



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: September 1, 2016

Staff Contact: Michael Salogga, Business Development Manager msalogga@carson.org

Agenda Title: FOR POSSIBLE ACTION: Discussion and possible approval of the revised Cooperative Agreement for the Creation of Nevadaworks.

Staff Summary: At the February 18, 2016 meeting of the Board of Supervisors, the Cooperative Agreement for the Creation of Nevadaworks was approved unanimously. The agreement was presented to all 13 county Boards of Commissioners, approved, and signed. The completed document was then sent to the Nevada Attorney General's office for the final signature. However, upon review by the AG's office the document was returned with a request for some additional language. There are two attached documents: one with changes highlighted and one with changes accepted. The added section is #18 along with other minor changes.

The other counties in the Nevadaworks service area include: Churchill County, Douglas County, Elko County, Eureka County, Humboldt County, Lander County, Lyon County, Mineral County, Pershing County, Storey County, Washoe County, and White Pine County.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the revised Cooperative Agreement for the Creation of Nevadaworks.

Board's Strategic Goal

Economic Development

Previous Action

N/A

Background/Issues & Analysis

Upon second review, the state attorney general's office has recommended additional language to this agreement. Carson City has supported Nevadaworks by assigning an elected official as well as an alternate to serve as board members. The current elected official serving on the board is Supervisor Abowd. The alternate is Mary Jane Ostrander, Human Services Manager. Board meetings are held quarterly.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**COOPERATIVE AGREEMENT FOR THE
CREATION OF NEVADAWORKS**

THIS AGREEMENT is made and entered into this 1st day of July, 2016, by and among the following counties, all of which are political subdivisions of the State of Nevada: Carson City, Churchill County, Douglas County, Elko County, Eureka County, Humboldt County, Lander County, Lyon County, Mineral County, Pershing County, Storey County, Washoe County, and White Pine County.

WITNESSETH:

To amend the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth and for other purposes the Senate and House of Representatives of the United States of America enacted the Workforce Innovation and Opportunity Act which was subsequently signed into law by the President in 2014.

WHEREAS, it is the purpose of the Workforce Innovation and Opportunity Act (WIOA) to:

- Increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, educations, training, and support service they need to succeed in the labor market.
- Support the alignment of workforce development, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
- Improve the quality and labor market relevance of workforce development, education and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.
- Promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
- Increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and states, and the global competitiveness of the United States.
- Provide workforce development activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of

participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation; and

WHEREAS, pursuant to the WIOA, the chief elected officials in the local areas, and based upon criteria established by the governor of the state and the state board, are to appoint members to local workforce development boards and those chief elected officials are responsible for carrying out other responsibilities assigned under the WIOA; and

WHEREAS, the WIOA authorizes that in a local area which includes more than 1 unit of general local governments, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials; and

WHEREAS, the purpose of this agreement is to establish a separate, legal and administrative public entity to coordinate the performance of responsibilities of the chief elected officials as set forth in the WIOA, to be the recipient of federal funds under the WIOA, and which entity would also coordinate the activities of the local workforce development board; and

WHEREAS, under the original Cooperative Agreement which created Nevadaworks and pursuant to the ~~Workforce Investment Act (WIA)~~WIOA programs, including award of WIOA grant funds to subcontractor agencies could provide WIOA program services; and

Commented [JT1]: Changed reference from WIA to WIOA

WHEREAS, the WIOA, requires an open competitive process in the selection of service providers and limits the entity administering the federal funds from being a service provider of programs; and

WHEREAS, the changes brought about by the WIOA necessitate changes in the entity formally known as Nevadaworks, and this Agreement is intended to and does supersede the Cooperative Agreement dated December 21, 1999 among the thirteen county participants; and

WHEREAS, NRS 277.110 and 277.120 provide that any power, privilege or authority exercised or capable of exercise by a public agency of the state may be exercised by two or more public agencies and that a separate legal or administrative entity may be established to conduct the joint or cooperative undertaking; and

WHEREAS, the establishment and furtherance of workforce development programs is determined to be a proper governmental function which may be exercised jointly by the thirteen county participants that are parties to this Agreement; and

