

CONTRACT SERVICE AND FINANCIAL AGREEMENT  
Between BALDWIN COUNTY, GEORGIA  
And  
THE EXECUTIVE COMMITTEE OF CHIEF ELECTED EXECUTIVE OFFICIALS FOR MIDDLE  
GEORGIA WORKFORCE DEVELOPMENT AREA 11  
And  
THE WORKFORCE DEVELOPMENT BOARD OF AND FOR MIDDLE GEORGIA  
WORKFORCE DEVELOPMENT AREA 11  
And  
THE MIDDLE GEORGIA CONSORTIUM, INC., A NON-PROFIT CORPORATION WHOSE MEMBERS  
ARE THE 10 COUNTIES WITHIN MIDDLE GEORGIA WORKFORCE  
DEVELOPMENT AREA 11

This AGREEMENT made and entered into in the State of Georgia, between Baldwin County, Georgia, the Executive Committee of Chief Local Elected Executive Officials for Middle Georgia Workforce Development Area 11, the Workforce Development Board of and for Middle Georgia Workforce Development Area 11, and the Middle Georgia Consortium, Inc., a non-profit corporation of the State of Georgia.

WITNESSETH:

Whereas, under the terms of the Workforce Innovation and Opportunity Act of 2014 ("Act"), certain counties and incorporated cities in Middle Georgia requested designation as a Local Workforce Development Area, and were designated as Middle Georgia Workforce Development Area 11 ("Area 11") by the State of Georgia; and,

Whereas, under the terms of the Act, the Chief Elected Executive Official of each of the units of local government' entered into a Formal Agreement, establishing an Executive Committee of local officials and their designees to function as the Chief Elected Executive Official for all purposes under the Act; and,

Whereas the Middle Georgia Consortium, Inc., (MGCI), is a corporation organized under the Georgia Non-Profit Corporation Code, whose members are the counties in Area 11, governed by a Board of Directors who are same as the members of the Executive Committee, which corporation was established to be the grant recipient, fiscal agent and to administer job training funds and other purposes; and,

Whereas, MGCI was originally formed to act as fiscal agent for federal workforce training grants, and to assure a professional staff, with the ability to assist the Executive Committee of local elected officials and the Private Industry Council, under the Job Training Partnership Act, and, since the inception of the Act, the Local Workforce Development Board (LWDB) to implement the grant in accordance with the grant terms, and regulations and policies thereunder; and,

Whereas, in accordance with the Formal Agreement, with the concurrence of the Executive Committee and the Middle Georgia Workforce Development Board (WDB), the MGCI has acted as the grant recipient, and fiscal and administrative agent for the implementation of the Act in Area 11 since the inception of the Act in 2014; and,

Whereas, in order to avoid disruption of services to citizens of Area 11, in compliance with the Georgia Workforce Investment Act of 1988, which requires that a fiscal agent must be a city or county government or a regional commission, the Executive Committee designated Baldwin County, Georgia to be the grant recipient and fiscal agent, subject to this agreement, to assure that MGCI will continue to be the administrative and programmatic entity for grant funds, and to ensure that the cooperative working relationship between the Area WDB and the Executive Committee continues.

Whereas, in order to further avoid disruption of services to citizens of Area 11, replacing the Workforce Investment Act of 1988 with the new Workforce Innovation and Opportunity Act of 2014, this agreement is further

modified to comply with the Law identifying the Board as the Workforce Development Board and the local area (Area 11) as the Workforce Development Area.

NOW, THEREFORE, it is mutually agreed as follows:

MGCI shall be reimbursed for costs incurred while acting as WIOA sub-grantee, as well as WIOA administrative and programmatic entity, as set out in the budget attached and in accordance with all applicable laws, regulations, and policies. The costs reimbursable under this AGREEMENT shall be limited to the necessary and reasonable costs of providing WIOA services subject to the terms and conditions of this AGREEMENT, and the attachments thereto. In no event shall the allowable costs for any total of the budget(s) attached hereto exceed the budgeted grants amounts. Baldwin County hereby agrees to reimburse MGCI for its actual, allowable costs up to, but not to exceed, the total amount of available grant monies.

NOTWITHSTANDING THE ABOVE OR ANY OTHER PROVISION OF THIS AGREEMENT, BALDWIN COUNTY SHALL HAVE NO LIABILITY FOR COSTS INCURRED WHICH EXCEED THE FUNDS OBLIGATED TO THIS AGREEMENT SHOWN BELOW. IT IS THE MGCI'S EXCLUSIVE RESPONSIBILITY TO MONITOR AND CONTROL ITS COSTS, BOTH ACTUAL AND ACCRUED, UNDER THIS AGREEMENT AND TO PROMPTLY NOTIFY BALDWIN COUNTY IF OBLIGATED FUNDS ARE INSUFFICIENT TO COVER PROJECTED COSTS. SUCH NOTICE SHOULD BE RECEIVED BY BALDWIN COUNTY WITHIN THIRTY (30) DAYS OF THE DATE THAT OBLIGATED FUNDS ARE PROJECTED TO BECOME INSUFFICIENT. BALDWIN COUNTY SHALL PROMPTLY NOTIFY THE MGCI IN WRITING CONCERNING ANY REALLOCATION. FUNDS OBLIGATED TO THIS AGREEMENT BY AMENDMENT MAY BE APPLIED TO ANY ALLOWABLE COSTS INCURRED DURING ITS PERIOD OF PERFORMANCE, REGARDLESS OF THE DATE OF THE AMENDMENT. HOWEVER, ADDITIONAL FUNDS MADE AVAILABLE BY GRANT ADJUSTMENTS APPLY ONLY TO COSTS INCURRED UPON OR SUBSEQUENT TO THE EFFECTIVE DATE OF SUCH ADJUSTMENT.

It is understood and agreed, between the parties to this AGREEMENT, that a prerequisite to any payment hereunder is the availability of funds from Federal Sources after (a) their appropriation by the Congress of the United States of America; (b) approval of the WIOA Regional Plan for Region 6 and Local Plan for Area 11 by the Technical College System of Georgia, Office of Workforce Development; and (c) the statement of grant award for the funds. It is not intended by the parties to the AGREEMENT to create an obligation of BALDWIN COUNTY above and beyond that of funds obligated to BALDWIN COUNTY by the State. Should BALDWIN COUNTY fail to receive such funds in sufficient amounts to cover reimbursement requests occasioned hereunder as a part of its other proper expenditures, then in that event, any obligation for any portion of payments due hereunder but unpayable due to lack of funds, shall be null and void and shall not be deemed to be nor construed to be an obligation of BALDWIN COUNTY. In the event such receipts are determined by the Finance Director of BALDWIN COUNTY to be insufficient or unavailable for any payment hereunder, the BALDWIN COUNTY Finance Director shall certify that fact to the other party or parties to this AGREEMENT and such certification shall be conclusive. Should funds later be appropriated and/or made available to BALDWIN COUNTY by the State retroactively to any given date for payment(s) under the terms and provisions of this AGREEMENT, it shall be valid and subsisting as to such payment(s) authorized and so funded, and they shall be made hereunder to the same extent as if the funds had been appropriated and made available in a timely fashion. BALDWIN COUNTY and MGCI agree to take all measures to assure that sufficient funds are made available to it by the State to carry out the terms and provisions of this AGREEMENT, and to keep each other informed of any notices concerning the statement of grant award.

This contract shall be effective beginning July 1, 2021 and ending June 30, 2022. BALDWIN COUNTY shall not be responsible for funds expended prior to July 1, 2021 or funds expended after June 30, 2022 under this agreement. However, certain cost incurred prior to July 1, 2021, may not be payable until after June 30, 2022. Baldwin County, Georgia will drawdown funds from the Technical College System of Georgia, Office of Workforce Development to cover these costs in the same manner as for cost incurred July 1, 2021 and thereafter.

The parties agree to the following terms and conditions:

1. Maintenance of Existing Effort

MGCI agrees that the funds provided under this AGREEMENT shall only be used to provide employment-related activities that could not be provided without this AGREEMENT from funds or sources otherwise available to MGCI, or its service providers, and that the funds under this AGREEMENT shall not be used to substitute or supplant other funds and sources of revenue. Applicable CFDA numbers for this AGREEMENT: Adult - CFDA# 17.258; Youth - CFDA# 17.259; Dislocated Worker-CFDA# 17.278; and HDCI – CFDA# 17.278.

2. Applicable Laws, Policies, and Procedures

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia, Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

3. Period of Performance

All work under this AGREEMENT, including the actual employment of any individual in a position for which reimbursement is claimed under this AGREEMENT, shall begin on July 1, 2021.

4. Administration

a. Records (Applies to the MGCI and all sub-contractors)

(1) Retention of Records

MGCI will keep on a current basis and retain for a period of at least three (3) years from the end of the Period of Performance, or provide to Baldwin County, adequate financial records which fully support all items for which reimbursement is claimed, and which show the use and application of funds received or paid to MGCI under this AGREEMENT. In the event of litigation involving any of the aforementioned records, MGCI will maintain the records in question, or provide them to Baldwin County, until the litigation is finally resolved. These financial records shall include all records required under applicable law, regulations, and policies under the WIOA.

(2) Participant Records

Records for participants shall include, but are not limited to, a completed WIOA application with attached eligibility documentation; an enrollment form for each person actually enrolled; assessment data collected on an individual; attendance and time sheets for participants; and any other participant record. Each file should contain a checklist of enclosed items for maintenance and monitoring.

(3) Employee Records

Records for employees shall include, but are not limited to, time and attendance reports signed by a supervisor and the employee showing distribution on an hourly basis of all time worked, leave taken, or other categories as appropriate for each employee for whom direct charges are claimed, evidence of wages paid to such employee during the period for which reimbursement is claimed, copies of the financial reports filed with BALDWIN COUNTY, and the worksheets generated to support the financial reports.

(4) Access to Records

The U.S. Department of Labor, Technical College System of Georgia, Office of Workforce Development (OWD), the WDB, and the Executive Committee, or authorized representatives of any of them, shall have the right to review performance and to inspect or copy any and all records, books, papers and documents which relate to this AGREEMENT at any time during its performance or thereafter until the end of the record retention periods at MGCI and Baldwin County upon reasonable demand and notice.

b. Property

Upon completion of the work under this AGREEMENT, or its termination, MGCI will dispose of any remaining property attributable to this AGREEMENT in accordance with applicable Federal law and regulations.

c. Insurance (Applies to MGCI and all sub-contractors)

(1) Fidelity Bonds

Those having responsibility for the expenditure of funds made available under this contract shall be required to maintain throughout the period of performance of this AGREEMENT, a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government and the State of Georgia against loss of funds coming into their possession under the terms of this AGREEMENT. The existing fidelity bond in force and effect at MGCI is hereby deemed sufficient.

(2) Accident Insurance

MGCI shall ensure that all WIOA employees and participants are covered either by Georgia Worker Compensation Law or provided with on-site medical or accident insurance when such insurance is required and ensure a copy of the insurance policy or policies to Baldwin County upon request.

d. Benefits and Working Conditions (Applies to MGCI and all sub-contractors)

In conducting activities which include subsidized employment for participants, MGCI will ensure the benefits and working conditions are at the same level and to the same extent as other employees working a similar length of time and doing the same type of work for that employer.

5 Audit Requirements (Applies to MGCI and all sub-contractors/service providers)

MGCI agrees to comply with Part 200.508 – Auditee Responsibilities under the 2 CFR which reads as follows:

- a. Identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of pass-through entity.
- b. Procure or otherwise arrange for the audit required by this part in accordance with 200.509 Auditor selection, and ensure it is properly performed and submitted when due in accordance with 200.512 Report submission.
- c. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 200.510 Financial statements.
- d. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 200.511 Audit findings follow-up, paragraph (b) and 200.511 Audit finding follow-up, paragraph (c), respectively. Any ultimately

disallowed costs for which MGCI is responsible, after all applicable and available administrative and legal appeals have been exhausted, shall be reimbursed in accordance with the agreement between the member counties.

- e. Provide the Auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.
- f. If funds greater than \$750,000 are expended during MGCI's fiscal year, a single entity-wide audit must be conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156), 29 CFR Part 99 entitled, "Audits of States, Local Governments, and Non-Profit Organizations" and 29 CFR Part 96 "Audit Requirement for Grants, Contract, and Other Agreements. If state funds of \$100,000 or more are expended during the fiscal year, an entity-wide audit must be conducted for that year in accordance with Generally Accepted Government Auditing Standards issued by the American Institute of Certified Public Accountants.
- g. Contract for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractor violate or breach contract terms, and provide for such sanction and penalties as appropriate.

MGCI further agrees to submit the required audit or financial statements in the quantities set forth below, within thirty (30) days after publication of the auditor's report:

Two (2) copies to:  
Baldwin County Board of Commissioners  
1601 N. Columbia Street  
Milledgeville, GA 31061  
Attn: Finance Director

- 6. Fraud or Criminal Malfeasance, Misapplication of Funds and/or Gross Mismanagement (Applies to MGCI and all sub-contractors)  
MGCI shall maintain its existing policy regarding reporting all cases of suspected fraud or criminal malfeasance of funds.
- 7. Disputes
  - a. Except as otherwise provided in this AGREEMENT, any dispute concerning a question or fact arising under this AGREEMENT, which is not disposed of by this AGREEMENT, shall be mediated between the parties to this AGREEMENT.
  - b. Pending final decision of a dispute hereunder, MGCI shall proceed diligently with the performance of this AGREEMENT.
  - c. This disputes clause does not preclude consideration of questions in law in connection with decisions provided for in the paragraph above; provided that nothing in this AGREEMENT shall be construed as making final the decision of any administrative official, representative, or board on a question of law or fact.
- 8. Violations of this AGREEMENT

Baldwin County will impose sanctions and penalties for violations or breaches of the terms of this AGREEMENT, as provided by applicable law, regulations, and policies under the WIOA.

9. Termination: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
  - a. Either party may terminate this AGREEMENT, without cause, for its convenience, by providing a minimum of 90 days written notice thereof to the other party. Failure to supply additional funding shall not be considered as a form of termination.
  - b. Either party may terminate this AGREEMENT for cause when it is determined that either party has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this agreement in whole or in part. If such determination is made by either party the recession party will have the right to terminate this agreement by giving written notice of such termination and specifying the effective date thereof, which will not be less than five (5) consecutive calendar days after the given notice of said written notice. In the event of such given notice the Middle Georgia Consortium will be liable for payment for only the services rendered prior to the effective date of the termination, provided that such service performance is in accordance with the agreement payment provisions of this agreement.
  - c. In the event of termination, MGCI shall not incur new obligations after the effective date of the termination and shall submit to Baldwin County within forty-five days after the termination date, a financial closeout report. Failure to submit this report timely constitutes a complete waiver by MGCI of any and all claims against Baldwin County for payments of the invoice.
  - d. In the event of termination of this agreement, all completed and uncompleted documents, data, studies, and reports purchased for, or prepared and maintained under the terms of this agreement will, at the option of the Middle Georgia Workforce Development Board, become the property of the Middle Georgia Workforce Development Board.
  - e. No costs for which reimbursement is claimed shall be accrued after the date of termination, which shall in all other respects (final report of expenditures, retention of records, audit, etc.), be considered as the date of completion of the Period of Performance.

#### 10. Modifications/Amendments

- a. This AGREEMENT incorporates all prior negotiations, interpretations, and understandings between the parties, and is the full and complete expression of their agreement. Any change, alteration, deletion, or addition to the terms set forth in this AGREEMENT must be by a written Amendment executed by all parties which Amendment shall be effective from the original date of the AGREEMENT unless a contrary specific contention appears on the face of the Amendment.
- b. A unilateral modification by Baldwin County may only occur when a federal or state requirement has been added, changed, revised, or amended during the period of performance or became effective during the period of performance.
- c. MGCI agrees to follow and be bound by the provisions of the U. S. Department of Labor's Federal Regulations as well as by the terms and conditions of any policy decision or directives or from the U.S. Department of Labor, and from the Technical College System of Georgia, Office of Workforce Development (OWD).
- d. Modifications/amendments, other than those specified above, to this AGREEMENT must be within the scope of the AGREEMENT, unless agreed otherwise by both parties in writing.

11. Equal Opportunity (Applies to MGCI and all sub-contractors)

During the period of performance for this AGREEMENT, MGCI agrees to the following:

- a. MGCI will comply fully with the non-discrimination and equal opportunity provisions Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR part 38. The United States has the right to seek judicial enforcement of this assurance.
- b. MGCI will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief. MGCI will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period of participation/employment without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for services and/or training. MGCI agrees to post in conspicuous places, available to the employees and applicants for employment, notices to be provided setting forth the provisions of the non-discrimination clause.
- c. MGCI will, in all solicitations or advertisements for employees or participants, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief.
- d. MGCI will permit access to any contract-related books, records, and accounts by the contracting agency, the State and the United States Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.
- e. In the event of MGCI's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the MGCI may be declared ineligible for further government contracts, and such other sanctions may be imposed and remedies invoked as provided by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law. MGCI shall file with Baldwin County a signed "Nondiscrimination and Equal Opportunity Requirements of WIOA," attached hereto.

12. Compliance with Contract Work Hours and Safety Standards Act as amended 2009 (40 U.S.C. 3701 - 3708)

MGCI and all subcontractors shall comply with this law and USDOL regulations.

- a. Overtime Requirements

MGCI and all subcontractors must comply with this law and USDOL regulations.

- b. Violation

Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a), MGCI and any subcontractor responsible therefore will be liable to any affected employee for his or her unpaid wages. In addition, such contractor or subcontractor will be liable to the United States.

c. Withholding for Unpaid Wages and Liquidated Damages.

USDOL and its grantees may withhold or cause to be withheld, from any monies payable on account of work performed by MGCI or subcontractor, such sums as may be administratively determined to be necessary to satisfy any liabilities of the MGCI or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b).

d. Subcontracts.

MGCI must insert in any subcontracts the clauses set forth in subparagraphs (a), (b), and (c) of this paragraph and also a clause requiring the subcontractors to include these clauses to any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

e. Records.

MGCI must maintain payroll records containing the information specified in 29 CFR 516.2. Records (including all financial and programmatic records, supporting documents, statistical records and other records of grantees or subgrantees) must be retained for three (3) years following the date on which the expenditures report containing the final expenditures (closeout) charged to a program year's allotment or a grant is accepted by WFD. (2 CFR §200.333, 29 CFR § 97.42).

13. Miscellaneous Provisions (Applies to MGCI and all subcontractors)

a. Grievances.

MGCI agrees to utilize its written Grievance and Complaint Procedures for grievances or complaints about the WIOA program and activities for participants, recipients, all WIOA-funded staff and other interested persons.

b. Officials Not to Benefit.

No member of or delegate to a State or area Workforce Development Board shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

c. Covenant Against Contingent Fees.

As an inducement to Baldwin County to enter into this AGREEMENT, MGCI warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach or violation of this warranty shall constitute grounds for immediate termination of this AGREEMENT.

d. Employee-Trained Fringe Benefits.

Hourly wages paid to and fringe benefits received by employees and participants shall not be less than the following, whichever is higher:

- (1) The minimum rate required under the Fair Labor Standards Act; or

- (2) Any minimum rate applicable to the employee and required under any Federal, State or local law; or
- (3) The minimum entrance rate for inexperienced workers in the same occupation in the establishment, or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or
- (4) The wage rate required by an applicable collective bargaining agreement.

e. Disclosure of Confidential Information.

Subject to the terms of this AGREEMENT for access to records, MGCI agrees to maintain the confidentiality of any information regarding applicants, project participants, or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other sources. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of this AGREEMENT.

f. Code of Conduct and Conflict of Interest.

No officer, employee, or agent of MGCI shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subcontractors under this AGREEMENT.

No officer, employee, or agent of MGCI shall participate in the selection, award, or administration of a procurement supported by WIOA funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:

- (1) the officer, employee or agent;
- (2) any member of his or her immediate family
- (3) his or her partner; or
- (4) a person or organization which employs, or is about to employ, any of the above.

g. Procurement

All procurement must follow the more restrictive of Federal Regulations found at 2 CFR 200.320, Technical College System of Georgia, Office of Workforce Development (OWD) Procurement Policy and Procedures, and WorkSource Middle Georgia Procurement Policies.

MGCI will take the following actions to ensure that small, minority, and women's businesses shall have the maximum practical opportunity to participate in the performance of this AGREEMENT:

- (1) Include small, minority, and women's businesses on source lists and assure that they are solicited whenever they are potential sources.
- (2) Divide total requirements into small requirements to permit maximum participation of these groups whenever economically feasible; and
- (3) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.

h. Political Activities.

Funds provided under this AGREEMENT shall not be used for any activity involving political activities.

The restrictions provided above shall not include the right of employees to vote, sign petitions, or speak or write on political subjects unrelated to a specific political campaign.

i. Religious Activities.

Funds provided under the AGREEMENT shall not be used for any activities involving religious activities. Participants shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used in whole or in part for sectarian instruction or as a place for religious worship.

j. Public Service Employment.

Funds under this AGREEMENT shall not be used, for public service employment.

k. Certification Regarding Lobbying

Funds under this AGREEMENT shall not be used for lobbying the executive, judicial, or legislative branch of the Federal and State Government,

l. Debarment and Suspension.

MGCI is not currently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in this AGREEMENT by a federal department or agency.

14. E-Verify- (Applies to MGCI and all subcontractors)

E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

The new rule implements Executive Order 12989, as amended by President George W. Bush on June 6, 2008, directing federal agencies to require that federal contractors agree to electronically verify the employment eligibility of their employees. The amended Executive Order reinforces the policy, first announced in 1996, that the federal government does business with companies that have a legal workforce. This new rule requires federal contractors to agree to use E-Verify to confirm the employment eligibility of all persons hired during a contract term, and to confirm the employment eligibility of federal contractors' current employees who perform contract services for the federal government within the United States.

15. Documents the Technical College System of Georgia, Office of Workforce Development (OWD) require to be signed, will be signed, as necessary and appropriate, by the Chair of the Baldwin County Commission for Baldwin County, by the Chair of the Executive Committee for the CLEO, by the Chair of the Workforce Development Board for Area 11 for the WDB, and/or by the Chair of the Board of Directors of MGCI for MGCI, after appropriate action by such entities.

Signed, sealed and delivered by the undersigned entities, after appropriate adoption, on the dates shown below.

**Baldwin County, Georgia:**

\_\_\_\_\_  
Signature

Henry R. Craig  
\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

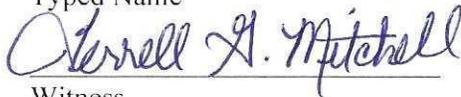
Chairman, Baldwin County Board of Commissioners  
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Title or Capacity

\_\_\_\_\_  
County Clerk

**Executive Committee:**

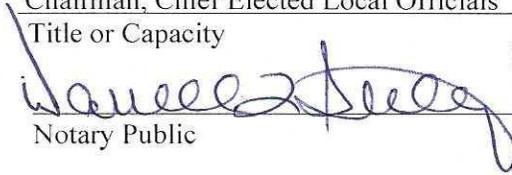
  
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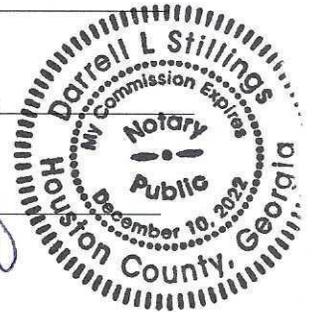
Chris Weidner  
\_\_\_\_\_  
Typed Name

  
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Witness

6/29/2021  
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Date

Chairman, Chief Elected Local Officials  
\_\_\_\_\_  
Title or Capacity

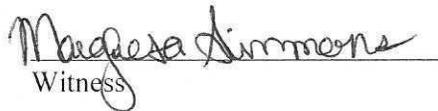
  
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Notary Public



**Local Workforce Development Board:**

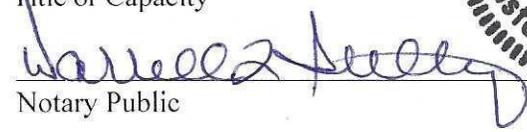
  
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Signature

Stephen D. Williams  
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Typed Name

  
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Witness

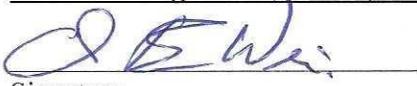
6/28/2021  
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Date

Chairman, Workforce Development Board  
\_\_\_\_\_  
Title or Capacity

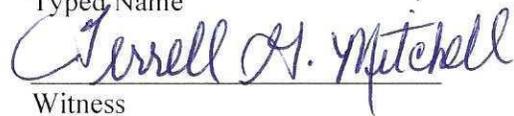
  
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Notary Public



**Middle Georgia Consortium, Inc.**

  
\_\_\_\_\_  
Signature

Chris Weidner  
\_\_\_\_\_  
Typed Name

  
\_\_\_\_\_  
Witness

6/29/2021  
\_\_\_\_\_  
Date

Chairman, MGCI, Board of Directors  
\_\_\_\_\_  
Title or Capacity

  
\_\_\_\_\_  
Attested by Corporate Secretary



WORKSOURCE MIDDLE GEORGIA AREA 011  
 WIOA PY21/FY22 Budget  
 July 1, 2021 - June 30, 2022

A. Does the budget include any indirect costs?  
 B. Do you use a de minimis indirect cost rate?  
 If Yes to A and no to B, attach your indirect cost plan.  
 Indirect Cost Rate (if applicable)

No
Yes

%

REVENUE Summary

	Current Year Award (PY21/FY22)	Carryover Balances (PY20/FY21)	Total
WIOA Adult	534609	334236 \$	888,845.00
WIOA Dislocated Worker	821109	479908 \$	1,300,917.00
WIOA Youth	531318	433979 \$	985,297.00
<b>TOTAL REVENUE</b>		<b>\$</b>	<b>3,175,059</b>

EXPENSES Summary

	Current Year Award (PY21/FY22)	Carryover Balances (PY20/FY21)	Total
WIOA Adult	493,433	334,236 \$	827,668.51
WIOA Dislocated Worker	688,590	479,808 \$	1,178,398.33
WIOA Youth	417,559	433,979 \$	851,538.17
<b>TOTAL EXPENSES</b>		<b>\$</b>	<b>2,857,605.02</b>

INCOME OVER (UNDER) EXPENSES

WIOA Adult	61,178 \$	0 \$	61,176.49
WIOA Dislocated Worker	122,519 \$	(0) \$	122,518.67
WIOA Youth	133,759 \$	(0) \$	133,758.87

7/14/2021  
 Date

  
 LWDB Chairperson

Fiscal Agent Authority

Title

Title