

Attachment B

**Memoranda of Understanding, Chief Elected Officials Agreement and
Resource Sharing Agreements**

DRAFT

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR MIDDLE GEORGIA WORKFORCE INVESTMENT AREA
In The State of Georgia
Including the Counties of Baldwin, Crawford, Houston, Jones,
Monroe, Peach, Pulaski, Putnam, Twiggs and Wilkinson
Pursuant to the
WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

In accordance with Section 121 (c) of the WIA and Federal regulations at 20 CFR 662.300 and 662.310 this MOU is made by and between the Middle Georgia Workforce Investment Board (WIB), the Middle Georgia Executive Committee of the Local Elected Officials and each of the Middle Georgia One-Stop Partners. The general purpose of the MOU is to describe and delineate the features and operation of the WIA one-stop system in Middle Georgia.

I. Parties to the MOU:

This MOU, consisting of Parts I. through XIV, Attachments A through B, and such other provisions as may be referenced herein, contains the entire understanding between the signatories, and supersedes all previous MOU's, whether oral or written. The parties to this MOU are as provided below; a signature page for each of the parties indicating agreement with the terms of the MOU is located at Attachment A as referenced below:

<u>Party</u>	<u>Attachment</u>
The Middle Georgia Workforce Investment Board	A-1
The Middle Georgia Executive Committee	A-2
The Middle Georgia Required One-Stop Partners	A-3
The Middle Georgia Additional One-Stop Partners	A-4

Each party to the MOU may independently update the information contained in its respective attachments as needed to keep the information current, by submitting an updated signature page to the Middle Georgia Consortium, Inc., the fiscal agent for the Middle Georgia WIA grant and the custodian of this MOU document. The Consortium will then notify all current MOU Signatories of the change by transmitting a copy of the updated signature page to them.

II. Duration:

This MOU shall become effective on December 15, 2000 and shall remain in effect until terminated by the repeal or lapse of the Workforce Investment Act, by other action of law, or as provided in Section V., Termination, provided below.

III. Withdrawal of a Party to the MOU or Failure to Sign:

Any party may withdraw from this MOU by transmitting written notice of intent to withdraw at least 45 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addressees shown at Attachment A of this MOU, and to the contact persons so listed.

Should any One-Stop Partner withdraw from this MOU, this MOU shall remain in effect with respect to the remaining One-Stop Partners. Any One-Stop Partner that withdraws from this MOU, or fails to execute an MOU, will forfeit its seat on the WIB. Further action regarding a Partner's failure to sign this MOU, or withdrawal from it shall be taken in accordance with Section VI., Disputes.

IV. Modification/Amendment:

Any party to this MOU may request in writing an amendment to this MOU by submission to the WIB. If approved by the WIB, a formal modification document will be drafted for execution by each of the parties and will become effective upon the latest execution date of all parties or upon the effective date provided as a part of the modification, whichever is later. Modifications to add or remove parties require only the approval of the Middle Georgia WIB and Executive Committee. Changes to a party's authorized representative or contact person information provided at Attachment A can be made by that party without further action by any other party to the MOU.

V. Termination:

This MOU may be terminated earlier than its duration, as provided in Section II., above, if such action is approved by the Middle Georgia WIA and Executive Committee. The effective date of termination shall be not less than 45 days after transmitting a notice of termination to all parties at the addressees shown at Attachment A of this MOU, and to the contact person so listed.

VI. Disputes:

In the event that a dispute arises between two or more parties to this MOU, the parties shall first attempt to resolve all disputes informally. Any party may call a meeting of the other parties to discuss and resolve disputes. Parties shall continue with their responsibilities under this MOU during any dispute.

If the dispute can not be resolved in the manner described above, a written description of the dispute shall be referred to the Chair of the Middle Georgia WIB who shall appoint a committee of WIB members who are not parties to the dispute and who can serve on the committee in

relatively objective manner as determined by the Chairman. The WIB shall attempt to mediate and resolve the dispute, and shall describe these efforts in writing. If these efforts are unsuccessful at resolving the dispute, the written description of the dispute and efforts at resolution will be submitted to the full WIB and Executive Committee to seek its approval to request assistance from the appropriate state agencies, the Governor, the State Workforce Investment Board, or other appropriate entities.

If the dispute results in a failure to execute an MOU or withdrawal as described in Section III., above, by a required partner identified in Section I. and Attachment A, the failure must be reported by the WIB to the Governor, the State Board and the head of the State agency responsible for administering the partner's program as required by WIA, Section 121(c).

VII. Services to Be Provided Through the One-Stop Delivery System:

- a. **Local Vision/Guiding Principles** - The parties are committed to building a world-class workforce system designed to meet the needs of all customer populations, inclusive of the clients, the employers and other community partners.

The parties also ascribe to the seven key principles of WIA;

- i. Streamlining Services using One-Stops.
- ii. Empowering individuals with Individual Training Accounts.
- iii. Universal access with some services for everyone.
- iv. Increased accountability using consumer reports.
- v. Strong role for local workforce boards and private sector.
- vi. State and local flexibility in shaping the system.
- vii. Improved youth training using a youth development approach.

- b. **Services** - Services, and programs which will provide them, are identified at Attachment B.

- c. **Marketing of Services** - The parties to this MOU agree to participate in a collaborative marketing program to inform customers and the community at large of the services available through the One-Stop service delivery system. As feasible, this marketing program may include:

- i. Web site development.
- ii. Public information and education.
- iii. Brochures and flyers.
- iv. Paid television/radio commercials.
- v. Print media advertising.
- vi. Press releases.
- vii. Use of G1 logo, denoting membership in Georgia's statewide system.
- viii. Utilization of nationally developed "branding" & promotional activities.

VIII. Methods of Referring Individuals for Appropriate Services and Activities:

Parties to this MOU agree to jointly develop and implement a process for common intake and referral. Parties agree to cross-train staff on the services of each participating party and the spectrum of related services available through respective agencies. As appropriate, site visits, field trips, and joint training shall be available to staff who are responsible for making referrals. A mutually acceptable referral process and form(s) shall be adopted by all parties to this MOU with the commitment to evaluate this process and modify it as needed for improvement. Referrals will be facilitated through a variety of other methods including, co-location of staff, services integration at physical sites, itinerant staffing and electronic linkages.

IX. Data Collection and Reporting:

The One-Stop System will utilize automated tools available from the state to ensure that customers' data, for collection and reporting purposes, is available in a compatible data format to ensure sharing among local system partners.

X. Confidentiality:

Parties to this MOU agree to comply with the provisions of WIA and applicable sections of the Rehabilitation Act and/or other appropriate statute or requirement to assure the following:

- a. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purposes not directly connected with the delivery of such services.
- b. No partner will publish, disclose or use, or permit or cause to be published, disclosed or used, any confidential information pertaining to One-Stop applicants, participants, or customers overall.
- c. Additionally, each partner will agree to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of the program. Parties therefore agree to share client information necessary for provision of services under WIA, i.e., assessment, universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.
- d. To facilitate quality service to customers, the parties to this MOU will develop and implement a customer release of information form, which will satisfy each party's requirements for such written consent.

XI. Non-Discrimination:

All parties to this MOU certify that they are equal opportunity employers. All agree that they will not discriminate in their employment practices or in provision of services on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship/status as an individual legally authorized to work in the United States.

All parties to the MOU certify that auxiliary aids and services are available upon request to individuals with disabilities.

XII. Funding of Services and Operating Costs:

- a. **Resource Sharing** - It is expressly understood that this MOU does not constitute a financial commitment, but rather an interest to commit resources to support system level and specific location (One-Stop Center) costs in the future as the parties' allocations and budgets are known and the One-Stop system evolves.
- b. **Funding of Services** - To the extent possible, each partner will provide services called for by its source of funds. No partner will use its funding for activities, or in ways, not permitted by its funding source or authorizing statutes. Services will be provided, to the extent possible, on an in-kind, reciprocal basis.
- c. **Funding of Operating Costs** - The parties to this MOU shall arrive at individual or collective cost allocation plans and/or other financial agreements with specific line items. These plans or agreements may reference this MOU and be incorporated in this MOU by reference. However, cost allocations plans and other financial agreements are expected to have one-year or two-year terms, as appropriate, and may fluctuate as the parties's budgets change. The revision, modifications, and/or expiration of any cost allocation plans or other financial agreements which reference this MOU shall not affect the validity of this MOU.

XIII. Severability

If any party of this MOU is found to be null and void, or is otherwise stricken, the remainder of this MOU shall remain in force. If any attachments or appendices to this MOU expire, are cancelled, or are found to be null and void, the remainder of this MOU shall remain in force.

XIV. Governing Law

This MOU is governed by and shall be interpreted in accordance with the laws of the State of Georgia, State WIA enabling legislation, WIA and WIA regulations, WIA and WIA regulations. Changes to these laws and regulations related to the provisions of this MOU will apply to the MOU upon enactment without further action by the parties.

SIGNATURE PAGE
MIDDLE GEORGIA WORKFORCE INVESTMENT AREA
MEMORANDUM OF UNDERSTANDING (MOU)
Pursuant to the WORKFORCE INVESTMENT ACT OF 1998 (WIA)

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For the Middle Georgia Workforce Investment Board (WIB)

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: AL MCGEE	Name: DON MCRAE
Title: SERVICE MANAGER	Title: EXECUTIVE DIRECTOR
Address: PO BOX 2342	Address: PO BOX 8539
City, State: MACON GA	City, State: WARNER ROBINS GA
Telephone: (912) 477-5506	Telephone: (912) 953-4771
Fax: (912) 471-7208	Fax: (912) 953-2509
E-mail:	E-mail: dmcræ@compunet1.net
Signature: <i>Signature on File</i>	
Date of Signature: 12/14/00	

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For the Middle Georgia Executive Committee

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Al Andrews	Name: Don McRae
Title: Chairman	Title: Executive Director
Address: P.O. Box 4205	Address: P.O. Box 8539
City, State: Macon Georgia 31208	City, State: Warner Robins, Georgia 31095
Telephone: (912) 742-8032	Telephone: (912) 953-4771 Ext. 307
Fax: (912) 742-8210	Fax: (912) 953-2509
E-mail: aandrews@ahpengr.com	E-mail: dmcrac@compunet1.net
Signature: <i>Signature on File</i>	
Date of Signature: December 19, 2000	

SIGNATURE PAGE
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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Don McRae	Name: Same
Title: Executive Director	Title:
Address: P.O. Box 8539	Address:
City, State: Warner Robins, Georgia	City, State:
Telephone: (478) 953-4771	Telephone:
Fax: (478) 953-2509	Fax:
E-mail: dmcrac@compunet1.net	E-mail:
Program(s) Represented: Agency: Middle Georgia Consortium, Inc. – WIA Title I, Adult, Youth, Dislocated Workers & Welfare-to-Work	
Signature: <i>Signature on File</i>	
Date of Signature: December 14, 2000	

SIGNATURE PAGE
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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: John W. Williams, Ed. D.	Name: Gloria B. Griffin
Title: Regional Director	Title: Program Associate
Address: POB 7566	Address: POB 7566
City, State: Macon, Georgia 31209-7566	City, State: Macon, Georgia 31209-7566
Telephone: 478-751-6257	Telephone: 478-751-6163
Fax: 478-751-6446	Fax: 478-751-6446
E-mail: jwwilliams@dhr.state.ga.us	E-mail: gbgriffin@dhr.state.ga.us
Program(s) Represented: Division of Rehabilitation Services	
Signature: <i>Signature on File</i>	
Date of Signature: 12/6/00	

DRAFT

SIGNATURE PAGE
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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Dan Brandon	Name: Jackie Back
Title: Career Counselor	Title: President
Address: 1546 Rocky Creek Road	Address: 1401 Peachtree Street #503
City, State: Macon, Georgia 31206	City, State: Atlanta, Georgia 30309
Telephone: 912-785-5999	Telephone: 404-873-6191
Fax: 912-785-5725	Fax: 404-873-3656
E-mail: FDB5@hotmail.com	E-mail: jsback@bellsouth.net
Program(s) Represented: Agency: Advantage Resource Group – Job Corps	
Signature: <i>Signature on File</i>	
Date of Signature: 12-13-00	

