

BOARD OF COUNTY COMMISSIONERS AGENDA MIAMI COUNTY, KANSAS

Wednesday, February 3, 2021 | 1:00 p.m.

CALL TO ORDER AND OPEN CEREMONIES

- PLEDGE OF ALLEGIANCE
- ROLL CALL

PUBLIC COMMENT

The Board of County Commissioners encourages citizen participation in local governance processes. Making every effort to be in compliance with the Kansas Open Meetings Act (KSA 75-4317), you are invited to participate in today's meeting. Speakers are requested to state their full name, address, and group affiliation, if any, before delivering any remarks. Speakers should limit their comments as to not exceed five minutes. Always speak from the podium, using the microphone. If documentation or material is presented to the Board of County Commissioners, please provide them to the Clerk for distribution and filing with the official record of the meeting.

CONSENT AGENDA

The CONSENT AGENDA is a single agenda item that can include multiple items previously reviewed and determined to be of a routine business nature. Items that are included as part of the CONSENT AGENDA will be voted upon under a single motion unless a separate discussion on any single item is requested by a Member of the Board of County Commissioners or a member of the public. If a separate discussion on any item is requested, it will be set aside for further consideration as part of the ACTION AGENDA.

1. Approval of minutes of the county commission meeting on January 27, 2021
2. Approval of payment vouchers and payroll

UNFINISHED BUSINESS

1. EMERGENCY OPERATION PLAN – Consider approving the updated Emergency Operation Plan for the Emergency Management Division.

ACTION AGENDA

1. SECURITY CAMERAS – Consider approving the equipment and installation of security cameras for the administration building and courthouse.
2. PURCHASE – Consider authorizing the purchase of a Haulmark trailer for the Sheriff Office for the sum of \$8,546.68.
3. SOUTHEAST KANSAS WORKS CEOB AGREEMENT– Consider authorizing commission chair to sign the Local Workforce Development Area V Chief Elected Official Board Agreement.

APPLICATIONS

REPORTS FROM STAFF, COMMITTEES, OFFICERS

COMMISSION COMMENTS

EXECUTIVE SESSION

ADJOURNMENT

**BOARD OF COUNTY COMMISSIONERS AGENDA
MIAMI COUNTY, KANSAS**

Wednesday, February 3, 2021 | 1:00 p.m.

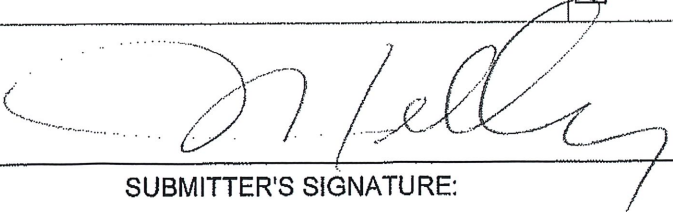
Miami County does not discriminate on the basis of race, color, national origin, gender, religion, age disability, genetic information, or other circumstance prohibited by federal, state, or local law, rule, or regulation, including Title II of the Americans with Disabilities Act. A request for accommodation for a disability; or other assistance, should be made, if possible, at least 3 days in advance to County Counselor, Sheila Schultz @ 913-294-3914.

MIAMI COUNTY STAFF REQUEST FOR COMMISSION ACTION

SUBMITTED BY: Frank Kelly	REQUESTED MEETING DATE: Feb 3 2021
DEPARTMENT: Sheriff's Office	REQUESTED MEETING: <input checked="" type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING
CONTACT INFORMATION: Sheriff Frank Kelly	PROJECT / REFERENCE NUMBER:

AGENDA ITEM / SUBJECT: 26 Security Cameras and Equipment for Administration Building and Courthouse
ITEM BACKGROUND / DESCRIPTION: Installation of 26 Security Cameras in the Administration Building and Courthouse
REQUESTED ACTION / STAFF RECOMMENDATION:

BUDGET IMPACT:		
BUDGET AUTHORITY: \$	REMAINING BUDGET ALLOCATION: \$	
FUND / LINE ITEM: ###-###-####	FUNDS BUDGETED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CAPITAL PROJECT: <input type="checkbox"/> YES <input type="checkbox"/> NO



SUBMITTER'S SIGNATURE:

01-27-2021

DATE:

FISCAL REVIEW

Steve Lyman
SIGNATURE:

1/27/2021
DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

Sharon Hill
SIGNATURE:

1-27-21
DATE:

Comments:

COUNTY CLERK'S OFFICE USE

Commission Action Taken:

Accepted

Denied

Postponed

Acknowledged

Date Action Taken:

Required Follow-up Date:

Publication Required:

Submitted to Publication By:

Yes

No

NPG Account Number:

Mail Distribution Required:

Mailed By:

Yes

No



ACCURATE CONTROLS, INC.
SECURITY AUTOMATION SYSTEMS

420 E. Oshkosh Street
Ripon, WI 54971
Phone: 920.748.6603
FAX: 920.748.9397

Quotation #	200305MC
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Sold To: Bryce Thomas Miami County Detention Center 209 South Pearl Street Paola, KS 66071 Phone: 913-731-0919 Fax: 0 Email: Bryce Thomas	Date: 3/5/2020 Quoted By: Lynn Priebe
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Description:

The facility is requesting that 26 IP cameras, 9 decoders, 9 monitors be added from the administration building to the existing system at the Detention Center. Other inclusions will be adding the camera icons to the security control screens, adding the cameras/license to the Bosch Management Server. The facility and/or electrical will be responsible for pulling cat 6 wire and/or conduit back and connecting to facility network. The facility and/or electrical will be responsible for adding Cat 6 wire/conduit and installing 4 square back boxes 3.5" deep for each camera. The facility or local electrician will be responsible to install one RJ45 connector and one Cat6 termination on punch down blocks provided by Accurate Controls. An Accurate Control technician will go to site to for one week to add programming changes and test. Every camera added does subtract from current storage retention space.

Exceptions

All work to be completed on 1st shift, Monday thru Friday 7:00 am - 4:30 pm. excluding weekends and federally observed holidays. Some work may require the disruption of normal operations. No sales tax or overtime wages are included in this quotation. Please allow 10 to 12 weeks for completion of this work once a signed copy of this quotation or purchase order is returned to Accurate Controls.

Parts Description:	Quantity:	Unit Price:	Amount:
NIN-63013-A3S Flexidome Cameras	26	\$827.52	\$21,515.52
RJ45 connects & Cat 6 5 ft cables	26	\$9.75	\$253.50
MBV-XCHAN-75 Camera/Decoder licenses	35	\$142.17	\$4,975.95
VJD-7513 High Performance Video Decoder	9	\$1,952.07	\$17,568.63
42" monitors	9	\$2,157.96	\$19,421.64
HP Work Station Z4G4 3WE02UT#aba	1	\$2,286.00	\$2,286.00
MBV-XWST-75 Workstation license	1	\$306.75	\$306.75
24" Monitor	1	\$493.50	\$493.50
Patch Panel	1	\$200.70	\$200.70
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
			\$67,022.19

Shipping & Handling:	\$2,010.67
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Labor Description:	Hours:	Unit Price:	Amount:
Field Technician	40	\$137.00	\$5,480.00
Programming	12	\$180.00	\$2,160.00
Project Management	9	\$106.00	\$954.00
Engineering	23	\$180.00	\$4,140.00
CAD	7	\$106.00	\$742.00
Manufacturing / Testing	0	\$94.00	\$-
Testing Certification/Training	0	\$137.00	\$-
			\$13,476.00

Subcontract Services:	Subcontractor:	Amount:
	0	
Subcontractor materials		\$-
Subcontractor labor		\$-
		\$-

Travel & Per Diem:	\$3,616.60
Total Quotation:	\$86,125.46

Warranty:	1 year
<p>Accurate Controls, Inc. shall guarantee equipment to be free from defects during the warranty period. We shall send replacement parts for defective equipment in a timely fashion after diagnosis by our service department and receipt of a signed quotation or purchase order. If it is determined that the equipment to be replaced is defective, no invoice will be sent. ACI does not warranty equipment that is damaged due to negligence, acts of God or vandalism.</p>	

Respectfully:

Lynn Priebe

Customer Service Representative
lpriebe@accuratecontrols.com

Thank you for your business!

Please accept this signature as an approval of this quotation and an authorization to proceed.

PO#: _____

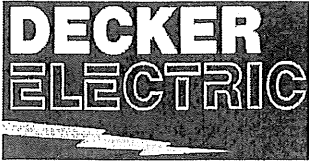
Date: _____

Authorized Signature

Print Name

Title

Quotation valid for 30 days, subject to change thereafter.



Decker Electric, Inc.
4500 W. Harry Street
Wichita, Kansas 67209
(316) 265-8182

March 12, 2020

Miami County Admin & Court House Camera Install Proposal

Decker Electric, Inc. proposes to furnish all labor and materials required for the above project. The scope of our proposal is outlined below.

GENERAL ITEMS INCLUDED:

- 1 Mobilization and 1 Demobilization
- Hotel & Per Diem
- All work is to be performed during normal Decker Electric, Inc. hours of 7am to 3:30pm Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise below.

ADMINISTRATIVE BUILDING SPECIFIC ITEMS INCLUDED:

- Install (1) Cat6 cable for (14) cameras to IT closet on the basement level.
- Install (1) Cat6 cable for (9) monitors to IT closet on the basement level.
- Install (2) Cat6 cable for (2) camera in the Commission Chambers
- Install cameras and monitors. Locations to be verified by facility. Rough drawing is attached.
- (1) 4" concrete core drill one first floor South entrance.
- Install power receptacle near location of each monitor. Decker to pull power from nearest existing receptacle.
- Provide and install (9) mounts for the monitors. Location of mounts and monitors to be determined by customer.
- Camera terminations
- Programming and testing of cameras and monitors

ADMINISTRATIVE BUILDING SPECIFIC ITEMS NOT INCLUDED:

- Patch panels provided by others.
- Back box cut into concrete/brick walls.
- Cameras and monitors provided by others.
- Additional camera and monitor work other than specified above
- Background checks and any additional building access requirements
- No Bond
- Sales Tax

COURT HOUSE BUILDING SPECIFIC ITEMS INCLUDED:

- **Basement:**
 - Provide and install (4) cameras at customer identified locations
 - Provide and install (4) Cat6 cables; (1) to each camera location
- **1st Floor**
 - Provide and install (3) camera on exterior location
 - Provide and install (3) Cat6 cables; (1) to each location
- **2nd Floor:**
 - Provide and install (3) cameras at customer identified locations
 - Provide and install (3) Cat6 cables: (1) to each location
- **3rd Floor:**

- Provide and install (1) camera at customer identified location
- Provide and install (1) Cat6 cable to camera location

COURT HOUSE BUILDING SPECIFIC ITEMS NOT INCLUDED:

- Core Drilling
- Concrete cutting
- Network equipment or NVR
- Added Storage
- Stucco Patching or Painting
- Programming
- Sales Tax
- No Bond
- No Background checks or any additional building access requirements

TERMS AND CONDITIONS:

- This proposal is valid for 30 calendar days.
- This proposal has been prepared in accordance with the provided project schedule. If a schedule is not provided, Decker Electric, Inc.'s Proposal is valid with a mutually agreeable schedule (including durations and logic). If the schedule is delayed or extended by the action or inaction of the owner, contractor or other subcontractors, Decker Electric, Inc. reserves the right to submit requests for additional time and/or compensation due to such delays.
- Payments shall be due and payable thirty (30) days from date of invoice.
- Customer agrees to pay all taxes and other charges, including but not limited to state and local sales and excise taxes unless specifically noted otherwise above.
- Decker Electric, Inc. shall not be liable for any damage or penalty for delays or failure to perform work due to force majeure.
- Decker Electric, Inc. shall not be responsible for the testing, removal or disposal of any hazardous materials.

BASE BID PROPOSAL - \$27,845.00

If you have any questions, please feel free to contact me call at any time.
Thank you for your interest and consideration of Decker Electric, Inc.

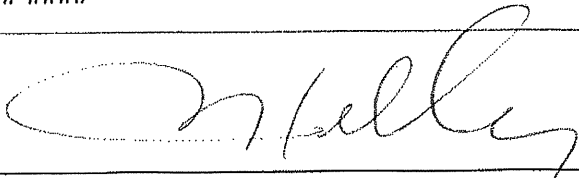
Sincerely,
DECKER ELECTRIC, INC.