WHEREAS, the parties hereto desire to develop the most effective programs to deal with the employment and unemployment problems of residents of Northern Nevada, and they have determined that such issues can best be resolved and such federal funds may be best administered by a separate legal and administrative entity, and

Commented [JT2]: Added omitted word

WHEREAS, the execution of this Cooperative Agreement will provide operational framework for administration of and responsibility for these federal funds; and

WHEREAS, each party shall indicate its desire to enter into this cooperative Agreement by formal resolution of the governing body of each of the respective parties;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein agreed, the parties agree as follows:

1. There is hereby created a separate legal and administrative public entity to be known as Nevadaworks, hereinafter referred to as "NW". The purpose of NW is to provide centralized administration of Northern Nevada's WIOA programs. NW shall exist for the purposes set forth herein until this Agreement is terminated as provided below.
2. The jurisdiction of NW shall consist of Carson City, Churchill County, Douglas County, Elko County, Eureka County, Humboldt County, Lander County, Lyon County, Mineral County, Pershing County, Storey County, Washoe County, and White Pine County, Nevada.
3. The Job Training Board (first established on May 19, 1983 by Cooperative Agreement which was superseded by the July 12, 1985 Cooperative Agreement, which was superseded by the December 21, 1999 Cooperative Agreement for the creation of Nevadaworks) consisting of the Chairman of each participating thirteen County Commissions/Board of Supervisors will be known hereafter as the Board of Local Elected Officials or LEO-Board and is hereby constituted to fulfill the responsibilities of and to function as the "chief elected officials" of the participating "units of local government" as those terms are used under the WIOA. Accordingly, the LEO-Board shall consist of the thirteen (13) counties (representing the Northern Nevada Service Delivery Area) which shall be represented by the Chairman of each County Commission or Board of Supervisors, or the Commissions'/Supervisors' designee, who, whenever possible shall be another County Commissioner or Supervisor.
4. The LEO-Board may create an Executive Council consisting of a minimum of 3 members of the LEO-Board as designated and agreed to by the LEO-Board. The LEO-Board may delegate to the Executive Council action on the LEO-Board's behalf with a report of action taken by the Executive Council to be made to the full LEO-Board on any issue which would ordinarily come before the LEO-Board. When throughout this Agreement the term LEO-Board is used, it may refer to the Executive Council of the LEO-Board if the Board has delegated to the Executive Council authority to act on such matter.
5. A. The Workforce Development Board (WDB) referred to in the Cooperative Agreement of December 21, 1999, shall be replaced by the new Workforce

Development Board (WDB) which may include members of the former Workforce Investment Board. The LEO-Board shall appoint members to the Workforce Development Board which must consist of the requisite number of members necessary to satisfy the requirements under the WIOA. Pursuant to the WIOA, criteria for membership is to be established by the state, but must include at a minimum:

- a. A majority of the members of each local board shall be representatives of business in the local area, who:
 - (i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
 - (ii) represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
 - (iii) are appointed from among individuals nominated by local business organizations and business trade associations;

- b. Not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who:
 - (i) shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
 - (ii) shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
 - (iii) may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
 - (iv) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

- |
- c. Each local board shall include representatives of entities administering education and training activities in the local area, who:
 - (i) shall include a representative of eligible providers administering adult education and literacy activities under title II;
 - (ii) shall include a representative of institutions of higher education providing workforce development activities (including community colleges);
 - (iii) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;

 - d. Each local board shall include representatives of governmental and economic and community development entities serving the local area, who:
 - (i) shall include a representative of economic and community development entities;
 - (ii) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;
 - (iii) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area;
 - (iv) may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
 - (v) may include representatives of philanthropic organizations serving the local area; and

 - e. Each local board may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

B. Membership of WDB: Members of the WDB that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority with the organizations, agencies, or entities. A majority of the members of the WDB shall be representatives described in paragraph (a) (i) through (iii) above. The WDB shall elect a chair from among the representatives described in (a) (i) through (iii) above.

C. Pursuant to a letter dated September 14, 2015 from Nevada State Governor Brian Sandoval, designates Nevadaworks to serve in the current

capacity as the administrative entity for the local WDB. (See copy of letter attached hereto as Exhibit "A").

6. The LEO-Board and the Workforce Development Board are designated as the policy-making bodies for NW to the extent that such policies recognize and do not conflict with State law and the terms of this Agreement which establish NW as a public entity. These two Boards are responsible for carrying out their respective and joint responsibilities under WIOA in accordance with guidelines that may be approved by the Governor of the State of Nevada and the terms of the WIOA.
7. The LEO-Board and the WDB shall have the responsibility to adopt and ensure implementation of NW policies, standards, and goals in order to meet the requirements of WIOA. In so doing, the LEO-Board and the WDB may adopt policies and procedures in compliance with guidelines provided by the Governor and/or the State and in compliance with this Agreement. All policies and procedures adopted by the LEO-Board and WDB affecting the WIOA shall be kept on file for public inspection in NW's Executive Office.
8. Nevadaworks is authorized to employ staff including, but not limited to, an Executive Director/Chief Executive Officer (CEO). The staff shall be considered to be employees of the separate legal, administrative, public entity known as Nevadaworks and are entitled to such benefits available to public employees in the State of Nevada. However, the staff shall also perform staff functions for the WDB in performance of its responsibilities under the WIOA.

Whenever a vacancy occurs in the position of Executive Director/CEO of NW, a new Executive Director/CEO shall be selected by the LEO-Board. The Executive Director/CEO shall be directed by and answerable solely to the LEO-Board; and shall serve at the pleasure of the LEO-Board.

9. The Executive Director/CEO shall provide all information and documentation regarding all NW administrative, operational, and fiscal matters relating to the WIOA to the LEO-Board and the WDB upon request. The nature, scope and frequency of the information relating to the WIOA that is to be provided pursuant to this paragraph by the Executive Director/CEO shall be specified by the LEO-Board and WDB.
10. NW shall have the power to contract with any qualified private or public agency or entity to secure the support staff and personnel needed by NW to carry out the objectives and requirements set forth in this Agreement and by the State Job Training Office. The staff and personnel of NW shall be under the direction and control of the Executive Director/CEO who reports, for purposes of meeting the requirements of the WIOA, to both the WDB and the LEO-Board. The Executive Director/CEO shall have prepared personnel policies which shall be approved by the LEO-Board. As the staff also provides staff support services to the WDB, the WDB may have input into such policies, but any final decision shall rest with the Executive Director/CEO, subject to appeal by the WDB to the LEO-Board.

11. The Executive Director/CEO has the power of final decision regarding any daily operation of the NW programs subject to a schedule of responsibilities which shall be presented to the LEO-Board and the WDB for their approval.
12. A majority of the WDB constitutes a quorum for the transaction of business. The Executive Committee of LEO-Board may transact business as provided herein. If the Executive Committee has only 3 members of the LEO-Board, all three must be present for the conduct of any business, but a majority of the three is sufficient to carry any action. For all actions to be taken by the WDB and LEO-Board pursuant to the WIOA, a majority vote of a quorum of both the WDB and the LEO-Board (or its Executive Council) is necessary, subject to the limitations set forth in paragraph 13 below.
13. Pursuant to paragraph 12, the LEO-Board may withhold approval of any training program, regardless of a majority vote, if:
 - a. There are insufficient funds available to support the program; or
 - b. Funding of the program is not authorized by WIOA. Reconsideration of any matter or action taken by the LEO-Board and the WDB will be done according to meeting rules acceptable to all parties.
14. The LEO-Board and the WDB shall establish all boards, councils, or committees, or other advisory groups as mandated by federal laws and regulations.
15. The LEO-Board and the WDB shall establish by-laws for meetings and other matters of internal governance. These by-laws shall be consistent with any applicable federal and state laws, any regulations promulgated by the Governor and/or the State, and any provisions of this Cooperative Agreement. All meetings of the WDB, LEO-Board or its Executive Council shall be conducted in accordance with Nevada's Open Meeting Law.
16. The LEO-Board and the WDB shall approve the annual plan and local plan to be submitted to the Governor. The Chairman of the LEO-Board and the Chairman of WDB shall be the signatories to the annual plan and local plan. All proposed modifications to the annual plan or local plan shall be approved by the WDB and the LEO-Board and the signatories to such request for modifications shall be the same as indicated in the previous paragraph.
17. Financing for the undertakings of the NW, the LEO-Board and the WDB is provided as part of the federal funds made available under the WIOA, in addition to other funding sources that may be periodically available. The staff of NW is responsible for preparing a budget for approval by the LEO-Board and WDB.
18. In the event of any possible disallowed WIOA costs that have arisen from the result of an audit, monitoring finding or investigation, an appeals process will be enacted. In the event the appeals process results in WIOA disallowed costs, then all other funding sources will be reviewed as possible debt solutions. Funds received under Title I of the WIOA may not be used to repay disallowed WIOA costs if it is determined that the funds spent contrary to the requirements of Title I was the result of the willful disregard of Title I requirements, gross negligence, the failure to observe acceptable standards of administration or a pattern of misspending. In the event there is still a remaining balance of the disallowed

costs then that debt balance will be shared equally with all the parties in the cooperative agreement.)

Commented [JT3]: Language added at the request of the Nevada Attorney General

19. The LEO-Board and the WDB shall consider and approve proposed contracts necessary for the implementation of the WIOA activities. All contracts shall conform to any applicable federal, state and/or local laws and regulations.
20. This Cooperative Agreement may be amended upon written agreement signed by the governing bodies of the 13 county parties hereto.
21. This Cooperative Agreement may be terminated at the expiration of any WIOA Program Year by majority consent of the counties that are parties hereto upon the giving of ninety (90) days written notice of intent to terminate. In addition, any party may terminate its participation in this Agreement by giving 120 days notice before expiration of the WIOA program year to the other parties to this Agreement. In the event that one or more counties cease to be a participant in this Agreement, the remaining parties shall determine whether the Agreement may continue without that county or counties. In the event the remaining parties deem that the Agreement cannot continue, the Agreement will terminate at the end of that WIOA program year.
22. Upon receipt of a notice of termination or expiration of this Agreement, the LEO-Board and the WDB shall, at their next regular meeting, prepare a plan for the dissolution of NW. This dissolution plan shall consider and provide for the discharge of all costs, expensed, charges and contractual obligations validly incurred pursuant to this Cooperative Agreement.

Additionally, the dissolution plan shall provide for the disposition of all property acquired by NW pursuant to this Agreement and state and federal law. The dissolution plan must provide for the disposition of all property acquired by NW to this Agreement. Furthermore, the dissolution plan shall provide for the distribution of any surplus funds, if any, once all costs, liabilities and obligations are discharged in accordance with state and federal law.

Any fiscal liability of NW not provided for in the dissolution plan, but determined to be outstanding and determined to be validly incurred by the 13 counties, shall be shared by the 13 counties on a pro rata basis as determined by the distribution formula in the WIOA plan.

23. Upon execution of this Cooperative Agreement by all 13 counties, the Cooperative Agreement dated December 21, 1999 which created Nevadaworks shall be terminated.

IN WITNESS WHEREOF, the parties hereto by their respective officers, duly authorized, have executed this Cooperative Agreement, to be effective as provided herein.

CARSON CITY

|

Date

By _____

ATTEST:

CLERK

CHURCHILL COUNTY

Date

By _____

ATTEST:

CLERK

DOUGLAS COUNTY

Date

By _____

ATTEST:

CLERK

ELKO COUNTY

Date

By _____

ATTEST:

CLERK

DRAFT 07/05/2016

|

Date

EUREKA COUNTY

By _____

ATTEST:

CLERK

Date

HUMBOLDT COUNTY

By _____

ATTEST:

CLERK

Date

LANDER COUNTY

By _____

ATTEST:

CLERK

Date

LYON COUNTY

By _____

ATTEST:

CLERK

Date

MINERAL COUNTY

By _____

ATTEST:

CLERK

DRAFT 07/05/2016

|

PERSHING COUNTY

Date

By _____

ATTEST:

CLERK

STOREY COUNTY

Date

By _____

ATTEST:

CLERK

WASHOE COUNTY

Date

By _____

ATTEST:

CLERK

WHITE PINE COUNTY

Date

By _____

ATTEST:

CLERK

Approved by Nevada Attorney General
Pursuant to NRS 277.140

Date

Attorney General

COOPERATIVE AGREEMENT FOR THE CREATION OF NEVADAWORKS

THIS AGREEMENT is made and entered into this ____ day of ____, 2016, by and among the following counties, all of which are political subdivisions of the State of Nevada: Carson City, Churchill County, Douglas County, Elko County, Eureka County, Humboldt County, Lander County, Lyon County, Mineral County, Pershing County, Storey County, Washoe County, and White Pine County.

WITNESSETH:

To amend the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth and for other purposes the Senate and House of Representatives of the United States of America enacted the Workforce Innovation and Opportunity Act which was subsequently signed into law by the President in 2014.

WHEREAS, it is the purpose of the Workforce Innovation and Opportunity Act (WIOA) to:

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- Promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
- Increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and states, and the global competitiveness of the United States.
- Provide workforce development activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of

participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation; and

WHEREAS, pursuant to the WIOA, the chief elected officials in the local areas, and based upon criteria established by the governor of the state and the state board, are to appoint members to local workforce development boards and those chief elected officials are responsible for carrying out other responsibilities assigned under the WIOA; and

WHEREAS, the WIOA authorizes that in a local area which includes more than 1 unit of general local governments, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials; and

WHEREAS, the purpose of this agreement is to establish a separate, legal and administrative public entity to coordinate the performance of responsibilities of the chief elected officials as set forth in the WIOA, to be the recipient of federal funds under the WIOA, and which entity would also coordinate the activities of the local workforce development board; and

WHEREAS, under the original Cooperative Agreement which created Nevadaworks and pursuant to the WIOA programs, including award of WIOA grant funds to subcontractor agencies could provide WIOA program services; and

WHEREAS, the WIOA, requires an open competitive process in the selection of service providers and limits the entity administering the federal funds from being a service provider of programs; and

WHEREAS, the changes brought about by the WIOA necessitate changes in the entity formally known as Nevadaworks, and this Agreement is intended to and does supersede the Cooperative Agreement dated December 21, 1999 among the thirteen county participants; and

WHEREAS, NRS 277.110 and 277.120 provide that any power, privilege or authority exercised or capable of exercise by a public agency of the state may be exercised by two or more public agencies and that a separate legal or administrative entity may be established to conduct the joint or cooperative undertaking; and

WHEREAS, the establishment and furtherance of workforce development programs is determined to be a proper governmental function which may be exercised jointly by the thirteen county participants that are parties to this Agreement; and

WHEREAS, the parties hereto desire to develop the most effective programs to deal with the employment and unemployment problems of residents of Northern Nevada, and they have determined that such issues can best be resolved and such federal funds may be best administered by a separate legal and administrative entity; and

WHEREAS, the execution of this Cooperative Agreement will provide operational framework for administration of and responsibility for these federal funds; and

WHEREAS, each party shall indicate its desire to enter into this cooperative Agreement by formal resolution of the governing body of each of the respective parties;

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Development Board (WDB) which may include members of the former Workforce Investment Board. The LEO-Board shall appoint members to the Workforce Development Board which must consist of the requisite number of members necessary to satisfy the requirements under the WIOA. Pursuant to the WIOA, criteria for membership is to be established by the state, but must include at a minimum:

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- b. Not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who:
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 - (ii) shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
 - (iii) may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
 - (iv) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

- c. Each local board shall include representatives of entities administering education and training activities in the local area, who:
 - (i) shall include a representative of eligible providers administering adult education and literacy activities under title II;
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capacity as the administrative entity for the local WDB. (See copy of letter attached hereto as Exhibit "A").

