

**CITY OF LINCOLN - LANCASTER COUNTY - SAUNDERS COUNTY**

**Local Workforce Investment Area Interlocal Agreement**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Lincoln, Nebraska, a municipal corporation (Lincoln), the County of Lancaster, Nebraska (Lancaster County), and the County of Saunders, Nebraska (Saunders County) all political subdivisions of the State of Nebraska.

WHEREAS, the parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et. seq. as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Greater Lincoln Local Service Area (Greater Lincoln) in the City of Lincoln, Lancaster County, and Saunders County has previously been designated by the state of Nebraska as a service delivery area under the Workforce Investment Act, P.L. 105-220 (WIA) and the Mayor of the City of Lincoln has performed the functions of the "appropriate chief elected official" under 1998, P.L. 105-220 (WIA) and now under Workforce Innovation and Opportunity Act, the State of Nebraska has made the same service delivery area designation and this Agreement seeks the same designation of the Mayor of the City of Lincoln as the Chief Elected Official; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 P.L. 113-128 hereinafter referenced as (WIOA) provides the procedures for local systems to be designated as a Local Workforce Area to perform the obligations under WIOA and assume some of the responsibilities formerly provided under WIA; and

WHEREAS, the parties desire to establish a local system to perform the responsibilities under WIOA based on the concept of a service delivery system with an American Job Center for

"one-stop" services as selected by the Greater Lincoln Workforce Development Board (GLWDB);  
and

WHEREAS, the parties enter this Agreement to outline the responsibilities of each party in establishing a local Workforce Service Delivery Area as required by WIOA and to designate the "chief elected official" under WIOA § 107(c)(1)(B).

NOW, THEREFORE, it is mutually agreed between Lincoln, Lancaster County and Saunders County to enter into an agreement upon the following terms and conditions:

1. **Purpose.** The purpose of this Agreement is to establish a local system to be designated as a local workforce area under the Workforce Innovation and Opportunity Act of 2014, WIOA § 107, as a cooperative exercise of authority among the parties without creating a separate joint entity and to designate an authorized representative to function as the "chief elected official" under the WIOA.

2. **Local Workforce Area.** In accordance with the designation of the governor of the State of Nebraska, the Greater Lincoln Local Workforce Area shall mean the City of Lincoln, Lancaster County, and Saunders County, Nebraska.

3. **Greater Lincoln Workforce Development Board (GLWDB).** The GLWDB shall consist of members as provided and described in the WIOA, Section 107 (b), and as provided in the State of Nebraska's criteria policy for local workforce development boards.

(a) Per WIOA and the state policy, the Board shall consist of a majority of members representing business, in accordance which at a minimum shall include business representatives in the local area, who:

(i) Are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority;

(ii) Represent businesses including small business, or organizations representing businesses that provide employment opportunities that reflect the

employment opportunities of the local area and includes 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) Representatives of the workforce within the local area. The workforce members shall constitute not less than 20 percent of the members of the local board. This portion must include labor organization representatives nominated by local labor federations or other representatives of employees per WIOA 107(b)(2)(B); and must include a representative who shall be a member of a labor organization or a training director from a joint-labor management program or if no such program exists in the area, a representative of an apprenticeship program if one exists in the area.

(i) Representatives may also include representatives of community based organizations that have demonstrated experience and expertise in addressing 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.

(ii) Representatives may also 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) Representatives of entities administering education and training activities in the local area.

(i) These persons must include a representative of eligible providers administering education and literacy activities, and a representative of institutions of higher education providing workforce investment activities (including community

colleges). If there are multiple eligible providers serving the local area by administering adult education and literacy services, or multiple institutions of higher education serving the local area by providing workforce investment activities, each representative from this category of local board composition shall be appointed from among individuals nominated by local providers representing such providers or institutions, respectively.

(ii) These persons may include representatives of local education 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) Representatives of governmental and economic and community development entities serving the area. These persons must include a representative of economic and community development activities, a representative from the state employment office under Wagner-Peyser Act serving the local area, and a representative of vocational rehabilitation programs serving the local area.

(i) These persons may also include representatives of agencies or entities administering programs serving the local relating to transportation, housing and public assistance as well as philanthropic organizations serving the local area.

(e) Members appointed to the Board that represent organizations, agencies or other entities shall be individuals with optimum policymaking authority per WIOA Section 107(b)(5).

(f) Such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate consistent with the WIOA.

(g) A Workforce Administrator shall be assigned to provide administrative services to the GLWDB. The City Treasurer shall be the treasurer of the GLWDB. The Lincoln City Attorney shall provide legal services to the GLWDB as may be required. In

addition, the Mayor of the City of Lincoln or a designated staff person representing the Mayor may be a nonvoting ex-officio member of the Board.