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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Sherrie Moody	Name: Same
Title: Deputy State Director	Title:
Address: 2720 Sheraton Dr., Bldg. D, Ste. 140	Address:
City, State: Macon, Georgia 31204	City, State:
Telephone: 478-750-7134	Telephone:
Fax: 478-750-7375	Fax:
E-mail: smoody@telamon.org	E-mail:
Program(s) Represented: Agency: Telamon Corporation – Migrant and Seasonal Farmworker, National Farmworker Jobs Program	

Signature: <i>Signature on File</i>
Date of Signature: December 14, 2000

ATTACHMENT A-3

**SIGNATURE PAGE
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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: David V. Clinard	Name: Same
Title: Field Service Manger III	Title:
Address: 3090 Mercer University Drive	Address:
City, State: Macon, Georgia	City, State:
Telephone: 478-751-6164	Telephone:
Fax: 478-751-6639	Fax:
E-mail: david.clinard@dol.state.ga.us	E-mail:
Program(s) Represented/Agency: Georgia Department of Labor – Macon – Wagner Peyser,	

TAA, Veterans and Unemployment Insurance for Jones, Crawford and Monroe Counties
Signature: <i>Signature on File</i>
Date of Signature: 12/14/00

DRAFT

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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Carolyn B. Peeler	Name: Same
Title: Manager	Title:
Address: PO Box 730	Address:
City, State: Milledgeville, Ga	City, State:
Telephone: 912-445-5465	Telephone:
Fax: 912-445-5040	Fax:
E-mail: carolyn.peeler@dol.state.ga.us	E-mail:
Program(s) Represented/Agency: Wagner Peyser, TAA, Veterans and Unemployment Insurance for Baldwin County/Georgia Department of Labor – Milledgeville	
Signature: <i>Signature on File</i>	

Date of Signature: 12-14-00

ATTACHMENT A-3

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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Pat Newman	Name: Same
Title: Manager	Title:
Address: 96 Cohen Walker Drive	Address:
City, State: Warner Robins, Georgia 31093	City, State:
Telephone: 478-988-7130	Telephone:
Fax: 478-988-7140	Fax:
E-mail: pat.newman@dol.state.ga.us	E-mail:
Program(s) Represented/Agency: Wagner Peyser, TAA, Veterans and Unemployment Insurance/Georgia Department of Labor – Houston County	

Signature: *Signature on File*

Date of Signature: 12-14-00

ATTACHMENT A-3

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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Linda Hampton	Name: Jovanna Latimore
Title: Executive Director	Title: Title V Director
Address: P.O. Box 6766	Address: same
City, State: Macon, Georgia	City, State:
Telephone: 912-751-2760	Telephone:
Fax: 912-751-2765	Fax:
E-mail: oacouncil@prodigy.net	E-mail:

Program(s) Represented/Agency: Older Worker Program/Older Americans Council of Middle Georgia
Signature: <i>Signature on File</i>
Date of Signature: 12/14/00

ATTACHMENT A-3

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MEMORANDUM OF UNDERSTANDING (MOU)
Pursuant to the WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

In accordance with Section 121 (c) of the WIA and Federal regulations at 20 CFR 662.300 and 662.310 this MOU is made by and between the Middle Georgia Workforce Investment Board (WIB), the Middle Georgia Executive Committee of the Local Elected Officials and each of the Middle Georgia One-Stop Partners. The general purpose of the MOU is to describe and delineate the features and operation of the WIA one-stop system in Middle Georgia.

This MOU, consisting of Parts I through IV, Attachments A through B, and such other provisions as may be referenced herein, contains the entire understanding between the signatories, and supersedes all previous MOU's, whether oral or written. As the signatory authority for the party identified below, the undersigned agrees to the terms of the MOU and certifies that he or she is the party's duly authorized representative and has the authority to commit the party to this MOU.

The information provided below may be independently updated by the party's authorized representative as needed to keep the information current, by submitting an updated signature page to the Middle Georgia Consortium, Inc., the fiscal agent for the Middle Georgia WIA grant and the custodian of this MOU document. The Consortium will then notify all current MOU Signatories of the change by transmitting a copy of the updated signature page to them.