6. The LEO-Board and the Workforce Development Board are designated as the policy-making bodies for NW to the extent that such policies recognize and do not conflict with State law and the terms of this Agreement which establish NW as a public entity. These two Boards are responsible for carrying out their respective and joint responsibilities under WIOA in accordance with guidelines that may be approved by the Governor of the State of Nevada and the terms of the WIOA.
7. The LEO-Board and the WDB shall have the responsibility to adopt and ensure implementation of NW policies, standards, and goals in order to meet the requirements of WIOA. In so doing, the LEO-Board and the WDB may adopt policies and procedures in compliance with guidelines provided by the Governor and/or the State and in compliance with this Agreement. All policies and procedures adopted by the LEO-Board and WDB affecting the WIOA shall be kept on file for public inspection in NW's Executive Office.
8. Nevadaworks is authorized to employ staff including, but not limited to, an Executive Director/Chief Executive Officer (CEO). The staff shall be considered to be employees of the separate legal, administrative, public entity known as Nevadaworks and are entitled to such benefits available to public employees in the State of Nevada. However, the staff shall also perform staff functions for the WDB in performance of its responsibilities under the WIOA.

Whenever a vacancy occurs in the position of Executive Director/CEO of NW, a new Executive Director/CEO shall be selected by the LEO-Board. The Executive Director/CEO shall be directed by and answerable solely to the LEO-Board; and shall serve at the pleasure of the LEO-Board.

9. The Executive Director/CEO shall provide all information and documentation regarding all NW administrative, operational, and fiscal matters relating to the WIOA to the LEO-Board and the WDB upon request. The nature, scope and frequency of the information relating to the WIOA that is to be provided pursuant to this paragraph by the Executive Director/CEO shall be specified by the LEO-Board and WDB.
10. NW shall have the power to contract with any qualified private or public agency or entity to secure the support staff and personnel needed by NW to carry out the objectives and requirements set forth in this Agreement and by the State Job Training Office. The staff and personnel of NW shall be under the direction and control of the Executive Director/CEO who reports, for purposes of meeting the requirements of the WIOA, to both the WDB and the LEO-Board. The Executive Director/CEO shall have prepared personnel policies which shall be approved by the LEO-Board. As the staff also provides staff support services to the WDB, the WDB may have input into such policies, but any final decision shall rest with the Executive Director/CEO, subject to appeal by the WDB to the LEO-Board.

11. The Executive Director/CEO has the power of final decision regarding any daily operation of the NW programs subject to a schedule of responsibilities which shall be presented to the LEO-Board and the WDB for their approval.
12. A majority of the WDB constitutes a quorum for the transaction of business. The Executive Committee of LEO-Board may transact business as provided herein. If the Executive Committee has only 3 members of the LEO-Board, all three must be present for the conduct of any business, but a majority of the three is sufficient to carry any action. For all actions to be taken by the WDB and LEO-Board pursuant to the WIOA, a majority vote of a quorum of both the WDB and the LEO-Board (or its Executive Council) is necessary, subject to the limitations set forth in paragraph 13 below.
13. Pursuant to paragraph 12, the LEO-Board may withhold approval of any training program, regardless of a majority vote, if:
 - a. There are insufficient funds available to support the program; or
 - b. Funding of the program is not authorized by WIOA. Reconsideration of any matter or action taken by the LEO-Board and the WDB will be done according to meeting rules acceptable to all parties.
14. The LEO-Board and the WDB shall establish all boards, councils, or committees, or other advisory groups as mandated by federal laws and regulations.
15. The LEO-Board and the WDB shall establish by-laws for meetings and other matters of internal governance. These by-laws shall be consistent with any applicable federal and state laws, any regulations promulgated by the Governor and/or the State, and any provisions of this Cooperative Agreement. All meetings of the WDB, LEO-Board or its Executive Council shall be conducted in accordance with Nevada's Open Meeting Law.
16. The LEO-Board and the WDB shall approve the annual plan and local plan to be submitted to the Governor. The Chairman of the LEO-Board and the Chairman of WDB shall be the signatories to the annual plan and local plan. All proposed modifications to the annual plan or local plan shall be approved by the WDB and the LEO-Board and the signatories to such request for modifications shall be the same as indicated in the previous paragraph.
17. Financing for the undertakings of the NW, the LEO-Board and the WDB is provided as part of the federal funds made available under the WIOA, in addition to other funding sources that may be periodically available. The staff of NW is responsible for preparing a budget for approval by the LEO-Board and WDB.
18. In the event of any possible disallowed WIOA costs that have arisen from the result of an audit, monitoring finding or investigation, an appeals process will be enacted. In the event the appeals process results in WIOA disallowed costs, then all other funding sources will be reviewed as possible debt solutions. Funds received under Title I of the WIOA may not be used to repay disallowed WIOA costs if it is determined that the funds spent contrary to the requirements of Title I was the result of the willful disregard of Title I requirements, gross negligence, the failure to observe acceptable standards of administration or a pattern of misspending. In the event there is still a remaining balance of the disallowed

