

ECONOMIC GROWTH REGION 6
WIB-LEO PARTNERSHIP AGREEMENT

This Agreement is entered into between the Workforce Investment Board (hereinafter WIB) and the Local Elected Officials (hereinafter LEO) of the Workforce Investment Service Area (hereinafter EGR 6) consisting of the following counties in Indiana: Blackford, Delaware, Fayette, Henry, Jay, Randolph, Rush, Union and Wayne pursuant to the Workforce Investment Act of 1998 (H.R. 1385) signed into law on August 7, 1998 and appropriate state legislation and regulations.

ARTICLE I - PURPOSE OF AGREEMENT

The undersigned hereby establish the WIB-LEO Agreement for the purpose of planning and oversight of a comprehensive Workforce Investment System according to the provisions of the Workforce Investment Act of 1998 (WIA) and the federal regulations promulgated to implement WIA and appropriate state legislation and regulations.

ARTICLE II - LEO MEMBERSHIP

Pursuant to Indiana State DWD Policy 2010-08 dated February 4, 2011, eligible Local Elected Officials are considered to be the chief elected executive officer of a unit of general local government within a local workforce investment service area. These are the county commissioners, mayors and/or town council presidents. This Indiana policy further defines the eligible general purpose political subdivision as one that has the power to levy taxes and spend funds, as well as general corporate and policy powers. In addition State Policy requires that the incorporated cities or town must have a population which exceeds 5,000.

Based upon this policy at the time of execution of this Agreement the eligible LEOs are the following independent political jurisdictions of Indiana: A County Executive of Blackford County, Delaware County, Fayette County, Henry County, Jay County, Randolph County, Rush County, Union County and Wayne County, the Mayors of Hartford City, Muncie, Connersville, New Castle, Portland, Rushville and Richmond and the Town Council President of Yorktown.

Through the agreement and execution of the EGR 6 Local Elected Officials Executive Council Agreement, any city or town which is a county seat of one of the counties in the region that does not meet the minimum population requirement is also allowed all privileges and liabilities of membership with the exception of functioning as an officer of the Local Elected Officials Executive Council. Those additional Local Elected Officials, at the time of execution of this Agreement, are the Mayor of Winchester as the County Seat of Randolph County and the Town Council President of Liberty as the County Seat of Union County.

The vote for each of the aforementioned political jurisdictions shall be exercised as provided for in the EGR 6 Local Elected Officials Executive Council Agreement.

ARTICLE III - CHIEF ELECTED OFFICIAL

For the purpose of fulfilling Workforce Investment Act business for EGR 6, the Local Elected Officials, as defined in Article II, shall elect a Chairperson who shall act as the Chief Elected Official of EGR 6.

ARTICLE IV - CHIEF ELECTED OFFICIAL FUNCTIONS

The Chief Elected Official functions shall include, but not be limited to the following:

- a. Those duties delineated in the EGR 6 Local Elected Officials Executive Council Agreement.
- b. Signatory for EGR 6 documents as delegated by the EGR 6 Local Elected Officials Executive Council Agreement or approved by at least a majority of the LEO.
- c. Signatory for contracts and agreements between the Local Elected Officials and other appropriate organizations, as delegated by the EGR 6 Local Elected Officials Executive Council Agreement as approved by at least a majority of the Executive Council members.
- d. Solicitation of nominations for Workforce Investment Board member vacancies, casting of the ballot for regional WIB member vacancies with approval by at least a majority of the LEOs, formal WIB member appointment and submission of the WIB for certification in conformance with state and federal regulations and review/action as appropriate on requests to remove WIB appointments with approval not unreasonably withheld. WIB initial nomination and appointment criteria as provided for by federal and state directive contained in DWD Policy 2010-09 dated February 4, 2011 which is attached to this Agreement and made a part herein by reference.

ARTICLE V - FISCAL AGENT

The LEO have agreed that the Chief Elected Official will not act as the Grant Recipient and Fiscal Agent for the funds. Furthermore, the LEO agree that the WIB, through a 501(c)(3) tax exempt corporation, will act as the Fiscal Agent and Grant Recipient for the EGR 6 and other funds as designated. The President and Chief Executive Officer of the WIB Corporation will be the individual who will act on behalf of the Fiscal Agent on a day to day basis. The President and Chief Executive Officer is charged to be the liaison between the WIB and the LEO and assure that staff support is provided as necessary. Representing the LEO, the President and Chief Executive Officer may be charged with the responsibility to provide input to the WIB for determinations and policies within the parameters established by the LEO.

ARTICLE VI - ONE STOP OPERATOR

The LEO and the WIB jointly agree that the One Stop (WorkOne) Operator for EGR 6 shall be employed by the WIB Corporation (with Governor's approval) and shall be an employee with demonstrated effectiveness.

ARTICLE VII - ONE STOP PARTNERS

Agreements with the Mandatory One Stop (WorkOne) Partners, jointly negotiated by the LEO and WIB, will be based on the Plan and will describe how workforce development services will be provided and coordinated in EGR 6.

ARTICLE VIII – ADULT & DISLOCATED WORKER SERVICE PROVIDER

The LEO and the WIB jointly agree that the Adult & Dislocated Worker Service Provider employees shall be employed by the WIB Corporation (with Governor's approval). The direction and supervision of these employees will be through the One Stop Operator. In the event it is determined that the WIB Corporation will no longer directly employ these individuals or has the need to contract for additional services, a competitive selection will be made in accordance with the Procurement and Service Provider Selection Procedures approved by the LEO and WIB.

ARTICLE IX – YOUTH SERVICE PROVIDER

Consistent with federal and state requirements the Youth Service Provider under the Workforce Investment Act will be competitively selected through a process which includes the review and recommendation by the Youth Council to the WIB. The direction and functional supervision of these employees will be through the One Stop Operator. The competitive selection will be made in accordance with the Procurement and Service Provider Selection Procedures approved by LEO and WIB.

ARTICLE X - OTHER SUBCONTRACTORS AND VENDORS

Different or additional Subcontractors or Vendors will be selected in accordance with the same procedures as referenced in Article VIII and IX above.

ARTICLE XI - WIB POWERS

The WIB powers shall include, but not be limited to the following pursuant to Section 117(d) of the Workforce Investment Act:

As the Workforce Investment Board the WIB shall carry out all legislated responsibilities and thereby exercising full control over those responsibilities unless such responsibilities are jointly a responsibility of the LEOs. Responsibilities shall include, but not be limited to the following:

- a. Approve the budget for the Executive Staff, Fiscal Agent, One Stop Operator and Service Providers and authorize the disbursement of such funds by the Fiscal Agent.
- b. Negotiation of the WIB-LEO Agreement.
- c. Approve the Workforce Investment Plan and subsequent modifications thereto prior to submission to the Governor, Secretary of Labor, and/or other funding

sources for the One Stop Service Delivery System, branded as WorkOne in Indiana, which delineates what and how workforce development services will be provided and how they will be coordinated in EGR 6.

- d. The hiring of staff and/or retaining an entity(ies) for the purposes of fulfilling the WIB responsibilities, including but not limited to:
 - Oversight, to include, but not be limited to Youth, Adults, Dislocated Workers and Incumbent Workers Workforce Investment Act funded services and the One-Stop (WorkOne) Delivery,
 - The WIB will be responsible for recruitment, interview, and selection of the President/CEO or entity providing Executive Staffing to the WIB. The WIB will consult with the LEO prior to making a final job or contract offer,
 - Selection of One Stop Operator (approval is required by the Governor if provided by the hiring of WIB staff rather than procurement of an entity).
 - Negotiation of Memorandum of Understanding with local Mandatory One Stop (WorkOne) Partners
 - Adult & Dislocated Worker Service Provider (approval is required by the Governor if provided by the hiring of WIB staff rather than procurement of an entity)
 - Youth Service Provider to be selected through a competitive procurement process which includes the review and recommendation of the Youth Council
 - Negotiation of Local Performance Measures
 - Strategic Planning at the EGR 6 level
 - Performance Evaluation

The above functions of the WIB shall be deemed performed in partnership with all of the LEOs.

ARTICLE XII - WIB FUNCTIONS

The WIB functions shall include, but not be limited to the following pursuant to Section 117(d) of the Workforce Investment Act:

- a. The WIB shall establish by-laws for its operation.
- b. The WIB shall establish policies and procedures for the fulfillment of WIB responsibilities under the Workforce Investment Act.
- c. The WIB shall be provided regular audits of the Fiscal Agent and other contractors as required by regulation and the local sentiment of the WIB and LEOs.
- d. The WIB shall solicit support and comment from the general public and labor organizations for the proposed Workforce Investment Plan. WIB shall, following adoption of major plans, provide for public display and access of all such plans.

- e. The WIB may delegate such functions and responsibilities to agencies, subcommittees or individuals as the WIB deems appropriate for efficient administration. All powers not expressly delegated are reserved by the WIB.
- f. If appropriate, the WIB shall recommend a representative(s) who meets appointment criteria as developed by the LEO from its membership for consideration in appointment to the Board of Directors of the LEO Fiscal Agent when such openings occur. Appointing authority rests exclusively with the LEOs.

ARTICLE XIII - LIABILITY

The EGR 6 WIB and LEO relationship under the Workforce Investment Act is a partnership and to the extent consistent with the Local and State Law, the LEO who are signatories to the Local Elected Officials Executive Council Agreement do hereby certify acceptance of the responsibility for the total management, operation, and compliance with all laws and federal regulations. This Agreement acknowledges the financial responsibility by the LEO for EGR 6 Workforce Investment Act funding granted by Department of Workforce Development (DWD) through the WIB and its Fiscal Agent, or subrecipients thereof as agreed to in the Local Elected Officials Executive Council Agreement. As such the WIB, Fiscal Agent and any other subrecipient shall:

- a. Secure insurance coverage for injuries suffered by staff or participants who are not covered by existing worker's compensation.
- b. Provide for or direct by contractual agreement bond coverage of all employees.
- c. Assure that adequate liability coverage is in place and that the LEO and WIB are named, as members to this Agreement, as "Other Insured".
- d. Be required to employ outside auditing and monitoring firms to independently audit on behalf of WIB and LEO and to enter its report of general evaluation. The LEO and WIB shall receive simultaneously copies of all reports, audits and evaluations provided by the audit and evaluation services.

XIV - REPAYMENT OF FUNDS

If the WIB or Fiscal Agent is required to repay or restore to the State or other funding source any sums administered by it under the Act, then all avenues and sources of existing funds will first be exhausted, such as unrestricted funds of the WIB and/or its Fiscal Agent, One Stop Operator, and Subcontractors. After exhausting all avenues and sources for repayment or restoration of funds to the State of other funding sources,

then each member of the LEO, on behalf of its respective political subdivision, does hereby agree to assume liability for such repayment or restoration as provided for in the Local Elected Officials Executive Council Agreement.

ARTICLE XV - AMENDMENT OF AGREEMENT

This Agreement may be amended only in writing. Proposed amendments may be initiated by either the WIB or LEO. Such amendments must be approved by a two-thirds majority of the WIB and a two-thirds majority of the LEO who make up the membership of the Local Elected Officials Executive Council.

ARTICLE XVI - DURATION OF AGREEMENT

This Agreement has been approved by the WIB and the LEO who make up the membership of the Local Elected Officials Executive Council and shall become effective on July 1, 2011 when signed and dated by the Chairperson of the WIB as authorized by the WIB, and when signed and dated by the Chief Elected Official as authorized by the LEO. This Agreement shall continue until modified or terminated.

ARTICLE XVII – TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon sixty (60) day notice in writing to the other party with or without cause. For the WIB to terminate this Agreement a two-thirds majority vote of the WIB is required. For the LEO to terminate this Agreement a two-thirds majority vote of the membership of the Local Elected Officials Executive Council is required.

ARTICLE XVIII – MERGER

This Agreement constitutes all of the terms of the Agreement between the parties. All prior negotiations, statements, representations, warranties, and agreements, of any, pertaining to any of the details of the subject matter are hereby superseded and terminated by this Agreement, which is the entire contract of the parties. All covenants and terms hereof shall extend to and be obligatory upon the successors and assigns of the parties. Each party certifies it has full legal authority to execute this.

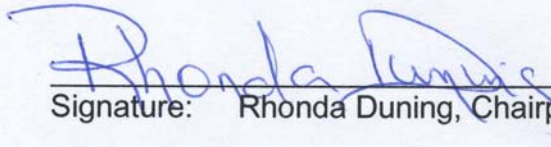
ARTICLE XIX – SIGNATURE DELEGATION

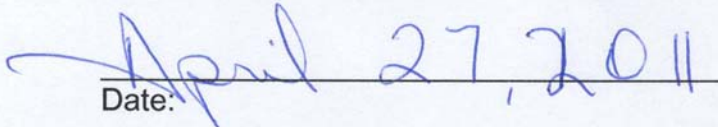
The WIB delegates signature on contracts and grants on its behalf to the President/CEO of the Executive Staff of the WIB. The Local Elected Officials Executive Council delegates signature on contracts and grants on its behalf to the Controller of the Fiscal Agent.

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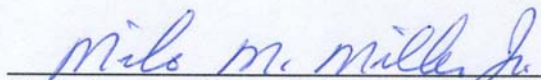
FOR THE ECONOMIC GROWTH REGION 6 WORKFORCE INVESTMENT BOARD:

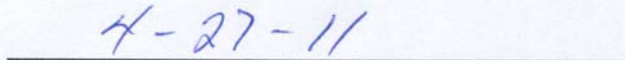
APPROVAL:


Signature: Rhonda Duning, Chairperson


Date:

FOR THE LOCAL ELECTED OFFICIALS EXECUTIVE COUNCIL:


Signature: Commissioner Milo M. Miller, Jr.,
Chairperson/Chief Elected Official


Date: