDB)

## REVIEWED AND APPROVED:

Kim Schreiner  
KIM SCHREINER, Controller  
Nebraska Department of Labor

6-22-17  
Date

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

6-22-17  
Date

Thomas A. Ukinski  
THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

6/21/2017  
Date

John H. Albin  
JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

6/22/2017  
Date

**V - Signatures**

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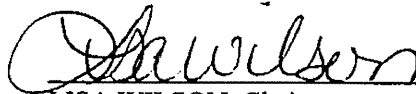
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\_\_\_\_\_  
Date

\_\_\_\_\_  
PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board (GNCEOB)

6/17/2017

\_\_\_\_\_  
Date



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LISA WILSON, Chair  
Greater Nebraska Workforce Development Board (GNWDB)

REVIEWED AND APPROVED:

\_\_\_\_\_  
KIM SCHREINER, Controller  
Nebraska Department of Labor

\_\_\_\_\_  
Date

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

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Date

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THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

\_\_\_\_\_  
Date

\_\_\_\_\_  
JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

\_\_\_\_\_  
Date