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FRANKIE SUE DEL PAPA
Attorney General

THOMAS M. PATTON
First Assistant Attorney General

December 21, 1999

Tina Nappe
Nevadaworks
600 Mill Street
Reno, Nevada 89502

Re: Approval of Cooperative Agreement (Nevadaworks)

Dear Ms. Nappe:

Enclosed please find a copy of the "Cooperative Agreement for the Creation of Nevada works" which I have signed on behalf of Attorney General Frankie Sue Del Papa indicating this office's approval of the agreement in accordance with NRS 277.140.

Your letter of December 15, 1999, indicates that the participating 12 counties and Carson City have all agreed to and executed the cooperative agreement. The copy of the agreement provided to this office, however, does not include copies of the fully executed signature pages. Our approval of this agreement is predicated upon our understanding that all participating counties and Carson City have in fact executed the agreement, and we would therefore appreciate receiving copies of the executed signature pages for our file at your convenience.

On behalf of the Attorney General, I would like to extend our thanks and best wishes to the entities participating in this worthwhile endeavor. If you have any questions about this matter, please do not hesitate to contact me.

Cordially,

FRANKIE SUE DEL PAPA
Attorney General

By: Thomas M. Patton
Thomas M. Patton
First Assistant Attorney General
(775) 684-1100

**COOPERATIVE AGREEMENT FOR THE
CREATION OF NEVADAWORKS**

THIS AGREEMENT is made and entered into this ____ day of _____, 1999, by and among the following 13 counties, all of which are political subdivisions of the State of Nevada: Carson City, Churchill County, Douglas County, Elko County, Eureka County, Humboldt County, Lander County, Lyon County, Mineral County, Pershing County, Storey County, Washoe County, and White Pine County.

WITNESSETH:

WHEREAS, the thirteen above referenced counties are all parties to a Cooperative Agreement dated July 12, 1985, which created a separate, public entity known as Job Opportunities in Nevada (JOIN), an entity which operated job training programs under the Job Training Partnership Act of 1982, Public Law 97-300, referred to as "JTPA"; and

WHEREAS, the 105th Congress enacted, and the President signed into law, the Workforce Investment Act of 1998, Public Law 105-220, hereinafter referred to as "WIA"; and

WHEREAS, it is the purpose of the WIA to provide federal funds for workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skills attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the nation; and

WHEREAS, pursuant to the WIA, the chief elected officials in the local areas, and based upon criteria established by the governor of the state and the state board, are to appoint members to local workforce investment boards and those chief elected officials are responsible for carrying out other responsibilities assigned under the WIA; and

WHEREAS, the WIA authorizes that in a local area which includes more than 1 unit of general local governments, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials; and

WHEREAS, the purpose of this agreement is to establish a separate, legal and administrative public entity to coordinate the performance of responsibilities of the chief elected officials as set forth in the WIA, to be the recipient of federal funds under the WIA, and which entity would also coordinate the activities of the local workforce investment board; and

WHEREAS, under the Cooperative Agreement which created JOIN and pursuant to the JTPA programs, including award of JTPA grant funds to subcontractor agencies and JOIN could provide JTPA program services; and

WHEREAS, the WIA, requires an open competitive process in the selection of service providers and limits the entity administering the federal funds from being a service provider of programs; and

WHEREAS, the changes brought about by the WIA necessitate changes in the entity formally know as JOIN, and this Agreement is intended to and does supersede the Cooperative Agreement dated July 12, 1985 among the thirteen county participants; and

WHEREAS, NRS 277.110 and 277.120 provide that any power, privilege or authority exercised or capable of exercise by a public agency of the state 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; and

WHEREAS, the establishment and furtherance of workforce investment programs is determined to be a proper governmental function which may be exercised jointly by the thirteen county participants that are parties to this Agreement; and

WHEREAS, the parties hereto desire to develop the most effective programs to deal with the employment and unemployment problems of residents of Northern Nevada, and they have determined that such issues can best be resolved and such federal funds may be best administered by a separate legal and administrative entity;

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

WHEREAS, each party shall indicate its desire to enter into this cooperative Agreement by formal resolution of the governing body of each of the respective parties;

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

1. There is hereby created a separate legal and administrative public entity to be known as NevadaWorks, hereinafter referred to as "NW". The purpose of NW is to provide centralized administration of Northern Nevada's WIA programs. NW shall exist for the purposes set forth herein until this Agreement is terminated as provided below.
2. The jurisdiction of NW shall consist of Carson City, Churchill County, Douglas County, Elko County, Eureka County, Humboldt County, Lander County, Lyon County, Mineral County, Pershing County, Storey County, Washoe County, and White Pine County.
3. The Job Training Board (first established on May 19, 1983 by Cooperative Agreement which was superseded by the July 12, 1985 Cooperative Agreement) consisting of the Chairman of each participating thirteen County Commissions/Board of Supervisors will be known hereafter as the Board of Local

Elected Officials or LEO-Board and is hereby constituted to fulfill the responsibilities of and to function as the "chief elected officials" of the participating "units of local government" as those terms are used under the WIA. Accordingly, the LEO-Board shall consist of the thirteen (13) counties (representing the Northern Nevada Service Delivery Area) which shall be represented by the Chairman of each county Commission or Board of Supervisors, or the Commissions'/Supervisors' designee, who, whenever possible shall be another County Commissioner or Supervisor.

4. The LEO-Board may create an Executive Council consisting of a minimum of 3 members of the LEO-Board as designated and agreed to by the LEO-Board. The LEO-Board may delegate to the Executive Council action on the LEO-Board's behalf with a report of action taken by the Executive Council to be made to the full LEO-Board on any issue which would ordinarily come before the LEO-Board. When throughout this Agreement the term LEO-Board is used, it may refer to the Executive Council of the LEO-Board if the Board has delegated to the Executive Council authority to act on such matter.
5. A. The Private Industry Council referred to in the Cooperative Agreement of July 12, 1985, shall be replaced by the new Workforce Investment Board (WIB), which may include members of the former Private Industry Council. The LEO-Board shall appoint members to the Workforce Investment Board which must consist of the requisite number of members necessary to satisfy the requirements under the WIA. Pursuant to the WIA, criteria for membership is to be established by the state, but must include at a minimum:
 - a. Representatives of business in the local area, who:
 - i. are owners of businesses, chief executive or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority;
 - ii. represent businesses with employment opportunities that reflect the employment opportunities of the local area; and
 - iii. are appointed from among individuals nominated by local business organizations and business trade associations;
 - b. Representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and Postsecondary educational institutions (including representatives of community colleges, where such entities exist), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;
 - c. Representatives of labor organizations (for a local area in which employees are represented by labor organizations), nominated by local labor federations, or (for a local area in which no employees are represented by such organizations), other representatives of employees;

- d. Representatives of community-based organizations (including organizations representing individuals with disabilities and veterans, for a local area in which such organizations are present;
- e. Representatives of economic development agencies, including private sector economic development entities; and
- f. Representatives of each of the one-stop partners; and

In addition, the WIB may include such other individuals or representatives of entities as the LEO-Board may determine to be appropriate.

B. Membership of WIB: Members of the WIB that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority with the organizations, agencies, or entities. A majority of the members of the WIB shall be representatives described in paragraph (a) (i) through (iii) above. The WIB shall elect a chair from among the representatives described in (a) (i) through (iii) above.

C. Pursuant to letter dated December 14, 1998 from then Nevada State Governor Bob Miller, the Private Industry Council was designated the Workforce Investment Board for a two year period. (See copy of letter attached hereto as Exhibit "A").

- 6. The LEO-Board and the Workforce Investment Board are designated as the policy-making bodies for NW to the extent that such policies recognize and do not conflict with State law and the terms of this Agreement which establish NW as a public entity. These two Boards are responsible for carrying out their respective and joint responsibilities under WIA in accordance with guidelines that may be approved by the Governor of the State of Nevada and the terms of the WIA.
- 7. The LEO-Board and the WIB shall have the responsibility to adopt and ensure implementation of NW policies, standards, and goals in order to meet the requirements of WIA. In so doing, the LEO-Board and the WIB may adopt policies and procedures in compliance with guidelines provided by the Governor and/or the State and in compliance with this Agreement. All policies and procedures adopted by the LEO-Board and WIB affecting the WIA shall be kept on file for public inspection in NW's Executive Office.
- 8. NevadaWorks is authorized to employ staff (which staff members were some of the administrative staff of JOIN), including, but not limited to, an Executive Director. The staff shall be considered to be employees of the separate legal, administrative, public entity known as NevadaWorks and are entitled to such benefits available to public employees in the State of Nevada. However, the staff shall also perform staff functions for the WIB in performance of its responsibilities under the WIA.

Whenever a vacancy occurs in the position of Executive Director of NW, a new Executive Director shall be selected by the LEO-Board. The Executive Director shall be directed by and answerable solely to the LEO-Board; and shall serve at the pleasure of LEO-Board.

9. The Executive Director shall provide all information and documentation regarding all NW administrative, operational, and fiscal matters relating to the WIA to the LEO-Board and the WIB upon request. The nature, scope and frequency of the information relating to the WIA that is to be provided pursuant to this paragraph by the Executive Director shall be specified by the LEO-Board and WIB.
10. NW shall have the power to contract with any qualified private or public agency or entity to secure the support staff and personnel needed by NW to carry out the objectives and requirements set forth in this Agreement and by the State Job Training Office. The staff and personnel of NW shall be under the direction and control of the Executive Director who reports, for purposes of meeting the requirements of the WIA, to both the WIB and the LEO-Board. The Executive Director shall have prepared personnel policies which shall be approved by the LEO-Board. As the staff also provides staff support services to the WIB, the WIB may have input into such policies, but any final decision shall rest with the Executive Director, subject to appeal by the WIB to the LEO-Board.
11. The Executive Director has the power of final decision regarding any daily operation of the NW programs subject to a schedule of responsibilities which shall be presented to the LEO-Board and the WIB for their approval.
12. A majority of the WIB constitutes a quorum for the transaction of business. The Executive Committee of LEO-Board may transact business as provided herein. If the Executive Committee has only 3 members of the LEO-Board, all three must be present for the conduct of any business, but a majority of the three is sufficient to carry any action. For all actions to be taken by the WIB and LEO-Board pursuant to the WIA, a majority vote of a quorum of both the WIB and the LEO-Board (or its Executive Council) is necessary, subject to the limitations set forth in paragraph 13 below.
13. Pursuant to paragraph 12, the LEO-Board may withhold approval of any training program, regardless of a majority vote, if:
 - a. There are insufficient funds available to support the program; or
 - b. Funding of the program is not authorized by WIA. Reconsideration of any matter or action taken by the LEO-Board and the WIB will be done according to meeting rules acceptable to all parties.
14. The LEO-Board and the WIB shall establish all boards, councils, or committees, or other advisory groups as mandated by federal laws and regulations.
15. The LEO-Board and the WIB shall establish by-laws for meetings and other matters of internal governance. These by-laws shall be consistent with any applicable federal and state laws, any regulations promulgated by the Governor and/or the State, and any provisions of this Cooperative Agreement. All meetings

of the WIB, LEO-Board or its Executive Council Shall be conducted in accordance with Nevada's Open Meeting Law.

16. The LEO-Board and the WIB shall approve the annual plan and local plan to be submitted to the Governor. The Chairman of the LEO-Board and the Chairman of WIB shall be the signatories to the annual plan and local plan. All proposed modifications to the annual plan or local plan shall be approved by the WIB and the LEO-Board and the signatories to such request for modifications shall be the same as indicated in the previous paragraph.
17. Financing for the undertakings of the NW, the LEO-Board and the WIB is provided as part of the federal funds made available under the WIA, in addition to other funding sources that may be periodically available. The staff of NW is responsible for preparing a budget for approval by the LEO-Board and WIB.
18. The LEO-Board and the WIB shall consider and approve proposed contracts necessary for the implementation of the WIA activities. All contracts shall conform to any applicable federal, state and/or local laws and regulations.
19. This Cooperative Agreement may be amended upon written agreement signed by the governing bodies of the 13 county parties hereto.
20. This Cooperative Agreement may be terminated at the expiration of any WIA Program Year by majority consent of the counties that are parties hereto upon the giving of ninety (90) days written notice of intent to terminate. In addition, any party may terminate its participation in this Agreement by giving 120 days notice before expiration of the WIA program year to the other parties to this Agreement. In the event that one or more counties ceases to be a participant in this Agreement, the remaining parties shall determine whether the Agreement may continue without that county or counties. In the event the remaining parties deem that the Agreement cannot continue, the Agreement will terminate at the end of that WIA program year.
21. Upon receipt of a notice of termination or expiration of this Agreement, the LEO-Board and the WIB shall, at their next regular meeting, prepare a plan for the dissolution of NW. This dissolution plan shall consider and provide for the discharge of all costs, expensed, charges and contractual obligations validly incurred pursuant to this Cooperative Agreement.

Additionally, the dissolution plan shall provide for the disposition of all property acquired by NW pursuant to this Agreement and state and federal law. The dissolution plan must provide for the disposition of all property acquired by NW to this Agreement. Furthermore, the dissolution plan shall provide for the distribution of any surplus funds, if any, once all costs, liabilities and obligations are discharged in accordance with state and federal law.

Any fiscal liability of NW not provided for in the dissolution plan, but determined to be outstanding and determined to be validly incurred by the 13 counties, shall be shared by the 13 counties on a pro rata basis as determined by the distribution formula in the WIA plan.

22. Upon execution of this Cooperative Agreement by all 13 counties, the Cooperative Agreement dated July 12, 1985 which created Job Opportunities in Nevada (JOIN) shall be terminated.

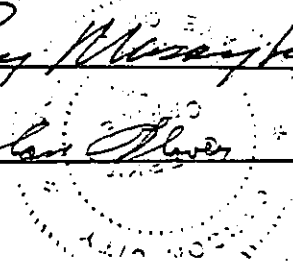
IN WITNESS WHEREOF, the parties hereto by their respective officers, duly authorized, have executed this Cooperative Agreement, to be effective as provided herein.

August 5, 1999
Date

CARSON CITY

By Ray W. [Signature]

ATTEST: [Signature]
CLERK



Date

CHURCHILL COUNTY

By [Signature]

ATTEST: [Signature]
CLERK

Date

DOUGLAS COUNTY

By [Signature]
JACQUES ETCHEGOYHEN, CHAIRMAN

ATTEST: [Signature]
CLERK [Signature], deputy

September 2, 1999
Date

ELKO COUNTY

By [Signature]

ATTEST: [Signature]
CLERK

Oct. 20, 1999
Date

EUREKA COUNTY
By St. G. ...
ATTEST:
[Signature]
CLERK

Sept 7, 1999
Date

HUMBOLDT COUNTY
By John N. Milton III
ATTEST:
Susan E. Miller
CLERK

September 27, 1999
Date

LANDER COUNTY
By Cheryl Ferguson
ATTEST:
Judy E. Negro
CLERK

August 5, 1999
Date

LYON COUNTY
By [Signature]
ATTEST:
Nikki Bryan
CLERK

July 7, 1999
Date

MINERAL COUNTY
By Jackie Wallis
ATTEST:
John J. ... B Jones, Deputy
CLERK

July 20, 1999
Date

PERSHING COUNTY
By [Signature]
Vice-Chairman
ATTEST: [Signature]
CLERK

Date

STOREY COUNTY
By [Signature]
ATTEST: [Signature]
CLERK

6/22/99
Date

WASHOE COUNTY
By [Signature]
ATTEST: [Signature]
CLERK

Date

WHITE PINE COUNTY
By [Signature]
ATTEST: [Signature]
CLERK

Approved by Nevada Attorney General
Pursuant to NRS 277.140

12/21/99
Date

Thomas M. Patton, First Assistant AG
Attorney General

**COOPERATIVE AGREEMENT UNDER THE
WORKFORCE INVESTMENT ACT**

THIS AGREEMENT, made and entered into this 10 of December, 1999, by and between the Northern Nevada Local Elected Officials hereinafter referred to as "LEO" and the NevadaWorks Council, hereinafter referred to as "NWC".

WITNESSETH:

WHEREAS, Workforce Investment Act (Authority: Sec 506(c), Pub. L. 105-220;20 USC 9276 (c)) hereinafter referred to as the "Act" authorizes the expenditure of federal funds for workforce development services in locally - determined service delivery area; and

WHEREAS, pursuant to the Act, the LEO has been created and consists of elected officials of Carson City and the Counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe and White Pine; and

WHEREAS, pursuant to the Act, NWC has been created and consists of representatives of the private sector, educational agencies, organized labor, one-stop partners, economic development agencies and such other representatives as the LEO deems appropriate.

WHEREAS, pursuant to the Act, the State of Nevada has designated Carson City and the above counties as a local workforce investment area, hereinafter referred to as the "LWIA"; and

WHEREAS, pursuant to the Act, the LEO has created NevadaWorks as the administrative entity and grant recipient to administer WIA funds; and

WHEREAS, the Act requires that a partnership arrangement exist between the LEO and NWC to carry out the provisions of the Act; and

WHEREAS, LEO and the NWC desire, by this Agreement, to define the scope of their partnership and their individual rights, duties and obligations;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the LEO and NWC in a spirit of cooperation and partnership, hereby agree as follows:

1. The LEO and NWC, jointly, shall be known as the NevadaWorks Board.

2. The NevadaWorks Board shall:

- a. Insure delivery of services pursuant to this Act and other workforce investment programs and related services in such a manner as to provide the most beneficial mix of program options to residents of the Local Workforce Investment Area (LWIA).
- b. Stimulate the active, effective participation of all sectors of the LWIA community in the provision of workforce development services.
- c. Maintain a consolidated office support and staff structure in order to minimize costs of administration, and maximize the funding available for, programs and services under the act. Staff of NevadaWorks shall serve as staff of the LEO and NWC jointly.
- d. Adopt, annually, an operational budget and program consistent with the local workforce investment plan and the goals established by the NevadaWorks Board.
- e. Establish the criteria for workforce service centers and the criteria, and process for the selection or designation of one stop operators and service providers.
- f. Select youth service providers and programs, based upon recommendation of the Youth Council.
- g. Review and approve all programs and budgets to be funded under the Act; except

The LEO may withhold approval of any training program if:
 - i. There are insufficient funds available to support the program; or
 - ii. Funding of the program is not authorized by the Act.
- h. Provide oversight with respect to activities authorized under WIA to include youth activities, local employment and training activities and the one-stop delivery system in the local area.

3. The NWC shall:

- a. Identify
 - 1) employer's labor force needs
 - 2) programs to address those needs
 - 3) appropriate linkages with other resources
 - 4) economic development opportunities of the area and
 - 5) employment needs of the unemployed or under employed

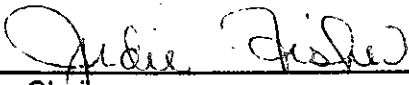
- b. Develop programs based on locally determined business community needs.
 - c. Provide policy guidance to the LEO on matters pertaining to the provision of services under the Act.
 - d. Select, monitor and independently assess the performance of and evaluate the benefit, productivity and impact of all programs funded.
4. Any member of NWC may be removed for cause by majority vote of the membership at a regularly scheduled meeting of NWC. "Cause" includes, but is not limited to:
- a. Failure to attend meetings as required by NWC Bylaws.
 - b. Unprofessional conduct, including conduct detrimental to the effort and/or objectives of NWC.
 - c. Willful neglect or failure to observe and carry out programs or policies adopted by NWC.

A member may only be removed after notice and an opportunity to be heard and respond to the charge or charges against him. If a member is removed, a vacancy occurs and shall be filled by appointment by the LEO pursuant to the NWC Bylaws.

5. LEO shall:
- a. Be financially liable for the proper administration of funds received pursuant to the requirements of the Act.
 - b. The LEO, by and through NevadaWorks shall have sole responsibility for:
 - 1. Receiving, disbursing and budgeting of all funds relating to WIA programs.
 - 2. Collecting program data necessary for management, evaluation and preparation of required and desired reports.
 - 3. Monitoring and evaluation of programs and program operators, subrecipients and service providers pursuant to the Act.
 - b. Procure audits of funds as required under the Act and resolve any questions arising from the audits. NW shall report the results of the audits to the NevadaWorks Council and LEO.

- c. Develop and manage a system to hear and resolve grievances brought by participants, vendors and other interested parties as required by the Act.
6. If any disagreement or dispute should arise between NWC and LEO concerning, inter alia, interpretation of this Agreement, the local workforce investment plan, any program selected and funded under the Act, removal or appointment of NWC members or conduct of the administrative entity or any grant recipient, the NWC and LEO shall meet jointly to resolve the disagreement or dispute. If no resolution is reached, the NWC and LEO shall, individually, select two of its members and, jointly, select a disinterested fifth person from private industry to serve as an arbitration subcommittee. Both members selected by the NWC shall be representatives of the private sector. The subcommittee shall meet and resolve the disagreement or dispute by not less than a majority vote of the five members. The decision of the subcommittee is thereafter binding on NWC and LEO unless, as a matter of law, the decision of the subcommittee is invalid.
 7. This agreement may be amended by mutual consent of NWC and LEO at any time. Either party may propose amendment by providing written notice thereof to the other party at least 60 days in advance of a regular meeting of the NevadaWorks Board. Any amendment must be approved by majority vote of each party.
 8. This Agreement shall be in full force and effect from the 11 day of December, 1999. It shall thereafter automatically be renewed from year to year unless either party notifies the other of its intention not to renew at least 90 days prior to the expiration of any one year period.
 9. NWC and the LEO agree that this document contains all of the agreements between the parties and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the matter hereof. All items referred to in this Agreement are deemed to be part of the Agreement.

Local Elected Officials

By:  Date: 12/11/99
 Chair

NevadaWorks Council

By:  Date: 12/11/99
 Chair