

**CHIEF ELECTED OFFICIALS BOARD
WORKFORCE DEVELOPMENT BOARD JOINT
AGREEMENT**

July 1, 2016 – June 30, 2021

THIS AGREEMENT made and entered into by and between the Chief Elected Officials Board of Kansas Local Area I (hereinafter referred to as the “CEOB”) and the Local Area I Workforce Development Board (hereinafter referred to as the (“LWDB”) d.b.a. Kansas WorkforceONE of Local Workforce Area I (hereinafter referred to as “LAI”) in Kansas.

WITNESSETH

WHEREAS, the CEOB is the legal representative of LAI formed under §106 (b) (1) of Public Law 113-128, the Workforce Innovation and Opportunity Act (hereinafter referred to as “WIOA”); and

WHEREAS, the CEOB has the authority to appoint the membership of the LWDB under WIOA §107(b); and

WHEREAS, it is the responsibility of the CEOB to provide policy and strategic guidance for, and exercise oversight with respect to, activities under WIOA in LAV in partnership with the LWDB; and

WHEREAS, the CEOB and the LWDB are required to enter into operational agreements under WIOA §107 (c) (1) (B);

NOW, THEREFORE, in consideration of the responsibilities of each party as designated in WIOA, the CEOB and the LWDB each agree to enter into the following procedures and relationships in order to achieve the purpose and goals of WIOA.

SECTION I: THE RESPONSIBILITIES OF THE CEOB AND THE LWDB

- A. The CEOB agrees to exercise diligently, and in a timely manner, the responsibilities reserved to the CEOB in WIOA as follows:
1. The CEOB will appoint the members of the LWDB and oversee LWDB certification requirements in accordance with WIOA Section 107(c) and State Policy #5-01-00 requirements. Failure of the LWDB to achieve certification will result in reappointment of another LWDB for the local area.
 2. The CEOB will serve as the local grant recipient for, and assume fiscal liability for grant funds for WIOA Title I adult, dislocated worker and youth activities; as well as other federal or state workforce funds as may be awarded.
 3. The CEOB will approve budgets for carrying out the responsibilities of the LWDB.
 4. The CEOB will provide comprehensive oversight of the activities of the LWDB to include hiring a an independent third party financial auditor as well as a third party program and structure compliance monitor. Additionally, the Kansas Department of Commerce, Regulatory Compliance – Legal Services conducts an annual fiscal and programmatic audit of the local area. These reports are directly provided to both the CEOB and LWDB Chairs. The CEOB will ensure that the local area partnerships are functioning effectively. The One-Stop Operator Consortium will report to the CEOB and LWDB on a quarterly basis along with its partners.
 5. The CEOB will ensure that an agreement or Memorandum of Understanding is signed with the Local Area

I WIOA Partner Consortium serving as the One-Stop Operator. The CEOB will be responsible for ensuring the consortium follows the requirements listed in 20 CFR 678.620 while performing its duties in the role of One-Stop Operator. The third-party program and structure compliance monitor will conduct monitoring of the One-Stop Operator Consortium, reporting directly to the CEOB and the LWDB Executive Committee.

6. The CEOB will ensure that if the LWDB is serving in multiple roles within the one-stop delivery system that an agreement will be developed and executed between the CEOB and the LWDB in compliance with 20 CFR 679.430.

B. The CEOB and the LWDB agree to exercise their joint responsibilities, as designated in WIOA, in the following ways:

- a. The LWDB shall have primary responsibility to conduct a strategic planning process that results in the development of the WIOA Local Plan, following the provisions of WIOA §108. The LWDB will submit the draft Local Plan to the members of the CEOB for review and comment at least 45 days prior to its required submission date. Formal agreement on the Local Plan will be required from both the CEOB and the LWDB before it is submitted to the Governor. The Local Plan shall include a description of the local One-Stop Delivery System as designated in WIOA §108 (a) (6).
- b. The LWDB may appoint the members of the Fiscal Committee, Operations Committee, the One-Stop Committee or the Youth Development Committee as well as any LWDB Task Forces that are occasionally assembled. The CEOB reserves the right to veto, through formal action, any appointment made by the LWDB to the committees listed.
- c. The LWDB will conduct oversight of the One-Stop Delivery System and the One-Stop Operator as a regular Agenda item at its meetings. The CEOB is responsible for ratifying the LWDB actions. The CEOB meets jointly with the LWDB on a quarterly basis. In addition, a CEOB Member has been appointed to each of the LWDB standing committees to provide direct oversight and to report back to the full CEOB. The Local Area I WIOA Partner Consortium will submit appropriate status reports on the operation of the One-Stop Delivery System to the LWDB and CEOB at least quarterly. The CEOB or LWDB may request additional reports and audits from the LWDB and/or Local Area I WIOA Partner Consortium or staff as required and necessary, to carry out its responsibilities to ensure the appropriate utilization of funds under WIOA.
- d. The LWDB will serve as the provider of career services in conjunction with our core partners upon approval of the Governor or his designee. The Kansas WorkforceONE Executive team who reports to the Executive Director has responsibility for the day-to-day operations of the Kansas WorkforceONE Workforce System which includes the KANSASWORKS centers in Local Area I Centers and serves as the provider of career services. The Consortium will focus on providing a service delivery system that continuously increases effectiveness and efficiency of operations across the workforce system as defined in the Local Area I WIOA Partner Consortium Memorandum of Understanding. The Third Party Program and Structure Compliance Monitor will conduct monitoring of all LWDB Program Operations and Structure to ensure they are in compliance with the agreement and all other associated WIOA requirements. Reports will be submitted to the CEOB and LWDB on a quarterly basis.
- e. In the event of a vacancy in the position of LWDB Executive Director, each of the parties, the CEOB and the LWDB, shall appoint a total of two members to serve on a search committee to conduct the hiring process. The agreement of each party, the CEOB and the LWDB, must be obtained before a candidate is hired.

C. The LWDB agrees to carry out diligently and in a timely manner, the responsibilities reserved to the LWDB in WIOA, as well as other appropriate responsibilities given the LWDB by the CEOB. These include, but are not limited to:

- a. Participate in the development and submission of the Local Area Plan.
- b. Conduct oversight of the One-Stop Delivery System, youth activities, and employment and training activities.
- c. Select One-Stop Operators (in accordance with 20CFR 679.370) and eligible service providers and oversee compliance and continuous improvement (may subsequently terminate for cause in accordance with 2 CFR Part 200). The LWDB in accordance with WIOA sec. 107(d)(10)(E) will work with the State to ensure there are sufficient numbers and types of providers serving the local area that maximize customer choice as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities. In the event the LWDB and required partners determine they want to compete for the One-Stop Operator, they will defer to the CEOB to conduct the complete One-Stop Operator selection process. Local Area I WIOA Consortium Partners that serve on the LWDB shall recuse themselves on any matters that would create a conflict of interest. See Conflict of Interest Section F.
- d. Negotiate and reach agreement on performance standards and any additional local performance measures. Local Area I WIOA Consortium Partners that serve on the LWDB shall recuse themselves from the negotiation of performance standards. See Conflict of Interest Section F.
- e. Conduct workforce research and regional labor market analysis;
- f. Convening, brokering, and leveraging local workforce development system stakeholders in the development of the Local Plan;
- g. Employer engagement;
- h. Career pathways development;
- i. Lead efforts to identify and promote proven and promising practices to meet the needs of employers, workers, and job seekers;
- j. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers;
- k. Coordination with education partners;
- l. Assess on an annual basis the physical and programmatic accessibility of all one-stop centers in the local area in accordance with WIOA sec. 188, if applicable, and applicable provisions of the American with Disabilities Act of 1990 (42 USC 12101et seq.); to ensure accessibility for individuals with disabilities.
- m. Certification of one-stop centers in accordance with 20 CFR 678.800.

D. To carry out its statutory and other responsibilities, the LWDB:

- a. Will serve as the Administrative Entity for LAI;
- b. May hire the director and other staff to assist in carrying out the functions of the LWDB per WIOA sec. 107(f); Ensure that LWDB staff only assist the LWDB to fulfill the required functions at sec. 107(d). The LWDB will establish and apply a set of qualifications for the position of director that ensure the individual selected has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in carrying out the functions of the LWDB.
- c. The LWDB Director and staff are subject to the limitations on the payment of salary and bonuses described in WIOA sec. 194(15).
- d. May be incorporated;
- e. May solicit and accept contributions and funds from other public and private sources;

- f. May not provide direct program services, even with non-WIOA funds, without the consent of the CEOB.

SECTION II: THE DEVELOPMENT OF THE LOCAL PLAN

- A. The LWDB, in conjunction with the CEOB is responsible for the development of the WIOA Local Plan through a regular strategic planning process, input from WIOA partner agencies, and the assistance of LWDB staff. The Local Area I WIOA Partner Consortium and One-Stop Lead will not convene system stakeholders to assist in the development of the local plan, prepare or submit local plans (as required under sec. 107 of WIOA).
- B. The LWDB shall make WIOA Local Plan available for public comment and present the Local Plan with the public comments to the CEOB and LWDB in open public meetings prior to final approval by the CEOB and the LWDB for submission to the Governor. Public comment shall be reviewed and summarized for inclusion with the Local Plan.
- C. The CEOB and the LWDB shall concur on the Local Plan prior to its submission to the Governor following the established procedures for each respective body. Upon approval by both bodies, the Local Plan shall be submitted to the Governor.
- D. Following the submission and approval of the Local Plan, the LWDB Executive Team and the CEOB Chair, shall follow established procedures for the development and approval of contracts and budgets, informing the CEOB of such decisions in a timely manner. Such contracts for service provision and amendments to such contracts shall be approved by the LWDB Executive Team and executed by the LWDB Executive Director or other appropriate signatories for that body. Contract amendments involving expenditures of less than 15% of a cost category may be approved by either the CEOB Chair or the LWDB Chair.
- E. Modification of the Local Plan, as defined by the state Policy Manual, shall require approval of the LWDB with notification to the CEOB following the established procedures for each respective body. Either body may request modification of the Local Plan by notifying the Chair of the other body at least 30 days prior to action being taken on such a request. After 30 days, each body shall act on the request at the next scheduled meeting.

SECTION III: OPERATING PROCEDURES

- A. Bylaws: The LWDB and the CEOB may establish Bylaws and/or Operating Procedures for their respective organizations which are consistent with the provision of this and any other bilateral agreements between the parties. In the event that any such Bylaws or procedures shall be found to be in conflict with the provisions of this or any other bilateral agreements, the provision of said agreements shall prevail.
- B. LWDB Membership: Members of the LWDB are appointed to represent sectors of LAI as outlined in WIOA §106 and the initial plan of appointment approved by the CEOB. All members of the LWDB shall live or be employed within LAI. If it is in the best interest of the LAI, one of the two requirements may be waived in an individual case-by-case basis by the CEOB. Any change in residence, employment or other status which affects the representative status of a LWDB member, shall be forwarded to the CEOB Board Chair within 90 days of said change. Changes in status which LWDB member no longer representative of the sector from which originally appointed shall result in the CEOB declaring said position vacant.
- C. Alternates: In the course of LWDB operations, alternate LWDB members shall not be appointed or designated.
- D. Cause for Removal: Any member of the LWDB may be removed therefore by the CEOB for cause, including but not limited to the following:
 - 1. Causes specified in Kansas *Statutes*;
 - 2. Failure of the LWDB member to fulfill in timely and proper manner his/her obligations under this

Agreement, or if the LWDB member shall violate any of the covenants or stipulations of this Agreement. However, nothing herein shall be construed to permit removal of any LWDB member for failure to concur in any proposed agreement with the LWDB;

3. For conviction of any federal or state felony;
 4. Any member who is absent without giving prior notice and cause from three (3) consecutive regular meetings of the LWDB is subject to removal and replacement by the CEO. The LWDB Secretary shall inform the LWDB Board Chair of the LWDB attendance records after each LWDB meeting;
 5. For changes in status that affect representation as outlined in Section III (B) of this Agreement.
- E. Filling of Vacancies: Vacancies on the LWDB shall be filled by appointment by the CEOB in accordance with the Act and the Chief Elected Official Agreement and LWDB By-laws in effect at the time of the vacancy.
- F. Internal Controls/Conflict of Interest: In accordance with 20 CFR 679.430, members of the CEOB, members of the LWDB/LWDB committees and One-Stop Operator(s), must maintain the public trust in all matters concerning the use of federal and state funds for the purpose of carry out program requirements, especially the responsibility to uphold the reputation and integrity of the program. To accomplish this:
1. The LWDB shall establish written Conflict of Interest policies in its Bylaws, and adhere to Conflict of Interest policies established by the state.
 2. No member of the CEOB and its committees, or members of the LWDB and its committees, shall cast a vote on the provision of services by that member is a governing board member, owner, manager, employee, or agent, or vote on any matter which would provide direct financial benefit or substantive interest, whether or not financial in nature, to that member (or any organization of which that member is a governing board member, owner, manager, employee or agent). When discussing or voting on issues in which a member may have a conflict of interest, the Board may allow the members to voluntarily leave the room unless the member is answering questions directly addressed to them by the CEOB or LWDB Chairs. This requirement in and of itself does not preclude CEOB or LWDB members or their businesses from participating in program contracts.
 3. The CEOB and LWDB members shall have on file an annual Disclosure/Conflict of Interest form which is signed by each CEOB member, each LWDB member, and each Administrative staff member. The disclosure statement must include, but not be limited to, the organizational and fiduciary affiliations of the individual and the individual's immediate family, as defined by State Policy #5-05-00, which may present a potential conflict of interest for that individual. The KANSASWORKS State Board has determined immediate family means any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved. The prohibited relationships are as follows:
 - a. First degree of affinity Husband, wife, spouse's father or mother, son's wife, daughter's husband;
 - b. Second degree of affinity Spouse's grandfather or grandmother, spouse's brother or sister;
 - c. First degree of consanguinity Father, mother, son, daughter;
 - d. Second degree of consanguinity Grandfather, grandmother, brother, sister, grandson, granddaughter; and
 - e. Third degree of consanguinity Great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter.
 4. The LWDB will issue a Request for Proposal for an outside Fiscal Agent/Paymaster. The selected Fiscal Agent/Paymaster must comply with the WIOA law and corresponding regulations: Relevant Office of Management and Budget (OMB) circulars; The Uniform Guidance given in the Code of Federal Regulations, Part 200 – including 2 CFR 200.318, "General Procurement Standards. The LWDB has

worked with our contracted A-133 Auditors to ensure all Fiscal Agent/Paymaster functions will be performed in such a way as to minimize fiscal risk.

- G. Maintenance of Effort: To ensure maintenance of effort, no contracts for grants to service providers shall be in violation of the maintenance of effort requirements of federal law or regulations or rules of the Kansas Department of Commerce or its successor agency.
- H. Grievance Procedures: The Administrative Entity shall establish and maintain a grievance procedure for resolution of grievances and complaints about its programs and activities from participants, sub-grantees, subcontractors, and other interested persons. The LWDB shall develop a Grievance Policy for CEOB approval and, upon approval, carry out the provisions therein.
- I. Liaison Committee: A Liaison Committee consisting of two members of the CEOB, appointed by the CEOB Board Chair, and two members of the LWDB, appointed by the LWDB Chair, shall be convened upon the joint call of the Chairs of the CEOB and the LWDB to resolve conflicts on issues of mutual concern. The Chairs, in making the appointments, shall jointly appoint one of the committee members as Chair and issue the charge to the committee. Upon issuance of its report to both parties, the committee shall be dissolved.
- J. Indemnification: The CEOB and the LWDB recognize the need to protect all members of the CEOB and the LWDB against loss, liability or damages that may result from their joint and separate actions in performing responsibilities under WIOA. To accomplish this, it is agreed that:
 - 1. The Administrative Entity/Grant Sub-Recipient shall obtain errors and omissions insurance, bonding and general liability insurance. The CEOB and the LWDB members shall be named as additional insureds on the general liability policy and errors and omissions insurance.
 - 2. The LWDB agrees during the term of this Agreement to indemnify and save harmless the CEOB, its successor and assigns, from and against every claim, demand, suit, payment, damage, loss, costs, and expense that the CEOB, its successors and assigns, may hereafter suffer, incur, be put to, pay or lay out by reason of the LWDB performing its obligations under this Agreement, provided, however, that the provisions of this section shall not apply to claims, demands, suits, payments, damages, losses, costs, and expenses caused by or resulting from the acts or omissions of the CEOB, its successors or assigns, or by any agency, board, officer, employee, agent, assign or representative of a county contained in the Local Area I.
- K. Efficiency: The LWDB and the CEOB shall commence, carry on and complete their obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.
- L. Voting: The following provisions shall apply:
 - 1. All approvals under this Agreement shall require the approval of a majority of the members present at a meeting of such said bodies, unless a vote of greater than a simple majority is called for in the Bylaws of the respective body.
 - 2. Votes on matters which require concurrence of the LWDB and the CEOB shall be by roll call and recorded in the Minutes of the respective bodies.
 - 3. At no time shall the LWDB and the CEOB vote as a single unit.
 - 4. Absentee voting is not allowed by either the LWDB or the CEOB.
- M. Quorum: A quorum of any meeting of the CEOB or LWDB shall be a majority of its then-current membership in

accordance with the LWDB and CEOB By-laws. A quorum must be established for purposes of conducting business by each of the respective bodies.

N. Joint Committees:

1. A Planning and Evaluation Committee may be established as needed for the provision of WIOA services, and consist of at least three (3) members of the LWDB appointed by the LWDB Chair, and at least one (1) CEOB member appointed by the Board Chair. The Planning and Evaluation Committee shall:
 - a. Assist the LWDB and the CEOB in the development of the Local Plan as required;
 - b. Review and evaluate competitive proposals for the provision of WIOA program services for adults and dislocated workers when such a process is put in place;
 - c. Review and evaluate competitive proposals for the provision of WIOA program services for youth as may be required.
2. A Joint Executive Committee comprised of the CEOB Board Chair, the LWDB Chair, the LWDB Vice Chair, Secretary and Treasurer and one other business member, may be established as needed between the CEOB and the LWDB. This committee shall:
 - a. Address issues pertaining to this and other CEOB/LWDB agreements as required, including the regular renewal of this Agreement;
 - b. Resolve disputes concerning the development and approval of the Local Plan which cannot be resolved through other means;
 - c. Handle disagreements among the Local Area I WIOA Partner Consortium, LWDB staff, or between staff and service providers which cannot be settled through usual grievance procedures or through regular committee operations.
 - d. Handle other issues and responsibilities as required by law which involve the coordinated efforts of the CEOB and the LWDB.
 - e. The Executive Committee will serve as the personnel committee,
 - f. The Fiscal Committee chaired by the Treasurer/Secretary will participate in the development of a budget for administering WIOA and other funding available to the LWDB. The Fiscal Committee will submit the budget to the full LWDB for approval and then to the CEOB for approval.
 - g. The Fiscal Committee, the Operations Committee, the One-Stop Committee or the Youth Development Committee will report to the Joint Executive Committee.
 - h. The third-party program and structure compliance monitor will report directly to the Joint Executive Committee as requested. In addition, any program compliance or fiscal reports will be submitted at a minimum on a quarterly basis to the Executive Committee.

Section IV: GENERAL ADMINISTRATIVE PROVISIONS

- A. Delivery of Notices and Reports: Notices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address to notify the other party in writing within a reasonable time:

1. To the CEOB addressed to the designated Chair at her or his current address;
 2. To the LWDB addressed to the designated Chair at her or his current address.
 3. Electronic delivery via email is also allowable with the date and time indicated on the communication and delivered to the current email address of the party. Any member of the CEOB or the LWDB may request that United States Postal Service delivery of hard copies of communication be used to deliver notices and reports.
- B. Open Meetings Required: The provisions of the Kansas Open Meeting Act, regarding open meetings of governmental bodies shall apply to all meetings and proceedings of the CEOB and LWDB, including those of its formally constituted subunits.
- C. Public Records:
1. As under WIA, the LWDB must conduct business in an open manner as required by WIOA §107(d) Sunshine Provision requirements and 20 CFR 679.390 guidance. Information must be accessible and available to the diverse population and current and potential stakeholders so the public has the opportunity to get the same information. Therefore, the LWDB must make available to the public on a regular basis, through electronic means and open meetings, information about the LWDB activities such as:
 - a. Information about the Local Plan, modifications to the Local Plan, before submission of the plan
 - b. LWDB membership listing and member affiliations
 - c. Selection of One-Stop Operators
 - d. Award of grants or contracts to eligible training providers of workforce investment activities including providers of youth workforce investment activities
 - e. Minutes of formal LWDB meetings
 - f. LWDB bylaws consistent with §679.310(g)
 2. The LWDB and the CEOB shall maintain copies of records of their activities in all major areas, including all meeting agendas and minutes, contracts, fiscal and management documentation.
 3. The Administrative Entity shall be the custodian of the public records of the LWDB and of the CEOB, or in the event that the Administrative Entity is unable to serve this function, the CEOB shall designate an alternate custodian of the public records.
 4. The LWDB and the CEOB shall each adopt policies under the Public Records Law for the duplication and distribution of copies of public records and the charges therefor.
 5. The CEOB and the LWDB shall have complete access to the Workforce Investment Act (WIA) or Workforce Innovation and Opportunity Act (WIOA) records of both bodies, except for records of closed sessions of the LWDB or CEOB pursuant to Kansas *Statutes*, and this Agreement wherein persons not members of that body may be excluded.
 6. The LWDB and the CEOB shall send copies of all agendas and minutes thereof to the members of both bodies at all times. Electronic communication is acceptable.
- D. Non-Exclusion of Members: The LWDB and the CEOB shall not exclude members of either body from meetings in closed session pursuant to Kansas *Statutes* when the matter under discussion concerns programs, plans, budgets or staff under this Agreement.

- E. Nondiscrimination: During the term of this Agreement, The LWDB, the CEOB, the Administrative Entity and Local Grant Sub-Recipient agree not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of factors prohibited by federal or state law, including WIOA §188 and Kansas *Statutes*. The aforementioned agree to post in conspicuous places, available to all employees and applicants for employment and all recipients of services, actual or potential, notices setting forth the provisions of this Agreement as they relate to nondiscrimination. The aforementioned shall, in all solicitations for employment placed on their behalf, state that the aforementioned are “Equal Opportunity Employers”.
- F. Term of the Agreement: The term of this Agreement shall commence as of July 1, 2016, and shall continue through June 30, 2020. This Agreement shall be reviewed by the LWDB and the CEOB by June 1, 2019 in order to draft a successor agreement, which shall be executed prior to July 1, 2020.
- G. Amendment of Agreement:
1. Either party may propose amendments to this Agreement at any time. Requests for amendment shall be authorized in accordance with the Bylaws of the body initiating the request. No proposed amendment may be considered by the body unless a written copy has been mailed to the members of the body at least ten (10) days prior to consideration. An amendment to amendment(s) so proposed shall be in order.
 2. Proposed amendment, approved in accord with the above, shall be communicated to the other party [in accord with IV (A) above] and shall be acted upon by that party no less than ten (10) days nor more than sixty (60) days following receipt. No proposed amendment may be acted upon unless the text thereof has been mailed to the member of the body at least 10 days prior to consideration.
 3. The other party must respond with a written notice of concurrence or non-concurrence, or a written request to negotiate within 10 days of consideration of the amendment.
- H. Assignment or Transfer: The LWDB shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without prior written consent to the assignment of this Agreement to LWDB’s corporate successor which shall be bound in all respects as is the LWDB.
- I. Construction: Should any part, clause, paragraphs or sentence of this Agreement be construed by a court of competent jurisdiction to be in violation of any federal or state law, rule or regulation, the remainder of the Agreement shall remain in full force and effect unless amended in accord with the article.
- J. Signatory Powers: The Chair of the CEOB and the Chair of the LWDB or in their absence or disability, the Vice-Chair of the CEOB and the Vice-Chair of the LWDB, shall be the signatory for the CEOB and the LWDB respectively when authorized to execute any document on behalf of said bodies by formal action thereof. The signatures shall be duly attested by the Secretary of the respective body.
- K. Entire Agreement: The entire Agreement of the parties is contained herein and this Agreement supersedes any and all prior oral agreements and negotiations between the parties relating to the subject matter thereof.

SECTION V: RATIFICATION OF THIS AGREEMENT

- A. This Agreement shall require the approval of the LWDB and the CEOB, as required by their respective Bylaws at a meeting of each body, authorizing the execution of the agreement.
- B. Each signatory thereof certifies that he/she has the legal authority of the governing body of the parties thereto to enter into this Agreement, and the parties jointly and separately accept the responsibility for the operation of the program under WIOA.

Don Davis, Chair Chief Elected Officials
Date: _____

Kenneth C. Gates, Chair Kansas WorkforceONE
Date: _____

DRAFT