

**AGREEMENT BY AND BETWEEN THE WORKFORCE ALLIANCE OF SOUTH
CENTRAL KANSAS, INC. AND THE CHIEF ELECTED OFFICIALS BOARD**

THIS AGREEMENT is by and between the Workforce Alliance of South Central Kansas, Inc. (Workforce Alliance) and the Chief Elected Officials Board (CEOB) for the Kansas Local Workforce Innovation and Opportunity Act (WIOA) Area IV.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) (WIOA), the counties of Butler, Cowley, Harper, Kingman, Sedgwick and Sumner counties have been designated as the Kansas WIOA Local Area IV by the Governor of the State of Kansas and by agreements of member counties; and

WHEREAS, pursuant to the provisions of WIOA, CEOB designates the Workforce Alliance as the Local Workforce Development Board (LWDB) for Local Area IV; and

NOW THEREFORE, in consideration of the promises and the mutual covenants and obligations contained herein, CEOB and Workforce Alliance do hereby agree to the following provisions as the governing principles of the partnership between them for the effective planning, coordination and implementation of the employment and training system within Local Area IV.

SECTION I. DESIGNATIONS

1.01 The Governor of the State of Kansas has designated CEOB as the Grant Recipient for Local Area IV, in accordance with the procedures set forth in WIOA.

1.02 CEOB has designated the Workforce Alliance as the LWDB for Local Area IV and has appointed members to the Workforce Alliance in accordance with the procedures set forth in WIOA.

SECTION II. FUNCTIONS AND RESPONSIBILITIES OF CEOB

2.01 There will be no more than 15 and no fewer than seven members on the CEOB. The counties of Butler, Cowley, Harper, Kingman, Sedgwick and Sumner counties, which have been collectively designated as the Kansas Workforce Innovation and Opportunity Act Local Area IV, may each appoint up to two (2) members for the CEOB. Active Councils of Local Governments in Local Area IV may also appoint a member of the CEOB. Those appointed must be an elected official (mayor, commissioner and/or councilmember) of the county or a city within the county which they are appointed to represent. Each appointment will last 3 years consistent with the strategic planning cycle. Unless stated otherwise herein, appointments begin on July 1 and end on June 30. When vacancies arise it is up to the organization with the opening to appoint a new member. A position on the CEOB is considered vacant on the date the term expires, a member becomes ineligible, a member is removed, or a member resigns or dies. The vacancy shall be

filled by the appointing county through reappointment or replacement within sixty (60) days of the creation of the vacancy.

2.02 The duties of the CEOB include attending biannual meetings in May and November. Special meetings can be called as needed. Each meeting falls under the Kansas Open Meetings Act.

2.03 The CEOB shall appoint the members of the Local Area Workforce Development Board, hereinafter referred to as the LWDB, for the Kansas Workforce Investment Area IV. Such appointments shall be made pursuant to the provisions of WIOA and applicable federal and state regulations.

2.04 The CEOB shall carry out the duties of the CEOB as outlined in the WIOA for Local Area IV, and the elected officials in Local Area IV who serve on the CEOB will carry out the duties as outlined in the WIOA for the CEOB.

2.05 The CEOB shall serve as Grant Recipient for grant funds under Workforce Innovation and Opportunity Act Title I Adult, Dislocated Worker and Youth Programs.

SECTION III. FUNCTIONS AND RESPONSIBILITIES OF WORKFORCE ALLIANCE

3.01 The Workforce Alliance, as the One Stop Operator in Local Area IV, shall annually develop a budget for One Stop operations that complies with the provisions of WIOA and supports the workforce priorities for the region as outlined in the Local Area Plan. The budget shall include estimates of revenues and expenditures, and shall be submitted to CEOB for review no later than 45 days prior to the start of each fiscal year. Upon request of CEOB, Workforce Alliance shall submit a detailed work plan explaining its budget.

SECTION IV. FINANCIAL ARRANGEMENT

4.01 Funds will be provided from the Kansas Workforce Innovation and Opportunity Act Area IV's annual allocation under WIOA and other appropriate Federal and State sources to support the functions of Local Area IV as specified in the WIOA and other pertinent regulations. Any services funded through this process shall be held to all requirements and performance standards, including standards of cost and price reasonableness, specified by the WIOA and all other applicable federal and state laws and regulations.

4.02 Liability to repay amounts from funds received under WIOA that are legally determined to be a misappropriation of funds received by Local Area IV due to: 1) willful disregard of WIOA and accompanying rules and regulations, 2) gross negligence, or 3) failure to observe accepted standards of administration (referred to as an "audit exception" or an "administrative finding"), and which are not payments for services provided to the resident of a specific county, shall be paid for by contributions from each County. The amount of contributions required from

each county in such an event shall be based on the percentage of the total number of clients serviced in each county in the previous year in comparison with the total number of clients served in Local Area IV as a whole.

4.03 Workforce Alliance will secure Director/Officer bonding and insurance, including errors and omissions insurance, as well as any other insurance deemed appropriate. To the extent applicable, this insurance coverage shall indemnify and hold harmless each County and Council of Local Governments within Local Area IV, including for repayment liability under Section 4.02 of this Agreement.

SECTION V. MODIFICATION OR TERMINATION OF AGREEMENT

5.01 This Agreement may be modified from time to time by mutual written agreement that is executed by Workforce Alliance and CEOB.

5.02 Neither party shall be liable for any delay in or inability to perform its obligations hereunder if immediate notice is given and if the delay or inability to perform is due to any event beyond the reasonable control of such party such as but not limited to acts of God, fire, flood, storm, explosion, riot, war or strike or any other circumstance of a like or different nature.

5.03 This Agreement shall be governed by the laws of the State of Kansas as to interpretation and performance.

5.04 In any case of an inconsistency between any provision of this Agreement and any provision or section of an applicable Federal, State or County rule, regulation or law, then the applicable Federal, State, or County rule, regulation or law shall supersede and control the conflicting provision of this Agreement.

5.04 If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall remain in full force and effect.

5.05 This Agreement shall remain in effect until terminated by either of the parties upon thirty (30) day written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, respectively, on this _____ day of _____, 2016.

Chairman
Local Area IV Workforce Development Board
Workforce Alliance of South Central Kansas

Chief Elected Officials Board for the Kansas
Local Workforce Innovation and
Opportunity Act