costs then that debt balance will be shared equally with all the parties in the cooperative agreement.

19. The LEO-Board and the WDB shall consider and approve proposed contracts necessary for the implementation of the WIOA activities. All contracts shall conform to any applicable federal, state and/or local laws and regulations.
20. This Cooperative Agreement may be amended upon written agreement signed by the governing bodies of the 13 county parties hereto.
21. This Cooperative Agreement may be terminated at the expiration of any WIOA Program Year by majority consent of the counties that are parties hereto upon the giving of ninety (90) days written notice of intent to terminate. In addition, any party may terminate its participation in this Agreement by giving 120 days notice before expiration of the WIOA program year to the other parties to this Agreement. In the event that one or more counties cease to be a participant in this Agreement, the remaining parties shall determine whether the Agreement may continue without that county or counties. In the event the remaining parties deem that the Agreement cannot continue, the Agreement will terminate at the end of that WIOA program year.
22. Upon receipt of a notice of termination or expiration of this Agreement, the LEO-Board and the WDB shall, at their next regular meeting, prepare a plan for the dissolution of NW. This dissolution plan shall consider and provide for the discharge of all costs, expensed, charges and contractual obligations validly incurred pursuant to this Cooperative Agreement.

Additionally, the dissolution plan shall provide for the disposition of all property acquired by NW pursuant to this Agreement and state and federal law. The dissolution plan must provide for the disposition of all property acquired by NW to this Agreement. Furthermore, the dissolution plan shall provide for the distribution of any surplus funds, if any, once all costs, liabilities and obligations are discharged in accordance with state and federal law.

Any fiscal liability of NW not provided for in the dissolution plan, but determined to be outstanding and determined to be validly incurred by the 13 counties, shall be shared by the 13 counties on a pro rata basis as determined by the distribution formula in the WIOA plan.

23. Upon execution of this Cooperative Agreement by all 13 counties, the Cooperative Agreement dated December 21, 1999 which created Nevadaworks shall be terminated.

IN WITNESS WHEREOF, the parties hereto by their respective officers, duly authorized, have executed this Cooperative Agreement, to be effective as provided herein.

CARSON CITY

Date

By _____

ATTEST:

CLERK

CHURCHILL COUNTY

Date

By _____

ATTEST:

CLERK

DOUGLAS COUNTY

Date

By _____

ATTEST:

CLERK

ELKO COUNTY

Date

By _____

ATTEST:

CLERK

Date

EUREKA COUNTY

By _____

ATTEST:

CLERK

Date

HUMBOLDT COUNTY

By _____

ATTEST:

CLERK

Date

LANDER COUNTY

By _____

ATTEST:

CLERK

Date

LYON COUNTY

By _____

ATTEST:

CLERK

Date

MINERAL COUNTY

By _____

ATTEST:

CLERK

PERSHING COUNTY

Date

By _____

ATTEST:

CLERK

STOREY COUNTY

Date

By _____

ATTEST:

CLERK

WASHOE COUNTY

Date

By _____

ATTEST:

CLERK

WHITE PINE COUNTY

Date

By _____

ATTEST:

CLERK

Approved by Nevada Attorney General
Pursuant to NRS 277.140

Date

Attorney General