

AMENDED AND RESTATED AGREEMENT BETWEEN THE CHIEF LOCAL ELECTED OFFICIALS CONSORTIUM AND THE SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD TO A SOUTHERN NEVADA WORKFORCE INVESTMENT AREA

THIS amendment and restatement of the April 10, 2000 AGREEMENT, entered into this 20<sup>th</sup> day of JUNE, 01, and effective as of the \_\_\_\_ day of \_\_\_\_\_, by and between the Chief Local Elected Officials Consortium (herein after "LEOs") and the SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD (herein after "SNWIB") for the Southern Nevada Workforce Service Delivery Area.

WITNESSETH

WHEREAS, the Workforce Investment Act of 1998 (P.L. 105-220, 112 Stat. 936, as amended) herein referred to as the "Act" authorizes the expenditure of federal funds for workforce development services in locally determined workforce investment areas; and

WHEREAS, pursuant to the Act, the Chief Local Elected Officials (LEOs) Consortium has been created and consists of elected officials of the Cities of Las Vegas, North Las Vegas, Henderson and Boulder City and the Counties of Clark, Lincoln, Nye and Esmeralda; and

WHEREAS, pursuant to the Act, the Southern Nevada Workforce Investment Board (SNWIB) has been created and consists of representatives of the private sector, educational agencies, organized labor, one-stop partners, community based organizations, economic development agencies and such other representatives as the LEOs deems appropriate; and

WHEREAS, pursuant to the Act, the LEOs have designated the SNWIB as the administrative entity and grant subrecipient to administer WIA funds; and

WHEREAS, pursuant to the Act the LEOs and the SNWIB may enter into an agreement that describes the respective roles and responsibilities of the parties.

WHEREAS, LEOs and the SNWIB desire, by this Agreement to define the scope of their relationship and their individual rights, duties and obligations;

NOW, THEREFORE, in accordance with the Act and related regulations and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The LEOs is designated as the policy-making and budgetary control body for the SNWIB to the extent that such policies recognize and do not conflict with State law, the Workforce Investment Act State Compliance Policies, and the terms of this agreement which establish the SNWIB as a separate entity. These two boards are responsible for carrying out their respective and joint responsibilities under the Act in accordance with guidelines that may be approved by the Governor of the State of Nevada and the terms of the Act and as such shall:

- A. Ensure delivery of services pursuant to the Act and other workforce investment programs and related services in such a manner to provide the most beneficial mix of program options to residents of the Local Workforce Investment Area (LWIA).
  - B. Stimulate the active, effective participation of all sectors of the LWIA community in the provision of workforce development services.
  - C. The LEOs or the SNWIB, as applicable, shall establish all advisory boards, councils, or committees, or other advisory groups as mandated by federal laws and state regulations.
  - D. The LEOs and the SNWIB shall establish their respective bylaws for meetings and other matters of internal governance. These bylaws shall be consistent with any applicable federal and state laws, any regulations promulgated by the Governor and/or the State, and the provisions of this agreement. All meetings of the LEOs, the SNWIB, or its subcommittees shall be conducted in accordance with Nevada's Open Meeting Law NRS Chapter 241.
  - E. Establish the criteria for workforce service centers and the criteria, for the process for the selection or designation of one-stop operators and service providers.
  - F. Select youth service providers and programs based upon recommendations of the Youth Council.
  - G. Review and approve all programs and budgets to be funded under the Act; except the LEOs may withhold approval of any training program if:
    - 1) There are insufficient funds available to support the program; or
    - 2) Funding of the program is not authorized by the Act.
  - H. Provide oversight with respect to activities authorized under the Act to include youth activities, local employment and training activities and the one-stop delivery system in the local area.
2. The SNWIB shall undertake the following and may do so jointly with the LEOs:
- A. Identify
    - 1) employer labor force needs
    - 2) programs to address those needs
    - 3) appropriate linkages with the resources
    - 4) economic development opportunities of the area
    - 5) employment needs of the unemployed or underemployed

- B. Develop programs based on locally determined business community needs.
  - C. Provide policy recommendations to the LEOs on matters pertaining to the provision of services under the Act.
  - D. Select, monitor and independently assess the performance of and evaluate the benefit, productivity and impact of all programs funded and report their assessment and recommendations to the LEOs.
  - E. The SNWIB Staff is responsible for preparing an annual budget which must be submitted for approval by the LEOs.
  - F. Maintain a consolidated office support and staff structure in order to minimize costs of administration, and maximize the funding available for programs and services under the Act. The SNWIB is authorized to employ support staff as recommended by the Executive Director. The staff shall be considered to be employees of the separate legal, administrative, entity known as SNWIB. However, the staff shall provide support services to the LEOs and SNWIB jointly and perform functions for the SNWIB in performance of its responsibilities under the Act.
  - G. The SNWIB will be required to obtain legal counsel, separate and apart from the LEOs, on behalf of the SNWIB members and the organization. The Legal Counsel will be responsible for advising the SNWIB, providing legal opinions and ensuring compliance with applicable laws. The Legal Counsel will also be responsible for rendering direction and suggestions to the SNWIB in order to maintain due diligence.
3. Any member of the SNWIB may be removed for cause, by majority vote of the LEOs at a regularly scheduled meeting. "Cause" includes, but is not limited to:
- A. Failure to attend meetings as required by the SNWIB Bylaws.
  - B. Unprofessional conduct, including conduct detrimental to the effect and/or objectives of the SNWIB.
  - C. Willful neglect or failure to observe and carry out programs or policies adopted by the SNWIB.

If a member is removed, a vacancy occurs and a new member shall be appointed by the LEOs pursuant to the LEO Consortium Agreement and State Policy for notification of and filling of Local Workforce Investment Board vacancies.

4. The LEOs shall:
- A. Be financially liable for any misuse of grant funds and disallowed costs pursuant to WIA.
  - B. Have sole responsibility, by and through the SNWIB,

- 1) Receiving, disbursing and budgeting of all funds relating to WIA programs.
  - 2) Collecting program data necessary for management, evaluation and preparation of required and desired reports.
  - 3) Monitoring and evaluation of programs and program operators, subrecipients and service providers pursuant to the Act.
- C. Work with the Executive Director and board staff to resolve any questions arising from the audits.
- D. Develop and manage a system to hear and resolve grievances brought by participants, vendors and other interested parties as required by the Act and state compliance regulations.
- E. Hire the Executive Director. The Executive Director shall be directed by and answer solely to the LEOs and shall serve at the pleasure of LEOs. The Executive Director shall provide all information and documentation regarding all SNWIB administrative, operational, and fiscal matters relating to the Act to the LEOs and the SNWIB upon request. The nature, scope and frequency of the information relating to the Act that is to be provided pursuant to this paragraph by the Executive Director shall be specified by the LEOs. Whenever a vacancy occurs in the position of Executive Director of SNWIB, a new Executive Director shall be selected by the LEOs.
- F. In the case where liability is identified and validated concerning the misuse of grant funds or the disallowance of costs, liability and repayment of funds shall be in accordance with the following formula based on per capita:
- i. Clark County – 42.71%
  - ii. City of Las Vegas- 30.78%
  - iii. City of Henderson- 13.11%
  - iv. City of North Las Vegas- 9.97 %
  - v. Boulder City- .86%
  - vi. Nye County- 2.37%
  - vii. Esmeralda County -- .04%
  - viii. Lincoln County- .25%

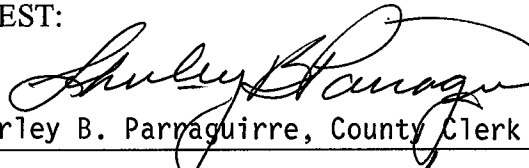
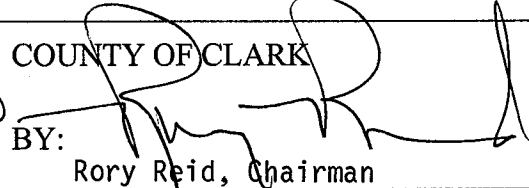
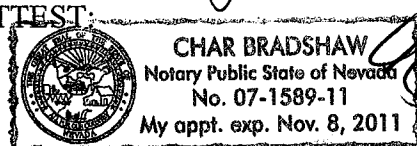
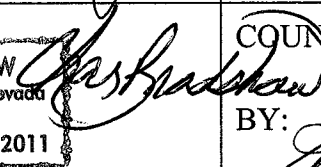
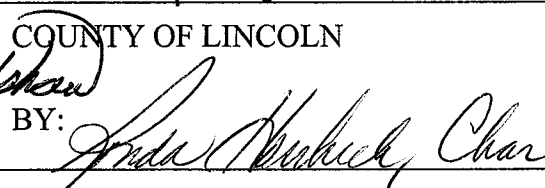

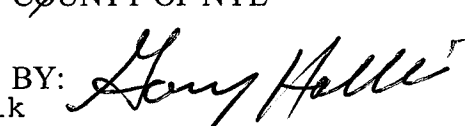
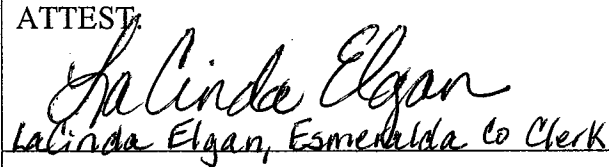
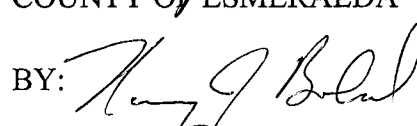
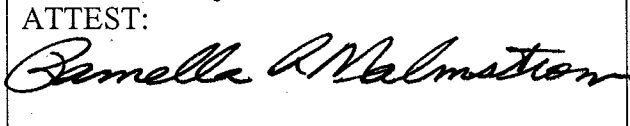