4. **Authorized Representative Designated.** The Mayor of Lincoln (Mayor) is hereby designated as the authorized representative of the parties to serve as the "chief elected official" as defined by § 3(9) and 107(c)(1)(B). This designation shall include, but shall not be limited to the authority to:

- (a) Appoint members to the GLWDB in accordance with the WIOA;
- (b) Approve a memorandum of understanding with the GLWDB consistent with the WIOA to provide for the operation of the one-stop delivery system in the Greater Lincoln service area;
- (c) Review and approve the GLWDB's designation and certification of the one-stop operator and to terminate for cause the eligibility of such operators;
- (d) Review and approve a memorandum of understanding with one-stop partners;
- (e) Approve the GLWDB designation of the local area used for measuring the performance of the local fiscal agent (where appropriate), eligible providers, and the one-stop delivery system;
- (f) Approve the GLWDB local and regional plan submission and any modifications;
- (g) Provide administration and oversight of the delivery system as provided in this Agreement; and
- (h) Carry out any other responsibilities assigned to the chief elected officials of Lincoln, Lancaster County and Saunders County.

5. **Duties of the GLWDB.** The GLWDB shall have the duties in the Greater Lincoln Area as provided in the WIOA and approved in the local plan and agreement between the CEO and the GLWDB.

6. **Administration.** As grant recipient, the Mayor shall administer the funds allocated to the local system, and the City of Lincoln shall bear sole liability for misuse of grant funds pursuant to WIOA. The Mayor shall have authority to approve or deny applications for funds for the local system and execute all contracts and agreements entered into with the United States Department of Labor, the governor of Nebraska, or other departments, agencies, organizations, businesses, or local governments as deemed necessary and desirable under the WIOA or under the local plan promulgated pursuant WIOA. The Mayor shall not approve the local plan until said plan has been provided for review and comment to Saunders County and Lancaster County. The administration of budgeted funds shall include the right to apply for, receive, and expend grants, and to make transfers of unencumbered balances or portions thereof between major expense categories pursuant to state policy.

7. **Budget Process.** The budget for the local board shall be prepared annually by the GLWDB and it shall be reviewed and approved by the CEO. The budget for the local system shall be prepared annually by the CEO in collaboration with the GLWDB and the budget shall be approved by the governing bodies as provided in the local plan. Any action requiring the expenditure of funds not permitted by the annual budget, shall require the separate approval of the governing bodies.

8. **Purchasing.** All purchases for the local system shall be made in accordance with applicable law and the purchasing regulations of the City of Lincoln, and all funds shall be handled by and through the City Treasurer in the City Finance Department. No funds shall be disbursed except as authorized by this Agreement.

9. **Duration/Termination.** This Agreement shall be and remain in full force and effect for one (1) year from the date hereof and every year thereafter unless terminated by 90 days' written notice by either party. In case of termination, the property or equipment, acquired, held or disposed of for the local system shall be considered property of the City of Lincoln unless

provided otherwise in the local plan. Disposition of all records of the local system shall be made pursuant to law.

10. **Prior Interlocals.** The Parties agree that by entering into this Agreement they hereby terminate previous Interlocal Agreements amongst the Parties governing similar subject matter entered into on or about September 23, 1999 executed under Resolution No. A-79737 and entered into on or about March 17, 2014 executed under Resolution No. A-88142.

11. **Governor Approval.** Pursuant to the Interlocal Cooperation Act § 13-805 this Agreement shall, as a condition precedent to its entry into force, be approved as to all matters provided through WIOA or otherwise within the jurisdiction of the State of Nebraska by the Governor of the State of Nebraska.

12. **Counterparts.** This Agreement may be executed in three counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED BY THE CITY COUNCIL  
OF THE CITY OF LINCOLN, NEBRASKA  
by Resolution No. A-\_\_\_\_\_,  
adopted \_\_\_\_\_, 2017.

Approved as to form this \_\_\_\_ day of  
\_\_\_\_\_, 2017.

CITY OF LINCOLN, NEBRASKA

By: \_\_\_\_\_  
Chris Beutler, Mayor

\_\_\_\_\_  
Assistant City Attorney

APPROVED BY THE LANCASTER COUNTY BOARD by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2017.

COUNTY OF LANCASTER, NEBRASKA  
By Lancaster County Board of Commissioners

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Lancaster County Attorney



APPROVED BY THE SAUNDERS COUNTY BOARD by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2017.

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Saunders County Attorney

COUNTY OF SAUNDERS, NEBRASKA  
By Saunders County Board of Supervisors

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APPROVED BY:

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Pete Ricketts  
Governor of the State of Nebraska