

**COOPERATIVE AGREEMENT FOR THE CHIEF LOCAL ELECTED OFFICIAL
CONSORTIUM AND THE ESTABLISHMENT OF WORKFORCE CONNECTIONS AS
A JOINT POWERS AUTHORITY**

This Cooperative Agreement for the Chief Local Elected Official Consortium and the Establishment of Workforce Connections as a Joint Powers Authority (“Agreement”) is made and entered into on April 19, 2022, by and among the counties of CLARK, ESMEALDA, LINCOLN, and NYE, and the cities of BOULDER CITY, HENDERSON, LAS VEGAS, and NORTH LAS VEGAS in accordance with the Workforce Innovation and Opportunity Act of 2014, NRS 277.045, NRS 277.110, NRS 277.120, and NRS 277.140.

RECITALS

WHEREAS, the counties of CLARK, ESMEALDA, LINCOLN, and NYE (“Counties”) are political subdivisions of the State of Nevada;

WHEREAS, the cities of BOULDER CITY, HENDERSON, LAS VEGAS, and NORTH LAS VEGAS (“Cities”; collectively, the Cities and Counties may be referred to as “Parties” in this Agreement) are municipal corporations organized and existing under the laws of the State of Nevada and located within the geographical boundaries of Clark County;

WHEREAS, pursuant to the Workforce Investment Act of 1998 (“WIA”), the Counties and the Cities created the Chief Local Elected Official Consortium (“Consortium”) by agreement of their respective governing bodies on April 19, 2000, and the agreement was subsequently amended and restated on June 20, 2007;

WHEREAS, pursuant to WIA, the Consortium appointed representatives to the Southern Nevada Workforce Investment Board (“SNWIB”) and entered into an agreement with SNWIB in July 2007 which designated SNWIB as the administrative entity and grant subrecipient to administer WIA funds;

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. § 3101 et seq.; “WIOA”) amended WIA to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth and for other purposes;

WHEREAS, following the enactment of WIOA, the Counties and Cities adopted the Chief Local Elected Official Consortium Agreement on July 8, 2015 pursuant to NRS 277.045 (the “2015 Agreement”) and re-established the Consortium to fulfill the functions of the chief elected officials set forth in WIOA;

WHEREAS, the Counties and Cities desire to replace the 2015 Agreement by entering into this Agreement;

WHEREAS, under WIOA, the Workforce Connections Board (“Board”), formerly known as SNWIB, is the local workforce development board for the Southern Nevada Local Workforce Development Area appointed by the Consortium pursuant to 29 U.S.C. § 3122(b) to administer

federal WIOA programs and is certified by the Governor of the State of Nevada every two years (the Governor's most recent certification letter is attached hereto as **Exhibit A**);

WHEREAS, the Board employs an executive director and other staff to assist in carrying out its functions as authorized in 29 U.S.C. § 3122(f) and, as a whole, is known as Workforce Connections;

WHEREAS, the Consortium is the local grant recipient pursuant to 29 U.S.C. § 3122(d)(12)(B)(i)(I) and has designated Workforce Connections as the local grant subrecipient pursuant to 29 U.S.C. § 3122(d)(12)(B)(i)(II);

WHEREAS, pursuant to NRS 277.110, NRS 277.120, and NRS 277.140, the Counties and Cities desire to establish Workforce Connections as a joint powers authority and a separate legal and administrative public entity to: (i) administer and coordinate the performance of responsibilities and activities of the Consortium and the Board as the local workforce development board as set forth in WIOA; and (ii) to designate Workforce Connections as the subrecipient of the WIOA federal funds;

WHEREAS, NRS 277.110 and NRS 277.120 provide that any power, privilege, or authority exercised or capable of being exercised by a public agency in Nevada may be exercised by two or more public agencies and that a separate legal or administrative entity may be established to conduct the joint or cooperative undertaking;

WHEREAS, the establishment and furtherance of the workforce development programs are determined to be a proper governmental function which may be exercised jointly by the Counties and Cities who are parties to this Agreement;

WHEREAS, the Parties desire to develop the most effective programs to deal with the issues related to employment and underemployment of Southern Nevada residents and the Parties have determined that such issues can best be addressed and resolved by a separate legal and administrative public entity;

WHEREAS, the Parties have also determined that the federal funds available through WIOA may be best administered by a separate legal and administrative public entity;

WHEREAS, the execution of this Agreement will provide the operational framework for administration of and responsibility for the WIOA federal funds; and

WHEREAS, each County and City that is a party to this Agreement shall indicate its desire to enter into this Agreement via the governing body of each respective County and City approving and authorizing the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and conditions herein agreed, the Parties agree as follows:

I. WORKFORCE CONNECTIONS

- A. There is hereby created a separate legal and administrative public entity to be known as Workforce Connections in accordance with NRS 277.110, NRS 277.120, and NRS 277.140. The purpose of Workforce Connections is to provide centralized administration of Southern Nevada's WIOA programs. Workforce Connections shall exist for the purposes set forth herein until this Agreement is terminated as provided below.
- B. Workforce Connections shall function within the jurisdictions of the Counties and Cities who are parties to this Agreement.
- C. The Board is the policy-making body for Workforce Connections to the extent that such policies recognize and do not conflict with state law and the terms of this Agreement. The Board shall have the responsibility to adopt and ensure implementation of Workforce Connections policies, standards, and goals to meet the requirements of WIOA.
- D. Workforce Connections is hereby designated as the grant subrecipient of WIOA grant funds pursuant to 29 U.S.C. § 3122(d)(12)(B)(i)(II) and is authorized to perform all functions necessary to fulfill those responsibilities subject to approval by the Board and final approval by the Consortium.
- E. Workforce Connections is authorized to employ staff including, but not limited to, an Executive Director pursuant to 29 U.S.C. § 3122(f). As employees of a separate legal and administrative public entity, Workforce Connections staff are entitled to such benefits available to public employees in the State of Nevada.
- F. The Executive Director shall oversee the daily operations of Workforce Connections, shall be appointed by, and serve at the pleasure of, the Consortium, and shall remain at all times an employee of Workforce Connections.
- G. Workforce Connections staff shall perform staff functions for the Board in performance of its responsibilities under WIOA.
- H. Workforce Connections staff shall provide administrative support to the Consortium in performance of its responsibilities under WIOA.
- I. The Executive Director shall provide all information and documentation regarding Workforce Connections' administrative, operational, and fiscal

matters required for WIOA compliance to the Board, as well as to the Consortium, upon request.

- J. In addition to employing staff, Workforce Connections shall have the power to contract with any qualified private or public agency or entity to secure the support staff and personnel needed by Workforce Connections to carry out the objectives and requirements set forth in this Agreement. Workforce Connections' staff and personnel shall be under the direction and control of the Executive Director who provides information, for purposes of meeting the requirements of WIOA, to both the Board and the Consortium. Personnel policies and procedures shall conform to requirements of state and federal law for a public agency and be reviewed and approved for such conformance by the Board.
- K. Financing for the undertakings of Workforce Connections, the Board, and the Consortium is provided as part of the federal funds made available under WIOA, in addition to other funding sources that may be periodically available. Workforce Connections is responsible for preparing a budget that provides for these costs and conforms to the requirements of WIOA and Nevada law, subject to the approval of the Board and the Consortium.

II. LOCAL ELECTED OFFICIAL CONSORTIUM

A. GENERAL PROVISIONS

1. Pursuant to NRS 277.045, the Counties and the Cities qualify as a consortium for purposes of 29 U.S.C. §§ 3121 and 3122.
2. Each of the Counties' and Cities' governing bodies shall designate a member of its board or council to serve as the local elected official on the Consortium. The Consortium shall fulfill the responsibilities of, and function as, the "chief elected officials" as defined in WIOA.
3. The Consortium may adopt operational and procedural bylaws consistent with this Agreement and any applicable federal and state laws and rules/regulations pursuant thereto. Bylaws or amendments thereto may be adopted by the majority vote of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.
4. The Consortium shall elect from their membership a Chair, a Vice-Chair, a Vice-Chair Elect, and such other officers as may be provided in the Consortium's bylaws to serve terms of two years. Amendments to the

composition of the Consortium's officers and the terms for such officers may be reflected in the Consortium's bylaws or amendments thereto adopted by the Consortium.

B. RESPONSIBILITIES

1. The Consortium shall perform all the functions of the local elected officials contained in WIOA including:
 - a. Serving as the local grant recipient for the grant funds allocated to Southern Nevada under 29 U.S.C. §§ 3163 and 3173;
 - b. Being liable for any misuse of the grant funds allocated to the local area under 29 U.S.C. §§ 3163 and 3173; and
 - c. Designating an entity to serve as a local grant subrecipient for such funds or as a local fiscal agent.
2. The Consortium, through their respective governing bodies, shall be financially liable for any misuse of grant funds pursuant to 29 U.S.C. § 3122(d)(12)(B)(i)(I) after all efforts have been made to recover or replace the misused funds through all means available.
3. In the case where liability is identified and validated concerning the misuse of grant funds, if necessary, repayment or reduction of future grant funds shall be calculated in accordance with the formula described below and allocated to each County or City in the following liability percentages:
 - a. Clark County¹ – 44.34%;
 - b. City of Las Vegas – 27.89%;
 - c. City of Henderson – 13.74%;
 - d. City of North Las Vegas – 11.01%;
 - e. Nye County – 2.06%;
 - f. Boulder City – 0.69%;
 - g. Lincoln County – 0.23%; and
 - h. Esmeralda County – 0.04%.

¹ The population figures used for Clark County include the towns and unincorporated areas of Clark County. The parties to this Agreement did not include the population of Mesquite, an incorporated city, in Clark County's population figures or in the population figures for all of the Cities and Counties that are Parties to this Agreement because Mesquite is not a party to this Agreement.

The Consortium shall review the population figures every two years and amend the above percentages, if warranted, by taking action at one of the Consortium's scheduled meetings.²

The formula for determining the percentages noted above is as follows: the population of each County or City divided by the total population of all the Counties and Cities that are parties to this Agreement. Any changes to this formula or the use of a different formula must be approved by the governing bodies of each party to this Agreement.

4. The Consortium shall appoint members to the Board pursuant to 29 U.S.C. § 3122(b)(1). The composition of the Board shall be consistent with 29 U.S.C. § 3122 (b)(2). Appointments shall be made by a majority of the vote of the Consortium.
5. The Consortium shall enter into an agreement with the Board to provide for the operational framework and administration of WIOA responsibilities including the allocation of WIOA grant funds.
6. The Consortium, in partnership with the Board, shall develop and submit a local plan to the Governor consistent with 29 U.S.C. § 3122(d)(1).
7. The Consortium shall have ultimate responsibility for:
 - a. Receiving, disbursing and budgeting of all funds relating to WIOA programs pursuant to 29 U.S.C. § 3122(d)(12);
 - b. Collecting program data necessary for management, evaluation and preparation of required and desired reports pursuant to the Local Performance Accountability Measures contained in 29 U.S.C. § 3141(c);
 - c. Monitoring and evaluating programs and program operators, subrecipients and service providers pursuant to 29 U.S.C. § 3141(c);
 - d. Procuring audits of funds as required under WIOA and resolving any questions arising from the audits (Workforce Connections shall report the results of the audits to the Board and the Consortium);

² For purposes of the determining the percentages contained in Section II(B)(3) of this Agreement, the Consortium shall use the population estimates found in the "Population of Nevada's Counties and Incorp. Cities - Governor's Certified Series" published annually by the State of Nevada Department of Taxation ("Department") pursuant to NRS 360.283 and NRS 360.285. The population estimates are located on the Department's website at: https://tax.nv.gov/Publications/Population_Statistics_and_Reports/. The percentages noted in Section II(B)(3) of this Agreement are based on the certified population estimates as of July 1, 2020.

- e. The Consortium shall develop and manage a system to hear and resolve grievances brought by participants, vendors and other interested parties as required by WIOA; and
 - f. The Consortium, through its agreement with the Board, shall be responsible for the direct supervision of the Executive Director of Workforce Connections. The Executive Director shall remain as an employee of Workforce Connections but serve at the pleasure of, and report directly to, the Consortium. The Executive Director shall be directed and solely answer to the Consortium. The Executive Director shall provide all information and documentation regarding all Workforce Connections' administrative, operational, and fiscal matters to the Consortium at each Consortium meeting or upon request from either the Consortium or the Board.
8. The Consortium may create a fiscal advisory committee consisting of members from each party to this Agreement, herein referred to as the Joint Chief Finance Officer Committee. The Joint Chief Finance Officer Committee will be responsible for advising the Consortium with regards to budget development and execution, procurement policies, accounting systems and practices and other financial matters to ensure proper fiscal controls.
9. The Consortium shall create a legal counsel advisory committee consisting of member attorneys from the Cities of Las Vegas, North Las Vegas, and Henderson and Clark County, herein referred to as the Joint Legal Counsel Advisory Committee. The Joint Legal Counsel Advisory Committee will be responsible for advising the Consortium, providing legal opinions, and ensuring compliance with applicable laws. The Joint Legal Counsel Advisory Committee will also be responsible for rendering direction and suggestions to the Consortium to maintain compliance with WIOA. The role of lead counsel shall rotate among the members of the Joint Legal Advisory Committee. The Board shall be required to obtain separate representation on behalf of its members and Workforce Connections.
10. The Consortium shall ensure that any contract entered into by Workforce Connections contains insurance requirements and an indemnification clause that states that Workforce Connections, its contractors, and any of its subcontractors (collectively, the "Indemnifying Parties"), shall hold harmless the Consortium, the respective Counties and Cities, and the Counties' and Cities' officers, agents, and employees from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the Indemnifying Parties' actions under the contract and any of the Indemnifying Parties' activities relating to WIOA.

III. MISCELLANEOUS PROVISIONS

- A. Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.
- B. This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings relating to the subject matter thereto.
- C. The Parties are associated with each other only for the purpose and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other parties and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Other than establishing Workforce Connections as a joint powers authority under NRS 277.110 and NRS 277.120, nothing in this Agreement shall be deemed or construed: (i) to create a partnership or joint venture among the Parties to this Agreement, (ii) to create relationships of an employer-employee or principal-agent among the Parties, or (iii) to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of any other party to this Agreement.
- D. This Agreement shall be effective as of the date first written above after approval by the governing body of each of the Counties and Cities that are Parties to this Agreement and shall be executed by the chair of each party's governing body and shall thereupon act to repeal and supersede any and all prior written or oral agreements entered into pursuant to WIA or WIOA.
- E. This Agreement may be signed in counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be considered to constitute one and the same Agreement. Electronic signatures to this Agreement shall be considered as valid signatures.
- F. Amendments to this Agreement may be adopted after approval from every party to this Agreement.
- G. This Agreement may be terminated at the expiration of any WIOA program year by majority consent of the Counties and Cities that are parties hereto upon the giving of 90 days' written notice of intent to terminate. In addition, any party may terminate its participation in this Agreement by giving 120 days' written notice before the expiration of any WIOA program year to the other parties to this Agreement. In the event one or more parties ceases to be a participant in this Agreement, the remaining parties shall determine whether the Agreement may continue without the withdrawing party or parties. In the

event the remaining parties deem that the Agreement cannot continue, the Agreement will terminate at the end of that WIOA program year.

- H. Upon receipt of notice of termination of this Agreement, the Consortium shall, at its next regularly scheduled meeting, prepare a plan for the dissolution of Workforce Connections as a joint powers authority. The dissolution plan shall consider and provide for the discharge of all costs, expenses, charges and contractual obligations validly incurred pursuant to this Agreement. The dissolution plan shall provide for the disposition of all property acquired by Workforce Connections. The dissolution plan shall provide for the distribution of any surplus funds, if any, after all costs, liabilities, and obligations are discharged in accordance with state and federal law. Any fiscal liability of Workforce Connections not provided for in the dissolution plan, but determined to be outstanding and validly incurred by the Counties and Cities, shall be shared by the Counties and Cities in accordance with the formula described in Section II(B)(3) of this Agreement following the approval and authorization of the governing body of each remaining party to this Agreement.

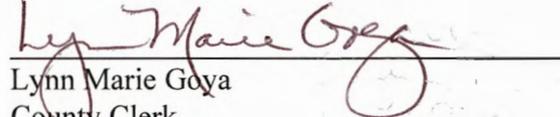
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective Chairperson of the County Commission or the Mayor of the City of the aforementioned Counties and Cities.

[SIGNATURES ARE ON FOLLOWING PAGES.]

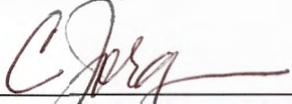
COUNTY OF CLARK

Date of Board of County Commission Action: February 1, 2022


James B. Gibson
Chair

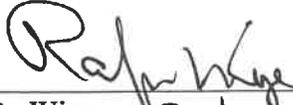
Attest:

Lynn Marie Goya
County Clerk

Approved as to form:
Steven B. Wolfson
District Attorney

By: 
Catherine Jorgenson
Deputy District Attorney

COUNTY OF ESMERALDA

Date of Board of County Commission Action: April 19, 2022

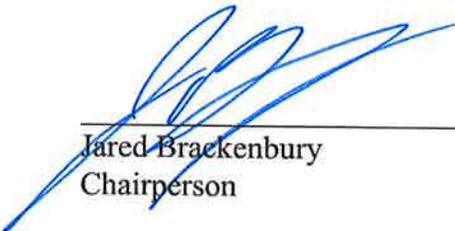

~~De Winsor~~ Ralph H. Keyes
Chairperson

Attest:

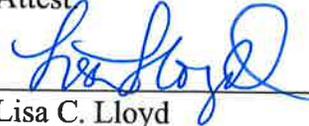
LaCinda Elgan
County Clerk

COUNTY OF LINCOLN

Date of Board of County Commission Action: February 18, 2022



Jared Brackebury
Chairperson

Attest:


Lisa C. Lloyd
County Clerk

COUNTY OF NYE

Date of Board of County Commission Action:

January 19, 2022

Frank Coby

Debra Strickland
Chairperson

Attest:

Lee Sidman

Sandra L. Merlino
County Clerk

CITY OF BOULDER CITY

January 25, 2022

Date of City Council Action: _____

E-SIGNED by Kiernan McManus
on 2022-01-26 22:23:55 GMT

Kiernan McManus
Mayor

Attest:



Tami McKay
City Clerk

E-SIGNED by Brittany Walker
on 2022-01-26 20:47:49 GMT

Brittany Walker City Attorney

CITY OF HENDERSON

Date of City Council Action: January 25, 2022

DocuSigned by:
Debra March
AEE798E2E54C481...
Debra March
Mayor

Attest:
DocuSigned by:
Jose Luis Valdez
D8624203149447F...
Jose Luis Valdez, CMC
City Clerk

DocuSigned by:
Richard Derrick
38D3EEF3DFA349B...
Richard Derrick
City Manager

Approved as to fiscal impact:
DocuSigned by:
Jim McIntosh
E6132FE9CD8B4AA...
Jim McIntosh
Chief Financial Officer

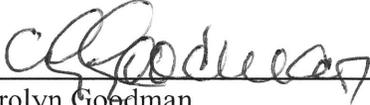
Approved as to form:

DocuSigned by:
Nicholas Vaskov
C8274A57AA6A4AD...
Nicholas Vaskov
City Attorney

DS
MJV

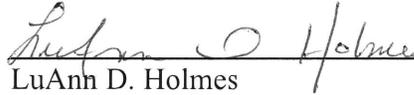
CITY OF LAS VEGAS

Date of City Council Action: January 5, 2022



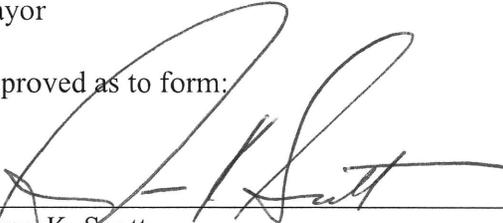
Carolyn Goodman
Mayor

Attest:



LuAnn D. Holmes
City Clerk

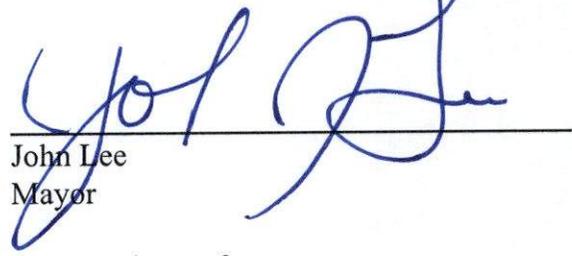
Approved as to form:



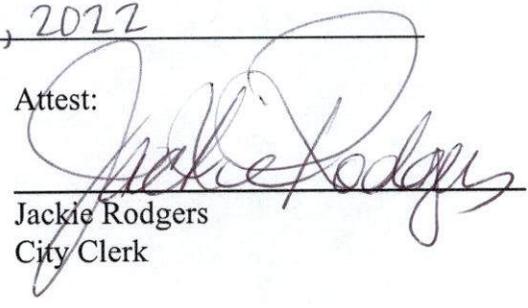
Bryan K. Scott
City Attorney

CITY OF NORTH LAS VEGAS

Date of City Council Action: January 5th, 2022

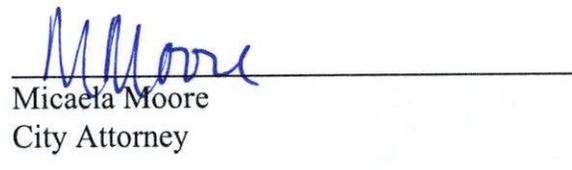


John Lee
Mayor

Attest:


Jackie Rodgers
City Clerk

Approved as to form:



Micaela Moore
City Attorney

APPROVED AS TO FORM AND COMPLIANCE WITH THE LAW:

NEVADA ATTORNEY GENERAL

By: Kyle George

Kyle E. N. George
First Assistant Attorney General
Office of the Attorney General
555 E. Washington Avenue
Las Vegas, NV 89101

Date: 1/18/2022

EXHIBIT A
GOVERNOR'S CERTIFICATION LETTER

ONE HUNDRED ONE NORTH CARSON STREET
CARSON CITY, NEVADA 89701
OFFICE: (775) 684-5670
FAX No.: (775) 684-5683



555 EAST WASHINGTON AVENUE, SUITE 5100
LAS VEGAS, NEVADA 89101
OFFICE: (702) 486-2500
FAX No.: (702) 486-2505

Office of Governor Steve Sisolak

December 9, 2019

Valerie Murzl
Workforce Connections Board, Chair
Workforce Connections
6330 W. Charleston Blvd., Suite 150
Las Vegas, NV 89146

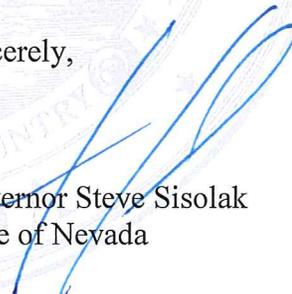
RE: Certification of Workforce Connections Board

Dear Ms. Murzl,

Pursuant to § 107 (c) (2) of the Workforce Innovation and Opportunity Act (WIOA), I hereby certify the Workforce Connections Board as the local board for the Southern Nevada Workforce Development Area. This certification is effective from January 1, 2020 to December 31, 2021 and made in accordance with the Workforce Innovation and Opportunity Act.

Thank you for helping so many Nevadans find meaningful employment in our state. I wish you continued success!

Sincerely,


Governor Steve Sisolak
State of Nevada