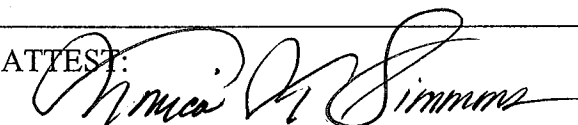
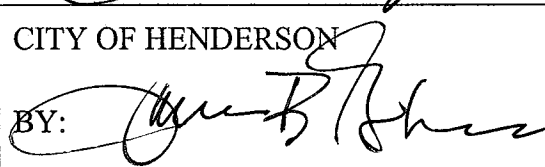
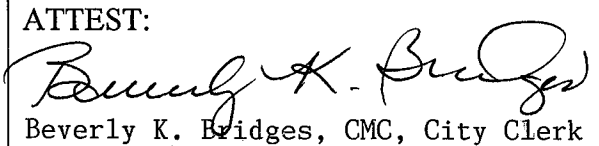
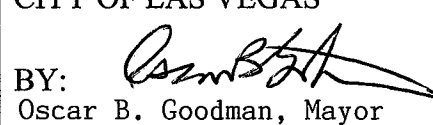
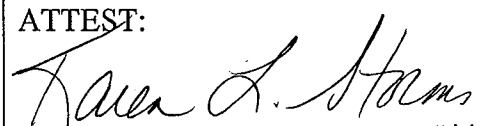
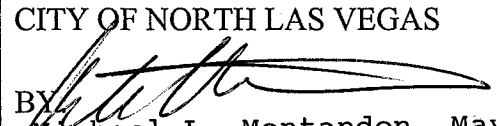
A mandatory review of the liability formula and the underlying factors upon which the calculations are based will be performed every two years and adjusted as deemed necessary by a vote of the LEOs. The recommended formula and the underlying calculation factors, or any amendment thereto, must be approved by the governing bodies of each of the respective counties or cities upon who liability is to be imposed in order to be effective. The formula liability herein governs prospective liability and becomes effective upon executing this consortium agreement. The liability formula provision regarding fiscal liability shall also be included in the required two-year WIA plan.


5. This Agreement may be amended by mutual consent of the SNWIB and LEOs at any time. Either party may propose amendment(s) by providing written notice; thereof, to the other party at least 60 days in advance of a regular meeting of the SNWIB. Any amendment must be approved by majority vote of each party.
6. This Agreement shall, automatically be renewed from year to year unless either party notifies the other in writing of its intention not to renew at least 180 days prior to the expiration of any one year period.

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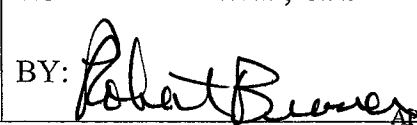
7. SNWIB and the LEOs agree that this document contains all of the agreements between the parties and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the matter hereof. All terms referred to in this Agreement are deemed to be part of this Agreement.

CHIEF LOCAL ELECTED OFFICIALS

<p>ATTEST:</p>  <p>Shirley B. Parraguirre, County Clerk</p>	<p>COUNTY OF CLARK</p>  <p>BY: Rory Reid, Chairman</p>
<p>ATTEST:</p>   <p>CHAR BRADSHAW Notary Public State of Nevada No. 07-1589-11 My appt. exp. Nov. 8, 2011</p>	<p>COUNTY OF LINCOLN</p>  <p>BY: Linda Wheeler, Chair</p>
<p>ATTEST:</p>  <p>Sandra L. Merlino, Nye County Clerk</p>	<p>COUNTY OF NYE</p>  <p>BY: Gary Haller</p>
<p>ATTEST:</p>  <p>Lalinda Elgan, Esmeralda Co Clerk</p>	<p>COUNTY OF ESMERALDA</p>  <p>BY: Tony J. Belal</p>
<p>ATTEST:</p>  <p>Pamela A. Malmstrom</p>	<p>CITY OF BOULDER CITY</p>  <p>BY: Vicki T. Hayes</p>
<p>ATTEST:</p>  <p>Monica M. Simmons, CMC, City Clerk Council Action: 6/19/07</p>	<p>CITY OF HENDERSON</p>  <p>BY: Dave Olsen</p>
<p>ATTEST:</p>  <p>Beverly K. Bridges, CMC, City Clerk</p>	<p>CITY OF LAS VEGAS</p>  <p>BY: Oscar B. Goodman, Mayor</p>
<p>ATTEST:</p>  <p>Karen L. Storms, CMC, City Clerk</p>	<p>CITY OF NORTH LAS VEGAS</p>  <p>BY: Michael L. Montandon, Mayor</p>

APPROVED AS TO FORM:  
  
 Dave Olsen, City Attorney

SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD

<p>ATTEST:</p> 	<p>ROBERT BREWER, CHAIR</p> <p>BY: </p>
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