For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Billy G. Edenfield	Name: Tina K. Anderson
Title: President	Title: V.P. Student Services
Address: 80 Cohen Walker Drive	Address: 80 Cohen Walker Drive
City, State: Warner Robins, Georgia	City, State: Warner Robins, Georgia
Telephone: 478-988-6833	Telephone: 478-988-6858
Fax: 478-988-6835	Fax: 478-988-6813

E-mail: bedenf@mgct.org	E-mail: tanderson@mgtc.org
Program(s) Represented/Agency: Technical Education/Middle Georgia Technical College	
Signature: <i>Signature on File</i>	
Date of Signature: 12/21/00	

ATTACHMENT A-3

**SIGNATURE PAGE
MIDDLE GEORGIA WORKFORCE INVESTMENT AREA
MEMORANDUM OF UNDERSTANDING (MOU)
Pursuant to the WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: James R. Brophy	Name: Nancy Smith
Title: Executive Director	Title: Deputy Director
Address: P O Box 2286	Address: Same
City, State: Warner Robins, Georgia	City, State:
Telephone: (912) 922-4464	Telephone:

Fax: (912) 922-7320	Fax:
E-mail: mgcaa@aol.com	E-mail:
Program(s) Represented/Agency: Community Service Block Grant Programs/Middle Georgia Community Action Agency (CAA)	
Signature: <i>Signature on File</i>	
Date of Signature: 1/3/01	

ATTACHMENT A-3

**SIGNATURE PAGE
MIDDLE GEORGIA WORKFORCE INVESTMENT AREA
MEMORANDUM OF UNDERSTANDING (MOU)
Pursuant to the WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Charles Alexander	Name: Clara Braswell
Title: Executive Director	Title: Director of Management
Address: P O Box 2048	Address: Same
City, State: Warner Robins, Georgia 31099	City, State:

Telephone: 912-929-0229 Ext. 11	Telephone: ext. 14
Fax: 912-329-9347	Fax:
E-mail: wrha1@bellsouth.net	E-mail:
Program(s) Represented/Agency: HUD Employment Training/Warner Robins Housing Authority	
Signature: <i>Signature on File</i>	
Date of Signature: 01/03/01	

ATTACHMENT A-3

**SIGNATURE PAGE
MIDDLE GEORGIA WORKFORCE INVESTMENT AREA
MEMORANDUM OF UNDERSTANDING (MOU)
Pursuant to the WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

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For Middle Georgia Required One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Melton Palmer, Jr.	Name: Joe Jenkins
Title: President	Title: WIA Coordinator
Address: 3300 Macon Tech Drive	Address: same

City, State: Macon, Georgia	City, State:
Telephone: 478-757-3501	Telephone:
Fax: 478-757-3513	Fax:
E-mail: mpalmer@cgtcollege.org	E-mail: jjenkins@cgtcollege.org
Program(s) Represented/Agency: Perkins Act & Adult Education/Central Georgia Technical College	
Signature: <i>Signature on File</i>	
Date of Signature:	

ATTACHMENT A-4

**SIGNATURE PAGE
MIDDLE GEORGIA WORKFORCE INVESTMENT AREA
MEMORANDUM OF UNDERSTANDING (MOU)
Pursuant to the WORKFORCE INVESTMENT ACT OF 1998 (WIA)**

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For Middle Georgia Additional One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Robert C. Pollock	Name: Betsy Lerner
Title: DFCS Area VI Field Director	Title: CRDC, DFCS Area VI

Address: PO Box 603	Address: PO Box 7225
City, State: Albany, Georgia 31702-0603	City, State: Macon, Georgia 31209-7225
Telephone: 229-430-6685	Telephone: 478-752-1179
Fax: 229-430-6687	Fax: 478-751-4069
E-mail: bobpollock@mindspring.com	E-mail: betzlerner@hotmail.com
Program(s) Represented/Agency: TANF, Food Stamps/DFCS Field Coordination Office, Area VI	
Signature: <i>Signature on File</i>	
Date of Signature: December 20, 2000	

ATTACHMENT A-4

SIGNATURE PAGE
MIDDLE GEORGIA WORKFORCE INVESTMENT AREA
MEMORANDUM OF UNDERSTANDING (MOU)
Pursuant to the WORKFORCE INVESTMENT ACT OF 1998 (WIA)

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For Middle Georgia Additional One-Stop Partners

<u>Authorized Representative</u>	<u>Contact Person</u>
Name: Frank Fields	Name: Emory E. Pitts

Title: Executive Director	Title: Consumer Relations Manager
Address: 174 Emery Highway	Address: Same
City, State: Macon, Georgia 31217	City, State:
Telephone: 478-751-4515	Telephone: 478-751-3590
Fax: 478-752-1040	Fax: 478-751-4444
E-mail: frankf@mindspring.com	E-mail: emoryp@mindspring.com
Program(s) Represented/Agency: Mental Health, Mental Retardation and Substance Abuse/River Edge Behavioral Health Center	
Signature: <i>Signature on File</i>	
Date of Signature: December 14, 2000	

DRAFT

FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

This Agreement is made and entered into by and among the Chief Elected Executive Officials of the following units of general local government: the counties of Baldwin, Crawford, Houston, Jones, Monroe, Peach, Pulaski, Putnam, Twiggs, and Wilkinson containing the cities of Allentown, Byron, Centerville, Culloden, Danville, Eatonton, Forsyth, Ft. Valley, Gordon, Gray, Hawkinsville, Irwinton, Ivey, Jeffersonville, McIntyre, Milledgeville, Perry, Roberta, Toombsboro, and Warner Robins, in support and implementation of their request for designated by the Governor of the State of Georgia as a local workforce investment area for implementation of the Workforce Investment Act of 1998 (hereinafter WIA) in Middle Georgia:

WITNESSETH THAT:

Whereas the above named are all the cities and counties which requested designation and were designated and constituted by the Governor of the State of Georgia as a Workforce Investment Area under the provisions of the WIA; and,

Whereas the Chief Elected Executive Official of each of the identified units of local government have requested that they be designated a Workforce Investment area for implementation of the WIA; and,

Whereas, under the provisions of the WIA, in particular Section 117(c)(1)(B)(i), in a case in which a local area includes more than one unit of general local government, the chief elected executive officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials; and,

Whereas, within the body of such agreement, it is the desire of the signatory chief elected executive officials to provide for the manner by which appointments shall be made to the local workforce investment board, in order to assure representation on the board from all geographic areas encompassed by the units of general local government which are parties hereto, subject only to the requirements of the law, the regulations, and the requirements of the State of Georgia as established and amended from time to time; and,

Whereas, within the body of such agreement, it is the desire of the signatory chief elected executive officials to provide for the designation of an entity to serve as the local grant recipient or, if the Governor of the State of Georgia serves as the local grant recipient, then as the local grant sub-recipient, under the provisions of the WIA, in particular Section 117(d)(3)(B)(i)(II).

NOW THEREFORE, the parties hereto agree as follows;

1. The term of this Agreement shall be indefinite, for the duration of the WIA, unless the Middle Georgia Workforce Investment Area, as presently designated as set out above, is ended

and a reasonable time thereafter for closedown of all activities undertaken under the Workforce Investment Act of 1998.

2. There shall be an Executive Committee, representing the units of general local governments and the Chief Elected Executive Officials of such governments, which shall constitute the Chief Elected Officials for the purpose of the WIA in the designation of the local workforce area, and act on behalf of such governments, in partnership under the WIA, with the Workforce Investment Board (hereinafter referred to as "Local Board") to be created under the WIA, to provide planning, policy guidance for, and oversight of, all the activities under the WIA, under the requirements of law, regulation, and the administration of WIA by the State of Georgia. In that capacity, the Executive Committee shall, in partnership with the Local Board, develop the local workforce plan and perform the functions required by the Act, regulations, and requirements of the State of Georgia.

3. The Executive Committee shall consist of ten persons. Each member county shall appoint one member of the Executive Committee, who shall be either an elected official or an employee of the government of that county, and shall serve at the pleasure of its Chief Elected Executive Officials, the County Board of Commissioners. Each member county shall also name two alternates, who shall also be elected officials or employees of the respective government, who, in the absence of the primary representative, shall be authorized to vote on behalf of the respective government. Each represented county shall be entitled to one vote; there shall be no proxies other than the named alternates as set out above. The Board of Commissioners for each county shall advise the administrative entity under WIA in writing of the name, title, address, and telephone number of the primary and alternate designees to the Executive Committee, which shall be effective immediately, and remain effective until modified by notification in writing, or unless they are otherwise unable to serve or continue to serve.

4. A quorum shall consist of six jurisdictions represented by either a primary or an alternate representative; a motion shall be passed by a majority vote of the jurisdictions actually represented at the meeting. The current members of the Executive Committee of the current service delivery area under the Job Training Partnership Act who represent the Counties which are parties to this Agreement shall serve as the Executive Committee for the Middle Georgia Workforce Investment Area until replacements, both primary and alternate representatives, are named by the appointing authority and notification of any such change is given in writing to the Middle Georgia Consortium, Inc.

5. The Executive Committee shall adopt such bylaws as may be necessary or appropriate for the successful functioning of such body as the Chief Elected Executive Official under the WIA, regulations, and requirements of the State of Georgia.

6. As soon as practicable after provision of information by the Governor or State Workforce Investment Board and such state agencies as shall be responsible for implementation of the WIA, and in conformity with the WIA, regulations, and requirements of the State of Georgia, the Executive Committee shall establish a Local Board, formulated in accordance with

the WIA as administered by the State of Georgia, which shall consist of at least the number of persons required to assure both that its composition meets all provisions of the WIA and regulations, and the requirements of the State of Georgia's implementation thereof, and that permits a reasonable allocation of such membership among the represented counties based on their relative populations, provided however that every county shall have at least one representative on the Local Board, regardless of its relative population. Subject to the WIA, regulations, and requirements of the State of Georgia, the Executive Committee shall establish staggered terms of membership on the Local Board to assure continuity.

7. The composition of the Local Board shall be changed by the Executive Committee as necessary to comply with the requirements of the WIA and its administration by the State of Georgia, and may be changed by the Executive Committee from time to time in accordance with such law, without amendment to this Agreement. The Local Board size may be increased or decreased, when required by federal or state mandate or if and as approved by the Executive Committee.

8. Unless otherwise required by law, regulations, or the State of Georgia, compiled lists of nominations for membership on the Local Board will be submitted to the Executive Committee, and, upon nomination for appointment by the representative on the Executive Committee of the governmental jurisdiction represented by the appointee, shall be appointed by the Executive Committee.

9. As soon as practicable after provision of information by the Governor or State Workforce Investment Board and such state agencies as shall be responsible for implementation of the WIA, and in conformity with the WIA, regulations, and requirements of the State of Georgia, the Executive Committee, shall cooperate with the Local Board to establish a Youth Council, formulated in accordance with the WIA as administered by the State of Georgia, which shall consist of at least the number of persons required to assure both that its composition meets all provisions of the WIA and regulations, and the requirements of the State of Georgia's implementation thereof, without allocation based on relative populations of included units of general governments. To the extent possible, the Youth Council will be named from voting members of the Local Board; members of the Youth Council who are not members of the Local Board shall be non-voting members of the Local Board.

10. The Executive Committee shall take such actions as are necessary and appropriate to modify the articles and bylaws of the Middle Georgia Consortium, Inc. to reflect membership in such non-profit quasi governmental corporation chartered under the laws of the State of Georgia of the counties, as listed above, that have asked for designation as the Middle Georgia Workforce Investment Area and are parties to this agreement. To the extent permissible under law, regulations, and the requirements of the State of Georgia, the Executive Committee, acting as the Chief Elected Executive Official of the local workforce area, shall designate the Middle Georgia Consortium, Inc., being so modified, to serve as the local grant recipient or, if the Governor of the State of Georgia serves as the local grant recipient, then as the local grant sub-recipient, under the provisions of the WIA, in particular Section 117(d)(3)(B)(i)(II). Such designation shall

not preclude the designation and use of such entity, in partnership with the Local Board, in and for any other permissible purpose under the WIA, such as acting as a One-Stop Operator, providing core, intensive or training services, or providing technical or administrative assistance, as permitted by the WIA. Because of the successful experience and use of the Middle Georgia Consortium, Inc. in implementing and administering federal job training programs, to the extent permissible under the WIA, regulations, and requirements of the State of Georgia, the Executive Committee will recommend and support the use of this entity for all purposes permitted by law.

11. The Executive Committee, acting as the Chief Elected Executive Official of the local workforce area, shall perform such oversight of the fiscal activities of all entities, including the Local Board, the Local Youth Council, the Grant Recipient, the One-Stop operators, partners, and providers, and any others, as it deems necessary and essential to assure the fiscal integrity of the implementation of the WIA in the local workforce investment area. To that end, any plan agreement entered into by the Executive Committee, including the local workforce investment plan and any Memorandum of Understanding, shall include specific provisions for audit, insurance or bond, and, if appropriate, required re-payment of grant funds.

12. The Executive Committee, acting as the Chief Elected Executive Official of the local workforce area, in partnership with the Local Board, shall cooperate to establish a Youth Council, actively participate and cooperate with the Local Board to develop local plans, conduct oversight of the One-Stop system, youth activities, and employment and training activities, select One-Stop operators, partners, and providers, develop appropriate Memoranda of Understanding, negotiating and reviewing performance, determining whether to seek waivers, and all other aspects of implementation of the WIA for the local workforce investment area.

13. The Executive Committee, acting as the Chief Elected Executive Official of the local workforce area, in partnership with the Local Board, shall be empowered to enter agreements, including but not limited to Memoranda of Understanding (hereinafter "MOUs") under the WIA, and to participate in the execution of other grants obtained by the Middle Georgia Consortium, Inc., in harmony with the purposes and administration of WIA, but no agreement or MOU will be entered into by the Executive Committee which involves the expenditure of any funds of any local unit of general government unless, in addition to the concurrence of the representative of such local unit of general government on the Executive Committee, the governing authority of such local unit of general government has agreed, by adoption of appropriate resolution, to those provisions of such agreement or MOUs.

14. The Executive Committee, acting as the Chief Elected Executive Official of the Middle Georgia Workforce Investment Area, in partnership with the Local Board, shall be empowered to continue activities, including close out activities, necessary or appropriate under the Job Training Partnership Act.

15. No member of the Executive Committee will participate in the discussion or vote concerning any service provider where such Executive Committee member, or any member of

the member's immediate family shall have any interest, whether employment, ownership, or otherwise, in the service provider being considered.

16. This Agreement will be effective, superseding any prior agreement and amendments, and may be amended at any time by the endorsement by signature of a majority of the Chief Elected Executive Officials within the geographic boundaries of the local workforce area.

17. If any term, provision, covenant or condition of this Agreement is declared invalid, illegal, unenforceable, ineffective or inoperative for any reason, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement, and the parties hereto agree that the part or parts of this Agreement so held to be invalid, illegal, unenforceable, ineffective or inoperative will be deemed to have been stricken here from and the remainder hereof will have the same force and effectiveness as if such part or parts had never been included herein; furthermore, in lieu of each such part or parts, there shall be added automatically as a part of this Agreement a term, provision, covenant or condition as similar in terms to such as may be possible and yet be valid, legal, enforceable, effective and operative.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

6-6-00
Date

Title

Baldwin County Board of Commissioners
Unit of General Local Government

Attest

DRAFT

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

6-6-06
Date

Title

Crawford County Board of Commissioners
Unit of General Local Government

Attest

DRAFT

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

June 20, 2000
Date

Title

Houston County Board of Commissioners
Unit of General Local Government

Attest

DRAFT

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

6-6-00
Date

Title

Jones County Board of Commissioners
Unit of General Local Government

Attest

DRAFT

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

9-19-00
Date

Title

Monroe County Board of Commissioners
Unit of General Local Government

Attest

DRAFT

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

June 13, 2000
Date

Title

Peach County Board of Commissioners
Unit of General Local Government

Attest

DRAFT

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

5/17/05
Date

Title

Pulaski County Board of Commissioners
Unit of General Local Government

Attest

DRAFT

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

June 20, 2000
Date

Title

Putnam County Board of Commissioners
Unit of General Local Government

Attest

DRAFT

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

June 20, 2000
Date

Title

Twiggs County Board of Commissioners
Unit of General Local Government

Attest

DRAFT

CONCURRENCE BY CHIEF ELECTED EXECUTIVE OFFICIALS
OF THE IDENTIFIED JURISDICTION TO THE FORMAL AGREEMENT
AMONG CHIEF ELECTED EXECUTIVE OFFICIALS

Signed, sealed and delivered by the below identified Chief Elected Executive Official the date set out.

Original Signature on File
Signature

7-25-00
Date

Title

Wilkinson County Board of Commissioners
Unit of General Local Government

Attest

DRAFT