

**Northwest Georgia Comprehensive One-Stops  
Resource Sharing Agreement  
West Georgia One-Stop Center**

**I. OVERVIEW**

The Resource Sharing Agreement provides the framework for key local partner commitment regarding the allocation and sharing of operational costs and resources for the Northwest Georgia Comprehensive One-Stop(s).

The Region One Northwest Workforce Consortium has been designated by the Northwest Georgia Workforce Investment Board (WIB) and Coosa Valley/North Georgia Council of Chief Elected Officials (CCEO) as the operator for the region's one-stop system and one-stop centers and will be the entity responsible for ensuring that the duties specified in this agreement are carried out.

The hosting entity manager is designated to perform the duties of the one-stop center manager as specified in this agreement.

**II. DURATION**

This agreement becomes effective April 1, 2007 irrespective of signature dates, and remains in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA) or in accordance with this section.

Reference to funds identified in support of this Resource Sharing Agreement is contingent upon receipt of those funds by the partners. Any partner may withdraw from this agreement in the event that funding is either eliminated or reduced such that the partner can no longer continue its participation in this agreement. Such withdrawal shall be effective upon written notification to the local center manager of the lack of funding, or upon the vacating of the premises by the partner, whichever is later.

Any partner may withdraw from this agreement at any time by giving written notice of their withdrawal to the local center manager at least 30 calendar days prior to the effective date of withdrawal. Upon the withdrawal of any partner, any continuing costs associated with this agreement shall be reallocated by the center manager among the remaining partners, and Attachment B of this agreement shall be modified in writing accordingly.

Should any party to the agreement withdraw, the agreement remains in effect with respect to the remaining parties.

**III. AGREEMENT MODIFICATION**

The partners recognize that modifications will be necessary during the life of the agreement. Any modifications to this agreement must be in writing and approved by the Consortium.

Quarterly modifications to Attachment B (Shared System Services and Benefit to Partners Worksheet) need be approved by the Consortium only if they are material. However, a copy of all modifications to Attachment B will be provided to the Consortium for their information or approval, as appropriate. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

#### **IV. RESOURCE SHARING AGREEMENT MANAGEMENT**

All local core partners, and other partners approved by the Consortium, will participate in the integrated management of the comprehensive one-stop center(s). This management team will be led by the designated one-stop center manager.

The one-stop center manager(s) will be responsible for informing the Consortium, or its designee, of changes in partners, services, hours of operation, resource sharing modifications, etc.

#### **V. PERFORMANCE / ACCOUNTABILITY**

Each partner agency is responsible for ensuring that its legislated programs, services, and activities are provided in accordance with its goals, objectives, and performance measures. Each partner agrees to work to support the achievement of the one-stop center and system's performance measures, goals, and objectives which includes applicable Workforce Investment Act (WIA) measures and those additional measures established by the Consortium and/or the local one-stop center's management team.

#### **VI. MONITORING**

The Consortium, the WIB/CCEO and/or their designated staff, and officials from the State/Federal entities have the right to monitor one-stop system and one-stop center activities to ensure that performance goals are being met; that appropriate procedures, controls, and records are maintained; and that any Memorandum(s) of Understanding (MOU) and Agreement(s) terms and conditions are being fulfilled.

The local center's performance and operations will be reviewed by the center's management team at least quarterly. The center manager will provide the Consortium with the results of the review. As appropriate, the review should address local performance and operations. The review should also be utilized to identify problems and make suggestions for improving the one-stop center and/or one-stop system. The Consortium will provide a summary of the review to the WIB/CCEO.

#### **VII. REFERRAL/CONFIDENTIALITY ARRANGEMENTS**

Referral arrangements will be in accordance with Attachment B of the MOU developed by and between the Consortium. Client information will be shared with other system partners, subject to the confidentiality references contained in that agreement.

Each party to this agreement shall use any private and confidential information provided or

owned by other agencies and organizations solely for the purpose for which the information was disclosed. No party shall disclose or misuse any private or confidential information under this agreement unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject the party, its employees, or agents to civil penalties and other applicable sanctions under state and federal law.

## **VIII. INDEMNIFICATION**

The parties recognize that the partnership consists of various levels of government, non-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No partner assumes any responsibility for any other party, state or non-state, for the consequences of any act or omission of any third party. The parties acknowledge that the WIB/CCEO and Consortium have no responsibility and/or liability for any actions of the one-stop centers and system employees, agents, and/or assigns. Likewise, the parties have no responsibility and/or liability for any actions of the WIB/CCEO or Consortium.

## **IX. ASSURANCES**

- A. This agreement will be interpreted under Georgia State Law or Federal Law as applicable.
- B. Each partner warrants that it will comply with all Federal, State and/or local laws and regulations that apply to this agreement.
- C. It is understood and agreed by the partners that employees receiving compensation for work performed under this agreement are employees of the partner agency that compensates, supervises, and provides benefits and other support for that employee.
- D. Functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location of center partners.
- E. Areas designated as common areas within the partnership facilities may be used by all partners. These areas will be maintained by the building owner or leaseholder in good condition and in compliance with the applicable provisions of the Americans with Disabilities Act, and the regulations issued thereunder.
- F. Local one-stop center partners will participate in developing a coordinated planning process. This process will assist the partners in identifying the needs of the local workforce and the business community and help set priorities for services based on those needs.
- G. Local one-stop center partners will participate in the development of the center's procedures, policies, business plan and/or operational agreement as applicable.
- H. Local one-stop center partners will participate in establishing processes for

center/system client flow, assessment/case management, job development, referrals, placements, staff capacity building, space requirements, standards of operations, and resolution of disputes with other system partners in accordance with the Consortium MOU.

