

AGENDA
LOCAL ELECTED OFFICIALS CONSORTIUM
TUESDAY, FEBRUARY 8, 2022 | 1:00 PM

Workforce Connections
Rosalie Boulware Conference Room
6330 W. Charleston Blvd., Suite 150
Las Vegas, Nevada 89146

Voice stream link: [Workforce Stream](#)

This agenda has been properly noticed on the Workforce Connections website at www.nvworkforceconnections.org, the Nevada Public Notice website at <https://notice.nv.gov>, and the following locations in compliance with the Nevada Open Meeting Law (Nevada Revised Statutes Chapter 241);

- City of Las Vegas, 495 S. Main St., Las Vegas, NV;
- City of North Las Vegas, 2250 N. Las Vegas Blvd., North Las Vegas, NV;
- Clark County Clerk's Office, 500 S. Grand Central Pkwy., Las Vegas, NV;
- Esmeralda County Courthouse, 233 Crook Street, Goldfield, NV;
- Henderson City Hall, 240 Water St., Henderson, NV;
- Boulder City (City Hall), 401 California Ave., Boulder City, NV;
- Workforce Connections, 6330 W. Charleston Blvd., Ste. 150, Las Vegas, NV;
- Nevada JobConnect, 3405 S. Maryland Pkwy., Las Vegas, NV;
- Lincoln County Courthouse, 181 Main St., Pioche, NV;
- Nye County School District, 484 S. West St., Pahrump, NV; and
- Pahrump Chamber of Commerce, 1302 S. Highway 160, Pahrump, NV.

PUBLIC COMMENT

The Local Elected Officials Consortium (Consortium) complies with the Nevada Open Meeting Law by taking public comment related to matters posted on the agenda at the beginning of the meeting prior to approving the agenda and before any other action is taken, and by taking public comment again before the adjournment of the meeting on any matter or topic that is relevant to or within the authority or jurisdiction of the Consortium. As required by the Nevada Open Meeting Law, the Consortium may only consider items posted on the agenda.

Anyone interested in providing public comment may participate via the following methods:

1. E-mail publiccomment@snywc.org no later than 12:00 PM on February 8, 2022; or
2. Appear in person at Workforce Connections, 6330 W. Charleston Blvd., Suite 150, Las Vegas, NV, 89146. Please arrive no later than 12:45 PM. To enter the building and join the public comment queue, you must pass the health screening procedure. Masks are required.

If you wish to speak on matters on or off the agenda, please step to the podium and clearly state and spell your name for the record. In consideration of others, please avoid repetition and limit your comments to no more than three (3) minutes. As a courtesy, we would also ask those not speaking to be

seated and not interrupt the speaker. Public comment that is repetitious, slanderous, offensive, and inflammatory, amounts to personal attacks or interferes with the rights of other speakers is not allowed. Any person who acts in violation of these rules may be excused from the remainder of the meeting.

It is the intent of the Consortium to give all citizens an opportunity to be heard. Welcome to our meeting.

Copies of non-confidential supporting materials provided to the Consortium are available upon request. Request for such supporting materials should be made to Suzanne Benson at (702) 636-2300 or sbenson@nvworkforceconnections.org. Such supporting materials are available online at: www.nvworkforceconnections.org.

Auxiliary aids and services are available upon request to individuals with disabilities by notifying Dianne Tracy in writing at 6330 W. Charleston Blvd., Ste. 150, Las Vegas, NV 89146; or by calling (702) 638-8750; or by fax at (702) 638-8774. The TTY/TDD access number is (800) 326-6868 / Nevada Relay 711. A sign language interpreter may also be made available with twenty-four (24) hours advance notice. An Equal Opportunity Employer/Program.

NOTE: MATTERS IN THIS AGENDA MAY BE TAKEN OUT OF ORDER.

Consortium Members: Councilman Scott Black, Chair; Councilwoman Olivia Diaz, Vice Chair; Councilwoman Michelle Romero, Vice Chair-Elect; Commissioner Leo Blundo, Councilman Mathew Fox, Commissioner Varlin Higbee, Commissioner William McCurdy II, and Commissioner De Winsor.

All items listed on this agenda are for action by the Consortium unless otherwise noted. Action may consist of any of the following: approve, deny, condition, hold, or table. Public hearings may be declared open by the Chair, as required for any of the items on this agenda designated for discussion and possible action or to provide direction and recommendations to Workforce Connections.

AGENDA

1. **CALL TO ORDER**, Confirmation of posting, roll call, and Pledge of Allegiance.
Councilman Scott Black, Chair.....2
2. **FIRST PUBLIC COMMENT SESSION**: Members of the public may now comment on any matter posted on this agenda, which is before the Consortium for consideration and action today. Please clearly state and spell your name for the record. Each comment will be limited to three (3) minutes.
Councilman Scott Black, Chair.....4
3. **DISCUSSION AND POSSIBLE ACTION**: Approve the agenda with inclusions of any emergency items and deletions of any items.
Councilman Scott Black, Chair..... 5
4. **DISCUSSION AND POSSIBLE ACTION**: Approve the Local Elected Officials Consortium Minutes of January 11, 2022.
Councilman Scott Black, Chair.....6

- 5. **DISCUSSION AND POSSIBLE ACTION:** Review, discuss and approve employment agreement for Executive Director Jaime Cruz with an annual base salary, inclusive of any one-time bonus, not to exceed the annual rate of pay of \$203,700, as prescribed for Level II of the Executive Schedule under 5 U.S.C. §5313. The term of the employment agreement shall be discussed for a potential of an initial term of one (1) but not to exceed five (5) years, with annual options to renew with an effective date of October 11, 2021, and ending on December 31 in the final year of the initial term.
Councilman Scott Black, Chair.....11

- 6. **INFORMATION:** Executive Directors Report.
Jaime Cruz, Executive Director26
 - a. Joint Powers Agreement and updated Workforce Connections Board Bylaws.
 - b. Strategic Planning Session.
 - c. Upcoming Investment Cycle.
 - d. Upcoming NAWB Forum 2022.

- 7. **INFORMATION:** Consortium member updates and identification of emerging issues to be addressed at a future meeting.
Councilman Scott Black, Chair.....27

- 8. **SECOND PUBLIC COMMENT:** Members of the public may now comment on any matter or topic which is relevant to or within the authority or jurisdiction of the Consortium. You may comment now even if you commented earlier, however, please do not simply repeat the same comment you previously made. Please clearly state and spell your name for the record. Each comment will be limited to three (3) minutes.
Councilman Scott Black, Chair.....28

- 9. **ADJOURNMENT**

Agenda Item 2. FIRST PUBLIC COMMENT SESSION:

Members of the public may now comment on any matter posted on this agenda, which is before the Consortium for consideration and action today. Please clearly state and spell your name for the record. Each comment will be limited to three (3) minutes.

~ Councilman Scott Black, Chair

Agenda Item 3. DISCUSSION AND POSSIBLE ACTION:

Approve the agenda with inclusions of any emergency items and deletions of any items.

~ *Councilman Scott Black, Chair*

Agenda Item 4. DISCUSSION AND POSSIBLE ACTION:

Approve the Local Elected Officials Consortium Minutes of January 11, 2022.

~ *Councilman Scott Black, Chair*

MINUTES
LOCAL ELECTED OFFICIALS CONSORTIUM
TUESDAY, JANUARY 11, 2022 | 1:00 PM

Workforce Connections (WC)
Rosalie Boulware Conference Room
6330 W. Charleston Blvd., Suite 150
Las Vegas, NV 89146

LEO Consortium Members Present

Councilman Scott Black, Chair – City of North Las Vegas
Councilwoman Olivia Diaz, Vice Chair – City of Las Vegas
Councilwoman Michelle Romero, Vice Chair-Elect – City of Henderson
Commissioner Leo Blundo – Nye County
Councilwoman Mathew Fox – City of Boulder City
Commissioner William McCurdy II – Clark County
Commissioner Varlin Higbee, Chair – Lincoln County
Commissioner De Winsor – Esmeralda County

LEO Consortium Members Absent

None

WC Board Staff Present

Jaime Cruz, Executive Director
Irene Bustamante Adams, Deputy Director & Chief Strategy Officer
Jim Kostecki, Chief Financial Officer
Dr. Ricardo Villalobos, Chief Programs Officer
Brett Miller, Strategic Analysis Manager
Adrina Ramos-King, Strategic Initiatives Manager
Suzanne Benson, Board Administrator
Ana Chavez, Executive Assistant
Sonia Mendez, Project Administrator
Jeannie Kuennen, Program Manager
Vicente Nacario, Program Manager
Adrina Ramos-King, Strategic Initiatives Manager
Tom Dang, IT Analyst
Chris Shaw, IT Analyst

Others Present

Andrew Moore, North Las Vegas
Aaron Smith, C2 Global Professional Services, LLC
Chakib Chehadi, C2 Global Professional Services, LLC
Jerrie Merritt, WC Board Chair
Anthony Manor, Clark County

(It should be noted that not all attendees may be listed above).

1. **CALL TO ORDER, confirmation of posting, roll call, and Pledge of Allegiance.**

The meeting was called to order by Chair Councilman Scott Black at 1:00 pm. Staff confirmed the meeting had been properly noticed and posted in accordance with the Nevada Open Meeting Law; roll call was taken, and a quorum was present.

2. **FIRST PUBLIC COMMENT SESSION: Members of the public may now comment on any matter posted on this agenda, which is before the Consortium for consideration and action today. Please clearly state and spell your name for the record. Each comment will be limited to three (3) minutes.**

None.

3. **DISCUSSION AND POSSIBLE ACTION: Approve the agenda with inclusions of any emergency items and deletions of any items.**

Jaime Cruz, Executive Director, confirmed there were no changes to the agenda.

A motion was made by Councilwoman Olivia Diaz and seconded by Commissioner Leo Blundo to approve the agenda as presented. Motion carried.

4. **DISCUSSION AND POSSIBLE ACTION: Approve the Local Elected Officials Consortium Minutes of November 9, 2021.**

The Minutes are provided on pages 7-13 of the agenda packet.

A motion was made by Councilwoman Olivia Diaz and seconded by Councilwoman Michelle Romero to approve the Local Elected Officials Consortium Minutes of November 9, 2021. Motion carried.

5. **DISCUSSION AND POSSIBLE ACTION: Approve the reappointment of Board member, Tommy White, Chairman, Southern Nevada Laborers Employers Cooperation and Education Trust (LECET) for a two-year term beginning March 1, 2022.**

A motion was made by Councilwoman Michelle Romero and seconded by Councilwoman Olivia Diaz to approve the reappointment of Board member, Tommy White, Chairman, Southern Nevada Laborers Employers Cooperation and Education Trust (LECET) for a two-year term beginning March 1, 2022. Motion carried.

6. **DISCUSSION AND POSSIBLE ACTION: Approve and authorize Board's recommendation to award a new contract to C2 Global Professional Services, LLC, (C2 GPS) to provide WIOA Title I Youth services in the Central Cluster. The award amount shall not exceed \$4,250,000. This is a new contract from the existing procurement action of 2018, which allows for a contract with an 18-month term. The contract and budget period shall be January 13, 2022, through June 30, 2023.**

Jaime Cruz, Executive Director, provided background.

The youth program expenditures are trending low at 20%. This number should be closer to 50%. The pandemic has caused delays in services and decreased the number of job seekers. A two-prong approach was developed to address the issue:

1. Issue notice of deficiencies to service providers, provide ongoing technical assistance, and partner with the service providers on a corrective action plan to increase expenditures by the end of the program year.
2. Bring in extra help from the pool of proposal submittals from the existing procurement. Two proposals were submitted for Youth services in the Central cluster. The number one ranked proposal was funded, and the number two ranked proposal is C2 GPS. WC staff reached out to C2 GPS and received confirmation that they are still interested in providing WIOA services. Received references from six local boards that have done business with C2 GPS (p. 17-19 of the agenda packet). C2 GPS met and/or exceeded expectations and performance outcomes in all instances and has demonstrated the ability to adapt and overcome challenges.

Mr. Cruz stated that WC Board member and president of College of Southern Nevada (CSN), Dr. Federico Zaragoza, has offered C2 GPS no-cost space at CSN to allow them to quickly transition.

Dr. Ricardo Villalobos, Chief Programs Officer, reported that C2 GPS is expected to serve 425 youth and meet the WIOA youth performance measures for employment, median earnings, credential attainment, and measurable skill gains. Discussion ensued.

Chair Black opened the floor to questions for C2 GPS and invited Mr. Cruz to speak further regarding the existing Youth contracts.

Mr. Cruz stated that funding C2 GPS will not affect the existing Youth contracts and/or take away from those commitments because it is a separate amount of money.

Councilwoman Romero asked what strategies C2 GPS will use to reach youth that do not have electronic devices and/or access to other resources.

Aaron Smith, C2 GPS, summarized outreach strategy: (1) hire individuals from the communities they will serve.; (2) formulate and leverage partnerships locally for referrals and wraparound services that youth need to be successful; and (3) digital strategy.

Commissioner McCurdy asked C2 GPS what percentage of their contract will be subcontracted.

Mr. Smith, C2 GPS, replied that the only subcontracting will be the employer of record for the youth work experiences.

Backup is provided on pages 17-19 of the agenda packet.

A motion was made by Councilwoman Olivia Diaz and seconded by Councilwoman Michelle Romero to approve and authorize Board's recommendation to award a new contract to C2 Global Professional Services, LLC, to provide WIOA Title I Youth services in the Central Cluster. The award amount shall not exceed \$4,250,000. This is a new contract from the existing procurement action of 2018, which allows for a contract with an 18-month term. The contract and budget period shall be January 13, 2022, through June 30, 2023. Motion carried.

7. **INFORMATION: Consortium member updates and identification of emerging issues to be addressed at a future meeting.**

Jaime Cruz reminded the LEOs of the strategic planning conversation scheduled for tomorrow at the Windmill Library. The lunch with the WC Board and LEOs will begin at 12:00 PM and the strategic planning will begin at 1:00 pm.

8. **SECOND PUBLIC COMMENT: Members of the public may now comment on any matter or topic which is relevant to or within the authority or jurisdiction of the Consortium. You may comment now even if you commented earlier, however, please do not simply repeat the same comment you previously made. Please clearly state and spell your name for the record. Each comment will be limited to three (3) minutes.**

None.

9. **ADJOURNMENT.**

The meeting adjourned at 1:45 p.m.

Agenda Item 5. DISCUSSION AND POSSIBLE ACTION:

Review, discuss and approve employment agreement for Executive Director Jaime Cruz with an annual base salary, inclusive of any one-time bonus, not to exceed the annual rate of pay of \$203,700, as prescribed for Level II of the Executive Schedule under 5 U.S.C. §5313. The term of the employment agreement shall be discussed for a potential of an initial term of one (1) but not to exceed five (5) years, with annual options to renew with an effective date of October 11, 2021, and ending on December 31 in the final year of the initial term.

~ Councilman Scott Black, Chair

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into this ____ day of February, 2022, by and between Jaime Cruz, (hereinafter referred to as “Executive Director”), and the Chief Local Elected Officials Consortium (hereinafter referred to as “LEOs”) of the Southern Nevada Workforce Development Area.

RECITALS

WHEREAS, pursuant to the Workforce Innovation and Opportunity Act of 2014 (hereinafter referred to as “WIOA”), the LEOs was created through a cooperative agreement entered into by the Counties of Clark, Nye, and Esmeralda and the cities of Boulder City, Henderson Las Vegas, and North Las Vegas (“Cooperative Agreement”); and

WHEREAS, the Workforce Connections Board (“WCB”) is the subrecipient for WIOA funds and Workforce Connections is the designated fiscal agent for the Southern Nevada Workforce Development Area for the provision and oversight of employment and training services under the State of Nevada pursuant to WIOA; and

WHEREAS, pursuant to the Agreement between the Chief Local Elected Officials Consortium and the WCB entered on or around July 9, 2015, the LEOs are responsible for the hiring of an Executive Director for Workforce Connections; and

WHEREAS, pursuant to an Employment Agreement dated November 17, 2017, the LEOs secured and retained the services of Jaime Cruz to serve as the Executive Director for Workforce Connections for the term of October 10, 2017 to October 9, 2019; and

WHEREAS, pursuant to an Employment Agreement dated September 24, 2019, the LEOs extended the services of Jaime Cruz to continue serving as the Executive Director for Workforce Connections for a two-year term from October 10, 2019 to October 9, 2021; and

WHEREAS, Jaime Cruz desires to remain employed as the Executive Director for Workforce Connections and the LEOs desire to retain the services of Jaime Cruz upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the LEOs and the Executive Director hereby agree as follows:

1. EXECUTIVE DIRECTOR POSITION. The Executive Director shall serve as the chief staff officer to Workforce Connections as set forth in detail on the job description attached as Attachment A, the terms of which are incorporated herein, in a manner consistent with and subject to the responsibilities of the LEOs and WCB under WIOA and Nevada law. In addition to the duties set forth in Attachment A, the Executive Director shall organize appropriate ongoing and periodic public relations programs within the limits of Workforce Connection’s fiscal budget and pursuant to direction from the LEOs. As a Workforce Connections employee, the Executive Director is subject to the rights and obligations set forth in Workforce Connections

policies and procedures including the Workforce Connections Employee Handbook to the extent they do not conflict with this Agreement.

2. RESPONSIBILITIES AND COVENANTS

2.01. Applicable Laws. The parties acknowledge and agree that the delegation of powers and responsibilities to the Executive Director hereunder may be limited by applicable federal, state, and local laws and regulations affecting the operation of Workforce Connections, and the services provided therein. LEOs and the Executive Director agree to comply fully with such applicable laws and regulations in the performance of their powers and responsibilities hereunder.

2.02. Approval of Purchases. Any provision of this Agreement to the contrary notwithstanding, the Executive Director shall take no action nor incur expenses with respect to a specific item, nor commit LEOs, WCB, or Workforce Connections with respect to an item, except in accordance with the Local Government Purchasing Act (Chapter 332 of NRS), unless the expenditure is justified on an emergency basis as defined by Nevada law or as outlined in the WCB Bylaws or the Cooperative Agreement.

2.03. Control of Conflicts of Interest. The Executive Director shall not enter into any agreement with respect to Workforce Connections with any association, partnership, or company in which the Executive Director has an ownership interest without the prior written approval of LEOs. The Executive Director shall comply with all Nevada laws and policies adopted by LEOs related to the ethics and conduct of public employees including, but not limited to, Chapter 281A of the Nevada Revised Statutes. Further, the Executive Director agrees that, as a condition of his employment under this Agreement, the Executive Director will not engage in any employment, either as an employee or as an independent contractor, with any person, firm, corporation, or other entity without the prior, express, and written consent of LEOs.

2.04 Nondisclosure of Confidential Information Retention of Records. The Executive Director covenants and agrees that he will not, either during the term of his employment or at any time thereafter, disclose to anyone any confidential information concerning the business or affairs of the Workforce Connections, except as required by law. The Executive Director further covenants and agrees that he will retain, or direct the retention of, as required by Nevada law, all records of Workforce Connections, WCB, and the LEOs, and that all such retained records shall remain in the custody of Workforce Connections at all times, including after the termination of this Agreement.

2.05 Use of Executive Director's Name, Voice and Likeness. The Executive Director hereby irrevocably grants Workforce Connections the unrestricted right, not the obligation, to use the Executive Director's name, voice, or likeness for any publicity or advertising purpose in any medium now known or hereafter existing during the Term of this Agreement.

3. COMPENSATION.

3.01. Basic Compensation. For services rendered by the Executive Director hereunder during the term of this Agreement and subject to funding availability, the LEOs, through Workforce Connections, shall provide the compensation set forth in Attachment B, the terms of

which are incorporated herein. Workforce Connections will withhold appropriate federal income taxes in accordance with the Form W-4 filled out by the Executive Director, and other deductions as directed by the Executive Director or applicable law. The salary and bonuses of the Executive Director shall not exceed the annual rate of basic pay prescribed for Level II of the Executive Schedule pursuant to 29 U.S.C. § 3254(15). The Executive Director shall repay any salary exceeding the annual rate of basic pay for Level II for any calendar year during the Term of this Agreement.

3.02 Performance Report. The Executive Director shall submit a written report to the WCB by August 15 of each year describing the Executive Director's accomplishments for the budget year ending on June 30, including but not limited to, each of the following items:

- a) Policy implementation and daily operations – Describe either in general terms or specifically how each responsibility listed in the Job Description was executed.
- b) Techniques and methods employed to assist the service providers – Describe the current system of assisting the service providers and any innovation techniques or methods utilized to improve the efficiency or productivity of the service providers.
- c) Project development – Outline new grants with dates and sources of the grants for special projects that enhance the basic WIOA activities.
- d) Fiscal management – Provide a summary or a chart to explain how and whether the fiscal system has met or exceeded the requirements of federal, state, and local directives for the one year period preceding the budget year just ended.

3.03 Annual Evaluation. After receipt of the Executive Director's Performance Report, the LEOs will complete the Executive Director's annual evaluation no later than November 30 of each year based on criteria approved by the LEOs. Upon such evaluation and at the LEOs' sole discretion, the LEOs may authorize an increase to the Executive Director's base salary effective on January 1 of the following year or award a one-time bonus to be paid in January of the following year subject to the limitations in Section 3.01 of this Agreement.

4. TERM. The term of the Agreement shall be commence on October 11, 2021 and shall end on December 31, 202_, unless terminated earlier pursuant to the terms of this Agreement. This Agreement may be extended for ____ () additional years upon a mutual written agreement by the Executive Director and the LEOs.

5. TERMINATION

5.01. Termination for Convenience. The Executive Director is an "at will" employee serving at the pleasure of the LEOs.

- a) The LEOs may terminate the employment of the Executive Director at any time, with or without cause, upon the affirmative vote of a simple majority of the LEOs. Upon such termination, the Executive Director shall be entitled to severance pay equal to three (3) months of his then current base

salary. The severance pay shall be paid in a lump sum, unless otherwise agreed to by the Parties.

- b) If the Executive Director voluntarily resigns his position, the Executive Director shall provide a minimum of three (3) months written notice to the LEOs, unless otherwise agreed to by the Parties. If the Executive Director voluntarily resigns, he shall not be entitled to any severance pay.

5.02 Termination for Cause. The following actions by the Executive Director shall constitute cause for termination:

- a) Failure to comply with the lawful directions of the WCB or the LEOs;
- b) Conviction in a court of law of a felony or of any crime or offense involving or related to honesty, moral turpitude, or misuse or misappropriation of money or other property;
- c) Any act of dishonesty that adversely affects the business of Workforce Connections, WCB or the LEOs;
- d) Willful violation of the policies or procedures of Workforce Connections or of any applicable state or local regulation or law, or the performance of any willful or intentional act which reflects unfavorably, on the reputation of Workforce Connections, WCB, or the LEOs; or
- e) Abuse of drugs, alcohol, or other substance which interferes with Executive Director's performance of any of his obligations under this Agreement, and which is not remedied within sixty (60) days after notice.

5.03. The Executive Director will not be entitled to any severance pay if: 1) the Executive Director is terminated for any of the reasons set forth in Section 5.02, or any other circumstances constituting "just cause," or 2) the State of Nevada reorganizes its WIOA operations by eliminating the WCB and/or creates a single state workforce development board responsible for both northern and southern Nevada.

6. ASSIGNMENT. Assignment or an attempt to assign the rights or obligations of the Executive Director without the prior written consent of the LEOs is void and a breach of this Agreement.

7. NOTICES. All notices, requests and approvals required or permitted to be given hereunder shall be in writing and shall be sent by hand delivery, overnight carrier, facsimile, or by U.S. mail, with postage prepaid, registered or certified, and addressed to:

LEOs: Chief Local Elected Officials Consortium
c/o Workforce Connections
6330 W. Charleston Blvd., Suite 150
Las Vegas, Nevada 89146

Executive Director: Jamie Cruz
 2445 Avenida Familia
 Henderson, Nevada 89074

Any notice required or permitted to be given hereunder shall be deemed to be given to and received by the addressee thereof on the third business day after the sending thereof. Either of the parties may change the address for these purposes by such party giving notice of such change to the other party in the manner hereinabove provided.

8. SEVERABILITY. In the event that any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of Nevada statutes and/or regulations, said provision (s) will be immediately (or retroactively) void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

9. WAIVER. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant, or condition or subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance by a party of performance by the other shall not be deemed a waiver of any preceding breach of any term, covenant or condition of this Agreement, other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.

10. BENEFIT TO PARTIES. This Agreement is not intended to benefit any person who is not named as a party to this Agreement. The parties do not assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.

11. LIMITATION OF APPROPRIATED FUNDS. In accordance with NRS 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by the LEOs for this Agreement for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and the LEOs' obligations under it shall be extinguished at the end of any of Workforce Connections' fiscal years in which LEOs fails to appropriate monies for the ensuing fiscal year sufficient for the performance of the functions provided by this Agreement. LEOs shall make, in good faith, all reasonable efforts to secure the necessary funding for the position filled by the Executive Director under this Agreement and for the operation of Workforce Connections.

12. INTEGRATION. This Agreement sets forth and establishes the entire understanding between the LEOs and the Executive Director relating to the employment of the Executive Director by the LEOs. Any prior discussions or representations by or between the LEOs and the Executive Director are merged into and rendered null and void by this Agreement. The Executive Director and the LEOs may amend any provision of this Agreement during the Term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

13. GOVERNING LAW. The validity, interpretation, enforceability and performances of this Agreement shall be governed by and constructed in accordance with the law of the State of Nevada.

14. ACKNOWLEDGEMENT OF PARTIES. The parties acknowledge: (i) That they have consulted with or have had the opportunity to consult with independent counsel of their own choice concerning this Agreement; and (ii) That they have read and understand the Agreement, are fully aware of its legal effect, and have entered into it freely based on their own judgment and not on any representations or promises other than those contained in this Agreement; and (iii) this Agreement and the provisions contained herein shall not be construed or interpreted for or against either party because that party drafted or caused to be drafted any of its provisions.

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

EXECUTIVE DIRECTOR:

JAIME CRUZ

CHIEF LOCAL ELECTED OFFICIALS CONSORTIUM:

SCOTT BLACK, CHAIRPERSON

ATTACHMENT A
(Workforce Connections Executive Director Job Description)

ATTACHMENT B

(Compensation for Jaime Cruz, Executive Director of Workforce Connections (WC))

Base Annual Salary Effective October 11, 2021	\$ 178,200.00
Base Annual Salary Effective January 1, 2022*	\$ _____
Paid Time Off (PTO)	Consistent with WC policies and procedures
Paid Holidays	Consistent with WC policies and procedures
Leave Buyback	Consistent with WC policies and procedures
Professional Development Time	Consistent with WC policies and procedures
PERS	Consistent with WC policies and procedures

No cost-of-living allowance increases

* The salary and bonuses of the Executive Director shall not exceed the annual rate of basic pay prescribed for the level II of the Executive Schedule pursuant to 29 U.S.C. § 3254(15) which is set at \$203,700 for Year 2022.

SOUTHERN NEVADA WORKFORCE DEVELOPMENT AREA

EXECUTIVE DIRECTOR

Date Approved:

FLSA Status: Exempt

REPORTS TO: Southern Nevada Workforce Development Area Chief Local Elected Officials Consortium

POSITION STATEMENT: Serves as chief staff officer to the Southern Nevada Workforce Development Board (Workforce Connections). Plans, directs, manages and oversees the activities and operations of Workforce Connection including financial operations, grant management, financial analysis and planning, and establishing collaborative relationships with current and potential service providers and partners.

SUPERVISION EXERCISED: Provides direct supervision over management, professional, technical and clerical staff.

ESSENTIAL AND MARGINAL FUNCTION STATEMENTS

Essential and other important responsibilities and duties may include, but are not limited to, the following:

Essential Job Functions

1. Maintains substantial compliance with the requirements of the Workforce Investment Act (WIA) and Workforce Innovation and Opportunity Act (WIOA).
2. Develops and maintains collaborative relationships with service providers and partners.
3. Oversees the management of all financial services and activities consisting of accounting operations, cash management, grant management and oversight, budget, financial analysis and planning, and purchasing and contracts.
4. Oversees the development and implementation of the Workforce Connection's policies and procedures in accordance with requirements of the WIOA or applicable federal law.
5. Plans, organizes and oversees all corrective active actions taken on outstanding internal control weaknesses identified through internal or external audits.
6. Plans, organizes, reviews and evaluates the activities of professional, technical and administrative staff; identifies staffing levels to coincide with agency's operating budget and ensures annual performance evaluations are conducted.
7. Plans, organizes and oversees the administration of all Workforce Connections' programmatic and operating activities and services.
8. Oversees and participates in the development and administration of the agency's budget, including short and long range fiscal plans; approves expenditures and implements budgetary adjustments as appropriate and necessary.

9. Ensures fiduciary responsibilities are met, as directed by the Local Elected Officials Consortium and in compliance with federal, state and local laws, statutes, regulations, directives and policies.
10. Manages the development and implementation of internal goals, objectives, strategies, policies and priorities.
11. Directs the preparation of financial reports, analyses and audits; ensures that complete and accurate records are maintained.
12. Attends and participates in meetings of the Southern Nevada Workforce Development Area Chief Local Elected Officials Consortium and Workforce Connections' Board, committees and work groups.
13. Prepares and presents timely updates, reports and other necessary communications to the Southern Workforce Development Area Chief Local Elected Officials and Workforce Connections' board.
14. Serves as principal representative of Workforce Connections to outside entities such as national workforce agencies, auditors, trade associations, legislative representatives, various contractors, and communities within the Workforce Development Area.
15. Selects, disciplines and/or dismisses staff as necessary while ensuring effective morale, productivity and discipline; plans, organizes, administers, reviews and evaluates the activities and performance of staff; works with staff to establish work plans, priorities and schedules; encourages and provides for staff training and professional development opportunities; interprets policies and procedures for staff; prepares and conducts formal performance evaluations; monitors accomplishments, establishes performance requirements and personal development targets and provides coaching for performance improvement and development.

Marginal Functions

1. Performs other duties as assigned.
2. Manages confidential information.

Qualifications

Experience and Education: Master's degree in business or public administration or a closely related field, and seven years increasingly responsible management experience, including three years at an executive level management and leadership position. A combination of formal education and directly related work experience may substitute for the degree.

Knowledge

Requires current knowledge of federal and state laws, statutes, policies and regulations pertaining to workforce investment boards and the WIOA; current knowledge of national and local economic and employment trends and conditions; thorough knowledge of modern senior management techniques and practices.

Abilities

Requires the ability to gather and analyze facts, to devise solutions to problems, to prepare clear and concise reports, ability to follow instructions, attention to details and to perform with a high level of accuracy, completeness and legal compliance. Ability to interpret and implement rules, regulations, policies and procedures, to compose clear and concise written and verbal correspondence, to communicate effectively on a professional level with business community, agency personnel, and the public both orally and in writing.

Requires the ability to perform multiple tasks and to meet simultaneous deadlines, to plan and organize work without close supervision, exercise sound judgment and discretion. Requires the ability to maintain mental capacity which allows the capability of making sound decision, effective interaction and communication with others and demonstrating intellectual capabilities.

Requires repetitive movement, sitting, writing letters and memos, face-to-face discussions with individuals or teams, use of electronic mail, telephone conversations, contact with others (face-to-face, by telephone, or otherwise); requires the ability to make decisions without supervision, freedom to determine tasks, priorities, and goals, repeating the same physical activities or mental activities over and over. Requires being exact or highly accurate, requires meeting strict deadlines. Requires work with external providers, customers or the public, work with others in a group or team, coordinating or leading others in accomplishing work activities. Requires travel to multiple sites and locations.

Skills

Basic Skills: Active learning, critical thinking, learning strategies, mathematics to include solving problems, ability to monitor self, other individuals, or organizations. Reading comprehension, professional speaking, effectively communicates in writing.

Social Skills: Coordination, instructing, negotiating, persuasion, service orientation, social perceptiveness.

Problem Solving Skills: Complex problem solving.

System Skills: Judgment and decision making.

Resource Management Skills: Clear understanding of planning, directing and reviewing the work of others on a project or day-to-day basis.

Desktop Computer Skills: Spreadsheets, presentations, internet navigation, word processing.

Work Environment

Requires working indoors in environmentally controlled conditions. Job tasks are performed in close physical proximity to other people. Travel to multiple sites

Other: Must possess and maintain a valid state driver's license throughout employment.

Salary: Subject to the Federal Executive Level II salary and bonus limitations consistent with 29 U.S.C § 3254(15) and Public Law, 113-128, title I, Section 194(15), July 22, 2014. The level is updated by the U.S Office of Personnel Management (OPM.gov) annually in January.

**Salary Table No. 2022-EX
Rates of Basic Pay for the Executive Schedule (EX)**

Effective January 2022

Level	Rate
Level I	\$226,300
Level II	\$203,700
Level III	\$187,300
Level IV	\$176,300
Level V	\$165,300

Note: Section 160 of the Continuing Appropriations Act, 2022, as added by section 101 of the Further Continuing Appropriations Act, 2022, continues a freeze on the payable rates of pay for certain senior political officials through February 18, 2022 (unless an earlier end date is established by subsequent law). For more information, please see <https://www.chcoc.gov/content/continued-pay-freeze-certain-senior-political-officials-5>.



workforce CONNECTIONS
PEOPLE. PARTNERSHIPS. POSSIBILITIES.

January 28, 2022

HAND DELIVERED 01/28/22

Mr. Jaime Cruz
Executive Director
Workforce Connections
6330 W. Charleston Blvd., Ste. 150
Las Vegas, NV 89146

RE: Notice of Executive Director Annual Performance Review
February 8, 2022, at 1:00 p.m.

Dear Jaime,

Pursuant to NRS 241.033, notice of the discussion about your Annual Performance Review scheduled at the Local Elected Officials Consortium is hereby provided:

Meeting Date: February 8, 2022
Meeting Time: 1:00 p.m.
Meeting Location: Rosalie Boulware Conference Room
6330 W. Charleston Blvd., Ste. 150
Las Vegas, NV 89146

This is a public meeting and will be noticed in compliance with the Nevada Open Meeting Law.

The agenda for the February 8, 2022 meeting will be found on the Workforce Connections website.

Sincerely,

Jan Fieri
Senior HR Consultant



PROOF OF SERVICE

I, Jaime Cruz, hereby affirm that in accordance with NRS 241.033, I received a Notice of a Meeting of the Local Elected Officials Consortium for the purpose of discussing my Character and Competence as Executive Director.

J-Cruz
Jaime Cruz, Executive Director

1-28-22
Date

Jim Perri - HK
Witness

01/28/22
Date

Agenda Item 6. INFORMATION:

Executive Directors Report.

~ Jaime Cruz, Executive Director

- a. Joint Powers Agreement and updated Workforce Connections Board Bylaws.
- b. Strategic Planning Session.
- c. Upcoming Investment Cycle.
- d. Upcoming NAWB Forum 2022.

Agenda Item 7. INFORMATION:

Consortium member updates and identification of emerging issues to be addressed at a future meeting.

~ Councilman Scott Black, Chair

Agenda Item 8. SECOND PUBLIC COMMENT SESSION:

Members of the public may now comment on any matter or topic which is relevant to or within the authority or jurisdiction of the Consortium. You may comment now even if you commented earlier, however, please do not simply repeat the same comment you previously made. Please clearly state and spell your name for the record. Each comment will be limited to three (3) minutes.

~ Councilman Scott Black, Chair