MIAMI COUNTY STAFF REQUEST FOR COMMISSION ACTION

SUBMITTED BY: Frank Kelly	REQUESTED MEETING DATE: Feb. 3 2021
DEPARTMENT: Sheriff's Office	REQUESTED MEETING: <input type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING
CONTACT INFORMATION: Sheriff Frank Kelly	PROJECT / REFERENCE NUMBER:

AGENDA ITEM / SUBJECT: Purchase of Trailer
ITEM BACKGROUND / DESCRIPTION: New Trailer to haul UTV and equipment
REQUESTED ACTION / STAFF RECOMMENDATION:

BUDGET IMPACT:		
BUDGET AUTHORITY: \$	REMAINING BUDGET ALLOCATION: \$	
FUND / LINE ITEM: ###-###-####	FUNDS BUDGETED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CAPITAL PROJECT: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO



SUBMITTER'S SIGNATURE:

01-27-2021

DATE:

FISCAL REVIEW

Steve Lyman
SIGNATURE:

1/27/2021
DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

Shane Hill
SIGNATURE:

1-27-21
DATE:

Comments:

COUNTY CLERK'S OFFICE USE

Commission Action Taken:

Accepted

Denied

Postponed

Acknowledged

Date Action Taken:

Required Follow-up Date:

Publication Required:

Submitted to Publication By:

Yes

No

NPG Account Number:

Mail Distribution Required:

Mailed By:

Yes

No



GET MORE | GO FURTHER

Salesperson: Mitch Berger
S & S TRAILER SALES INC
 14878 State Hwy 96
 Ness City, KS 67560
 Fax: 785-798-3663

Quote #: 1611768082
 Quote Title:
 Quote Date: 1/27/2021
 Modified Date: 1/27/2021

Quote For: Miami County Sheriff

Phone: 785-798-3661
 Email: mitch@sandstrailersales.com

Phone: 913-294-3232

FOB: Ness City, KS

Email:

Qty	UOM	Description	MSRP	Quote Price
1	EA	PASSPORT DLX-ACG - Model# PP8524T2-D	\$8,109.00	\$7,304.20
1	EA	Passport	\$0.00	\$0.00
1	EA	Steel Frame	\$0.00	\$0.00
1	EA	V-Front	\$0.00	\$0.00
1	EA	Tag	\$0.00	\$0.00
1	EA	24ft Long	\$0.00	\$0.00
1	EA	Flat Roof	\$0.00	\$0.00
1	EA	8-1/2ft Wide	\$0.00	\$0.00
1	EA	2-5/16in 14,000lb Coupler	\$0.00	\$0.00
24	FT	Crossmembers 24in On Center	\$0.00	\$0.00
24	FT	2in x 6in Tube Main Rails	\$0.00	\$0.00
1	EA	V-Nose	\$0.00	\$0.00
24	FT	Tube Roof Bows 24in On Center	\$0.00	\$0.00
1	PR	8/0 x 27" G3 Safety Chains with Slip Hook	\$0.00	\$0.00
24	FT	76 1/2" Z Posts	\$0.00	\$0.00
24	FT	Vertical Posts 16in On Center	\$0.00	\$0.00
1	EA	Sand Pad	\$0.00	\$0.00
1	EA	2,000lb Top Wind Tongue Jack	\$0.00	\$0.00
1	EA	Standard A-Frame Tongue	\$0.00	\$0.00
1	EA	Black Frame Paint	\$0.00	\$0.00
1	EA	Breakaway Kit Assembly w/Charger	\$0.00	\$0.00
2	EA	3.6K Spring Ele Brake Axle, 4in Drop, 5b, EZ Lube	\$0.00	\$0.00
1	EA	Tandem Axle	\$0.00	\$0.00
4	EA	ST205/75R15C Radial 6B Silver Mod Steel Wheel	\$0.00	\$0.00
1	EA	Medium Duty Rear Ramp Door w/PlexCore	\$0.00	\$0.00
1	EA	32 x 72 Side MFG Door w/Grab Handle & Bar Lock	\$0.00	\$0.00
24	FT	3/4in PlexCore Decking	\$0.00	\$0.00
24	FT	3/8in PlexCore Sidewall Liner	\$0.00	\$0.00
4	EA	5,000lb Square D-Ring with Welded Plate	\$0.00	\$0.00
1	EA	12V Dome Light	\$0.00	\$0.00
1	EA	License Plate Bracket w/ Separate Light	\$0.00	\$0.00
4	EA	LED S36 Red Lens Red Clearance Lights	\$0.00	\$0.00
4	EA	LED S36 Amber Lens Amber Clearance Lights	\$0.00	\$0.00
1	PR	LED Slim Line Red Lens Tail Lights	\$0.00	\$0.00
1	EA	LED Red Lens Rear Clearance Light ID Bar	\$0.00	\$0.00
1	EA	1-Piece Aluminum Roof	\$0.00	\$0.00
24	FT	6in Screw Pattern for Exterior Aluminum	\$0.00	\$0.00
1	PR	Smooth Aluminum Fenderettes	\$0.00	\$0.00
1	EA	16in Starbright Stoneguard	\$0.00	\$0.00
1	FT	70" Approximate Inside Height	\$48.00	\$42.48
24	FT	Black .030 Aluminum Exterior	\$0.00	\$0.00
1	PR	Sidewall Flow-Thru Vents	\$0.00	\$0.00
Subtotal			\$8,167.00	\$7,346.68
Qty	UOM	Dealer-Supplied Options		
1	EA	Freight		\$1,200.00
		Misc Charges		
		Dealer Surcharge	\$0.00	\$0.00
		Sales Tax (6.30%)		\$538.44
		Total	\$8,167.00	\$9,085.12

Pickup Location:

#8546.68

*Note: Make to Order Items with costing older than 90 days will be rejected.



LOCAL WORKFORCE DEVELOPMENT AREA V

CHIEF ELECTED OFFICIAL BOARD AGREEMENT

This Chief Elected Officials' Agreement ("Agreement") is entered into by and among the Kansas Counties of Allen, Anderson, Bourbon, Chautauqua, Cherokee, Coffey, Crawford, Elk, Greenwood, Labette, Linn, Lyon, Miami, Montgomery, Neosho, Wilson and Woodson, each of which is designated as a "Local Government", to define the rights and duties of the Local Governments in their cooperative oversight of workforce development programs authorized by the federal Workforce Innovation & Opportunity Act of 2014 ("WIOA"), Public Law 113-128. This Agreement is intended to comply with WIOA Section 107(c)(1)(B)(i) providing that, where there exist multiple units of local government within a "Local Area" (defined below), the chief elected officials of those governments are to enter into an agreement which defines their general rights, roles and responsibilities.

I. Establishment of Local Area

There is hereby established a Chief Elected Officials Board, hereinafter referred to as the CEOB, to provide for the effective planning, coordination and implementation of the employment and training system within the Kansas Workforce Development Area V, pursuant to the provisions of WIOA and applicable federal and state regulations. For purposes of representation on the CEOB, Local Area V is subdivided into five (5) regions: Region I consists of the counties of Chautauqua, Elk and Montgomery; Region II consists of the counties of Cherokee, Labette, and Neosho; Region III consists of the counties Miami, Linn, Bourbon, and Crawford; Region IV consists of the counties of Anderson, Allen, Wilson, and Woodson; and Region V consists of the counties of Coffey, Greenwood and Lyon. The CEOB shall be comprised of one (1) representative elected from each of the Regions. The term of CEOB members is two (2) years starting with January 1 of the even years and ending December 31 of odd years for representatives of Region I and Region IV, and from January 1 of off years and ending December 31 of even years for members from Region II, III and V. The above-listed Local Governments have together been approved by the State of Kansas as a local workforce development area ("Local Area"), for purposes of receiving WIOA funds from the State, establishing local service delivery systems and overseeing customer services authorized under WIOA. Should any other unit of general local government in a Local Area (defined as a political subdivision of the State that has the power to levy taxes and spend funds and has general corporate and police powers) petition for inclusion in this Local Area and receive approval therefor from the State of Kansas, this Agreement shall be amended. Such unit of general local government shall be identified a Local Government and the Local Area shall be adjusted accordingly. Should any Local Government petition for exclusion from this Local Area and receive approval therefor from the State of Kansas, this Agreement shall be amended and the Local Area adjusted accordingly.

II. Establishment of CEO Board

There is hereby established a Board of Directors of the Local Governments ("CEO Board"), which shall be and perform the duties of the "chief elected officials" described in WIOA, as further described herein. Records of CEO Board notices, actions, meetings or committee meetings or related documentation shall be retained at the administrative office of the fiscal agent for the Local Area.

III. CEO Board Members and Alternates

The CEO Board shall be comprised of no more than one (1) elected official representative of each Local Government, which persons ("Board Members") shall be the Local Government's Board of County Commissioners' Chair or Mayor (or spokesperson representing a city government if the City Government does not have a Mayor) as may be appointed by the respective Board of County Commissioners or City Government. It is expressly acknowledged that a Local Government may or may not be represented by a Board Member, at the discretion of the Board of County Commissioners or City Government. Each Local Government also may select as an alternate Board Member another elected official from the Local Government, which Alternate shall be permitted to attend any CEO Board meeting and act on behalf of the Board Member in the Board Member's absence. Upon selection of its Board Member and Alternate, if any, the Local Government shall give written notice thereof to the CEO Board, as a condition to such Board Members or Alternates ability to exercise voting and other Board Member rights. Any Local Government which is not represented by either a Board Member or Alternate at three (3) successive meetings of the CEO Board shall thereafter be considered not to be represented on the CEO Board for purposes of establishing a quorum, until such time as either person attends another CEO Board meeting.

IV. Quorum; Voting

A quorum of the CEO Board shall be a majority of its then-current membership. Each Board Member, including the Chair, shall have one (1) vote to cast on each matter coming before the CEO Board for action. Votes may be cast in person or via teleconference equipment. A quorum shall be required to approve any action, as further provided in the CEO Board's Bylaws.

V. Election of Chair and Vice Chair

The Officers of the CEO Board shall be a Chairperson and a Vice Chairperson, who shall be elected by the CEO Board from among Board Members (not Alternates) for a term of three (3) years. Any Officer may serve successive terms upon election thereto, without limitation.

VI. Vacancies

Each vacancy on the CEO Board, shall be filled by the Local Government in the same manner as the original Board Member was appointed. Each Local Government shall make every reasonable attempt to fill a vacancy before the next CEO Board meeting. A vacancy shall be considered filled upon written notice from the Local Government to the CEO Board identifying the name and elective office of the appointed Board Member.

VII. Appointment of LWDB Members

The CEO Board shall appoint members to the Local Workforce Development Board (LWDB) as provided by WIOA and the LWDB shall consist of the following Members:

A. Representatives of business, who shall constitute a majority of the LWDB's membership. These LWDB Members shall be selected from among individuals with optimum policymaking or hiring authority representing businesses who provide employment opportunities which include high-quality, work-related training and development in in-demand industry sectors or occupations in the local area; nominated by local business organizations and business trade associations; and shall reasonably represent the industrial and demographic composition of the business community, including small business and minority business.

B. Not less than 20% of the members of each local board shall be representatives of the workforce within the local area who represent labor organizations, who have been nominated by labor federations; and representatives who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program if such a program exists in the area. Workforce representatives may also include community-based organization, which have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities nominated by interested organizations. Workforce representative may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

C. Representatives of entities administering education and training activities in the local area who are representative of eligible providers administering adult education and literacy activities under title II; shall include a representative of institutions of higher education providing workforce investment activities (including community colleges); and may include representatives of local educational agencies, and of community based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment. Each of these shall be selected from individuals nominated by interested organizations.

D. Governmental and economic and community development entity representatives serving the local area who represent economic and community development entities; and appropriate representative from the State employment service office under the Wagner-Peyser Act serving the local area selected from individuals nominated by the Secretary of the Kansas Department of Commerce; and an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973; may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and philanthropic organization serving the local area. The LWDB may include such other individuals or representatives of entities as the chief elected officials in the local area may determine to be appropriate. Except the Wagner-Peyser representative, these representatives may be nominated by interested organizations.

The CEO Board shall receive nominations from businesses and organizations as stated in items A through D above and appoint LWDB members from nominations received during a regular or Annual Meeting of the CEO Board.

LWDB member terms of office shall be appointed for fixed and staggered terms for three years and shall serve until their successors are duly appointed and commence their terms of office. Members may seek reappointment at the expiration of their term, which will requires re-nomination. LWDB membership may be terminated by resignation received from the member or for cause or convenience as recommended by the CEO Board for reasons such as unexcused absences from meetings or required restructuring of LWDB representations.

The LWDB shall perform the duties of a "Local Workforce Development Board" as described in WIOA (Section 107(d)), including without limitation overseeing preparation of the Local Workforce Development Plan; workforce research and regional labor market analysis; engaging employers; development and

implementation of career pathways; identify proven and promising practices for meeting the needs of employers and workers and jobseekers in the local workforce development system; utilize technology to maximize workforce development; selection of the Local One-Stop Operator and providers for youth, training and career services; negotiate local performance accountability measures; coordinate with education providers; develop a budget for activities of the local area; and ensure accessibility of all local area one-stop centers for individuals with disabilities.

VIII. CEO Board Responsibilities

In addition to appointing the LWDB's Members, the CEO Board shall be responsible to fulfill the other duties of the "chief elected official" described in WIOA which include the following:

A. Serve as grant recipient/fiscal agent and assume fiscal liability for grant funds for WIOA Title I adult, dislocated worker and youth activities; as well as other such federal or state workforce funds as may be awarded.

B. Approve budgets for carrying out the responsibilities of the Local Board.

C. Provide comprehensive oversight of the activities of the Local Board.

D. Ensure the Local Area partnerships are functioning effectively.

E. Conduct program oversight and evaluation.

F. In partnership with the LWDB:

1. Participate in the development of the Local Area Plan.
2. Conduct oversight of One-Stop delivery system, youth activities, and employment and training activities.
3. Select One-Stop operator(s) and eligible service providers and oversee compliance and continued improvement (may subsequently terminate these for cause).
4. Agree on Memorandums of Understanding between the Local Board and the One-Stop operators.
5. Negotiate and reach agreement on performance standards and any additional local performance measures.

G. In partnership with the Governor of Kansas:

1. Agree on whether the LWDB may serve as a One-Stop operator.
2. Negotiate waiver requests as needed.

The CEO Board's oversight processes to be performed include reviewing reports and audits against established goals and plans for reasonableness which reports will include an annual audit in compliance with generally accepted audit standards in the United States and OMB Circular A-133 performed by a procured CPA firm to assess financial and internal controls of the fiscal agent. The One-Stop Operator for the CEO Board and LWDB will be required to provide performance measure compliance reports quarterly or as requested by the Board(s). The CEO Board will have access to legal counsel procured by the Executive Director as well as the Local Government's legal consultant as permissible through Local Government policies. The CEO Board will utilize the Kansas Dept. of Commerce for technical assistance related to the

WIOA law. Local Governments in the Local Area shall be contacted as needed to afford each the opportunity to be involved in the local workforce development system and notify the CEOs regarding their WIOA responsibilities and new workforce development initiatives.

IX. Responsibility for WIOA Funds

The Local Governments shall be liable to repay to the State or Federal governments from non-WIOA funds any amounts determined to have been a misappropriation of funds as provided in WIOA Section 184(d), upon a determination by the Secretary, United States Department of Labor, that the misappropriation was due to willful disregard of WIOA requirements, gross negligence, failure to observe accepted standards of administration or a pattern of misappropriation which determination is required by WIOA to be preceded by notice and opportunity for a hearing.

To manage any such required repayment of misappropriation(s), all of the counties represented hereby assume responsibility to make the required payment(s) required under WIOA. Reimbursement from each Local Government in proportion to the total population of each such Local Government in comparison to the total population of the Local Area at the time the misappropriation(s) occurred; provided that the population of a smaller Local Government (i.e., a city) which is contained within the jurisdiction of another larger Local Government (i.e., a county) shall be deducted from the larger Local Government's population for purposes of determining proportionate payments.

The Executive Director for Southeast KANSASWORKS, Inc. is employed by the LWDB with CEO Board approval.

X. Term of Agreement

This Agreement shall be effective for the period ("Term") which commences on March 19, 2020, and shall continue in effect for five years ending June 30, 2025, so long as two or more Local Governments continue to participate in CEO Board activities; provided that it shall automatically terminate upon proper State action removing designation of the Local Area under WIOA.

XI. Amendments.

This Agreement may be amended only upon compliance with the following procedure:

A. The text of the proposed amendment shall be presented to the CEO Board for review at a properly noticed meeting thereof, and shall thereafter be provided to each Local Government, at least thirty (30) days before the meeting of the CEO Board at which the amendment is to be acted upon;

B. The amendment shall be discussed and acted upon at a properly-noticed meeting of the CEO Board, with approval requiring the vote in person or by written ballot of no fewer than two-thirds (2/3) of the then-current CEO Board membership; provided that no such amendment shall be approved if, before the CEO Board meeting at which action is to be taken, any Local Government submits to the CEO Board a written objection to the proposed amendment.

XII. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the following Local Governments have executed this Agreement effective upon the first day of the Term.

Signature of Local Government

Signature (LA V LWDB CEOB Chair)

Title

Miami
County

Date

Attest