- I. Local one-stop center partners will participate in a process of center program review and continuous improvement to offer the best possible services and identify opportunities for further integration and coordination of services where appropriate.
- J. Partners will survey system customers to obtain feedback on customer satisfaction in order to assure that services are responsive to the needs of the local community.
- K. Self-service, electronic access, and personal service delivery choices will be part of the available one-stop center services.
- L. All partners agree to the participation of staff in one-stop center and/or system training based on time and staffing requirements.
- M. If applicable, the partners will utilize any common logo/names adopted by the Georgia WIB, the Northwest Georgia WIB/CCEO, and/or Consortium for press releases, brochures, printed material, reports, newsletters, etc. related to services under this agreement.
- N. The Parties agree to the attached by-laws

## **X. ATTACHMENTS**

- A. Participating Partner Signatures
- B. Shared System Services and Benefit to Partners Worksheet
- C. One-Stop by-laws

**Attachment A**

**PARTICIPATING PARTNER SIGNATURES  
West Georgia Comprehensive One-Stop Center**

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**Northwest Georgia Regional Commission**

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**Date**

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**West Georgia Technical College, Murphy  
Campus**

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**Date**

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**Georgia Department of Labor, Career Center**

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**Date**

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**Georgia Department of Labor, Rehabilitation  
Services**

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**Date**

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**County Department of Children and Family  
Services**

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**Date**

**Attachment B**  
**SHARED SYSTEM SERVICES AND BENEFIT TO PARTNERS WORKSHEET**  
**West Georgia Comprehensive One-Stop Center**

**West Georgia TC- Full-Service One-Stop Career Center Program Year 2009 - July 1, 2009 - June 30, 2010**

<i>Number of Customers Receiving Shared Service through the One-Stop System:</i>						
<b>Shared Services</b>	<b>NWGRC</b>	<b>GDOL</b>	<b>West GA TC</b>	<b>DRS</b>	<b>DFCS</b>	<b>Total</b>
1. Total Services (2a + 2b + 2c)	3,170	2,680	1,085	415	0	7,350
2a. Initial Assessment/Intake/Referral	3,170	2,680	1,085	415	0	7,350
2b. Workshops	0	0	0	0	0	0
2c. Orientation/Informational Services (2a+2b)	3,170	2,680	1,085	415	0	7,350
TOTAL Units of Service (Line 1)	3,170	2,680	1,085	415	0	7,350
% Total Units of Service (Total line 1)	43.1%	36.5%	14.8%	5.6%	0.0%	100.0%
Number Served at Career Center (Line 2a)	3,170	2,680	1,085	415	0	7,350
% Number Served (Total Line 2a - duplicated)	43.1%	36.5%	14.8%	5.6%	0.0%	100.0%
Number Served at Career Center (unduplicated GDOL 2a)	3,170	2,680	1,085	415	0	7,350
% Total # Served (unduplicated)	43.1%	36.5%	14.8%	5.6%	0.0%	100.0%
<i>Value of Contributions by Partner Agency to be Committed to Shared System Services:</i>						
<b>Contributed Costs</b>	<b>NWGRC</b>	<b>GDOL</b>	<b>West GA TC</b>	<b>DRS</b>	<b>DFCS</b>	<b>Total</b>
2a. Salary and Benefits	\$44,800	\$16,170	\$122,900	\$20,735	\$0	\$204,605
2c. Other	\$0	\$0	\$0	\$0	\$0	\$0
Total Contributed Value	\$44,800	\$16,170	\$122,900	\$20,735	\$0	\$204,605
% of Total Contributed	21.9%	7.9%	60.1%	10.1%	0.0%	100%

## Attachment C

### BY-LAWS

#### West Georgia Comprehensive One-Stop Center

1. The parties agree the West Georgia Resource Sharing Agreement is comprised of the following agencies:

Georgia Department of Labor, West Georgia Career Center  
Georgia Department of Labor, Division of Rehabilitation Services  
Northwest Georgia Regional Commission, WIA Entity  
Georgia Department of Children and Family Services  
West Georgia Technical College, Murphy Campus

2. Each agency as listed below is entitled to one vote on business related to shared One-Stop resources and services:

Colleges and Technical Colleges	1 Vote
Northwest Georgia Regional Commission	1 Vote
Georgia Department of Labor	1 Vote
Georgia Division of Family and Children Services	1 Vote
Georgia Department of Labor, Division of Rehabilitation Services	1 Vote

The hosting entity manager shall have signatory authority to the extent agreed upon by the partners.

3. A simple majority of three members or their proxies shall constitute a quorum.
4. Additional partners and associates may become part to this Resource Sharing Agreement upon written approval of all current partners and associates; approval by the , Region One Northwest Georgia Consortium, Northwest Georgia Workforce Investment Board and Coosa Valley/North Georgia Council of Chief Elected Officials; and signature to this Resource Sharing Agreement.

Any party to this Resource Sharing Agreement may call a meeting of all parties to discuss removal for cause of a partner or associate. This procedure shall follow as described below:

**DISPUTES:** The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to a full meeting of the Region One Northwest Workforce Consortium/One-Stop System. Should the local Region One Northwest Workforce Consortium/One-Stop System fail to resolve the dispute, it shall be referred to the Chair of the Northwest Georgia Workforce Investment Board who shall place the dispute on the agenda of a regular or special meeting of the WIB or its Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute.