

AGREEMENT
Between the Members of the
GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD

Chief Elected Official Agreement

THIS AGREEMENT (Agreement) is entered into on July 1, 2024 between the members of the Greater Nebraska Chief Elected Officials Board (GNCEOB), pursuant to the Workforce Innovation and Opportunity Act (WIOA), (Public Law 113-128).

WHEREAS, WIOA was signed into law on July 22, 2014 and has been implemented in the State of Nebraska;

WHEREAS, the Governor of the State of Nebraska and GNCEOB have entered into an Agreement identifying the Governor as grant recipient, the GNCEOB as the Chief Elected Official (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) (Grant Recipient Agreement); and

WHEREAS, the GNWDA consists of 88 counties (including all of Nebraska, except Douglas, Sarpy, Washington, Lancaster, and Saunders counties); and

WHEREAS, the GNCEOB and the Greater Nebraska Workforce Development Board (GNWDB) have entered into an Agreement establishing the responsibilities and duties of the GNCEOB and GNWDB (GNWDA Agreement); and

WHEREAS, the members of the GNCEOB desire to establish a local system to perform the responsibilities under WIOA based on the concept of a service delivery system and American Job Center for "one-stop" services administered by NDOL as the administrative entity for the Greater Nebraska Workforce Development Area (GNWDA).

WHEREAS, the purpose of this Agreement is to establish the responsibilities of the members of the GNCEOB.

NOW, THEREFORE, the parties mutually agree as follows:

I – Purpose of Agreement

Pursuant to 20 CFR 679.310(e), if a local area includes more than one unit of general local government, in accordance with Sec. 107(c)(1)(B) of WIOA, the chief elected officials of such units may execute an agreement to describe their responsibilities for carrying out the roles and responsibilities. The purpose of this Agreement is to establish responsibilities among GNCEOB members in order to effectively carry out the functions set out in Grant Recipient Agreement and GNWDA Agreement; and to designate an authorized representative to function as the "chief elected official" under WIOA.

II – Responsibilities of GNCEOB Members

The GNCEOB members will actively engage in activities necessary and proper for the execution of responsibilities specified in the Grant Recipient Agreement and the GNWDA Agreement, and as may otherwise be required by WIOA and its implementing regulations, and other applicable law, regulation, and policy.

III – Designation of Chief Elected Official

The Chair of the GNCEOB is designated as the authorized representative of the parties to serve as the "chief elected official" as defined and delineated by WIOA §§ 3 (9) and 107 (c) (1) (B). The Chair shall serve this function with the oversight and approval of the GNCEOB.

IV - Term of Agreement and Termination

- A. This Agreement is effective July 1, 2024 through June 30, 2026, and supersedes the prior Agreement between the parties (Agreement #023-0030-2020).
- B. This Agreement may be renewed for up to two (2) additional two (2) year periods, upon mutual, written agreement of the parties.
- C. This Agreement may be amended, extended, or renewed (as specified herein), upon mutual written agreement of the parties.
- D. This Agreement shall terminate upon the occurrence of any one or all of the following:
 - 1. Mutual, written agreement of the parties.
 - 2. By agreement of the GNCEOB, in full, or in part, in the event of a lack of funding or termination of federal funds which permit funding WIOA programming in the GNWDA.
 - 3. In the event this Agreement is declared void or unenforceable by final order of a court of competent jurisdiction.
 - 4. Expiration of the term of the Agreement.

V - Notice

All notices, requests, or other communications to members of the GNCEOB relating to this Agreement shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the GNCEOB at the respective addresses set forth below. All notices, requests, or communications shall be deemed effective upon personal delivery or deposit in the mail.

GNCEOB:	
Stanley Clouse, Chair 18 East 22 nd Street Kearney, NE 68848	Telephone: (308) 233-3216 E-Mail: SAClouse@nppd.com

VI – Conflict of Interest

No member of GNCEOB who has or will participate in the selection, the award, or the administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the Agreement. Members of GNCEOB shall comply with state and local conflict of interest policies.

VII – Compliance with Applicable Law

The parties agree to comply with WIOA, and all other applicable law, regulation, and policy, including but not limited to, civil rights and equal opportunity requirements, and requirements imposed by through applicable federal funding notices, award documents, or grant agreements.

VIII – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nebraska.

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[signature page follows]

IX - 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.

Bryan Bequette

[Bryan Bequette \(Jul 1, 2024 10:45 CDT\)](#)

BRYAN BEQUETTE, Mayor
City of Nebraska City

Stanley A. Clouse

[Stanley A. Clouse \(Jul 1, 2024 14:31 CDT\)](#)

STANLEY CLOUSE, Chair
City of Kearney

Hal Haeker

[Hal Haeker \(Jul 1, 2024 15:33 CDT\)](#)

HAL HAEKER, Mayor
City of Alma

Joe Hewgley

[Joe Hewgley \(Jul 29, 2024 11:43 CDT\)](#)

JOE HEWGLEY, County Commissioner
Lincoln County

WILLIAM STEWART, County Commissioner
Dawson County

Troy Uhlir

[Troy Uhlir \(Jul 27, 2024 09:48 CDT\)](#)

TROY UHLIR, County Commissioner
Madison County