

EXHIBIT A

**Intergovernmental Agreement for the
Summit and Medina Workforce Area
Council of Governments (“SAMWA COG”)**

This Intergovernmental Agreement (“Agreement”) to establish the Summit and Medina Workforce Area Council of Governments (“SAMWA COG”) is entered into this ___ day of _____, 2016 (the “Effective Date”) by and between the County of Summit, Ohio (“Summit”), having its principal place of business located at 175 South Main Street, Akron, Ohio 44308, and the County of Medina, Ohio (“Medina”), having its principal place of business located at 144 North Broadway Street, Medina, Ohio 44256, collectively known hereinafter as the “Parties.”

Recitals

WHEREAS, the Ohio Department of Job and Family Services (“ODJFS”) has designated Summit and Medina Counties as Area 2 for the purpose of providing services under Workforce Innovation and Opportunity Act of 2014 (“WIOA”); and

WHEREAS, the Board of Commissioners of Medina County and the County Executive of Summit County originally entered into an Intergovernmental Agreement on July 5, 2011 to establish a Workforce Investment Board (“WIB”) for the area consisting of Summit and Medina Counties; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (WIOA), current Sub-grant Agreements with ODJFS, and ODJFS’ WIOA policies mandate the establishment of:

1. A Workforce Development Board (“WDB”),
2. A more formal structure to clearly define the oversight role of chief local elected officials, and
3. The separation of the functions of, 1) oversight (planning, acquisition and monitoring), 2) fiscal management, and 3) operation of workforce development programs; and

WHEREAS, the governing bodies of any two or more political subdivisions may enter into an Agreement establishing a regional council pursuant to the authority set forth within Ohio Revised Code (“ORC”) Chapter 167; and

WHEREAS, the legislative bodies of Summit and Medina Counties have determined the establishment of a council of government pursuant to ORC Chapter 167 to be the most appropriate governance structure to facilitate compliance with WIOA and its regulations.

NOW THEREFORE, in consideration of the covenants and promises set forth herein, the Parties agree as follows:

Definitions

1. “WIOA.” The Workforce Innovation and Opportunity Act of 2014, as amended.
2. “Workforce Area 2.” Ohio Counties of Summit and Medina.
3. “Chief Elected Officials” (“CEOs”). In Summit County the Chief Elected Official is the County Executive. In Medina County, the Chief Elected Officials are the County Commissioners. For the purposes of this Regional Council of Governments (“COG”) the Medina County Commissioners will elect or appoint one of their members to serve as their representative.
4. “COG Fiscal Agent.” The person or entity designated to receive, process and account for administrative funds used for the administration and staffing of the SAMWA COG, including the administrative support of the WDB.
5. “WIOA Fiscal Agent.” The person or entity designated to the receive, process and account for WIOA funds allocated to Workforce Area 2.
6. “Workforce Development Board” (“WDB”). The body defined under 20 CFR 679.310 to perform planning, implementation and assessment of workforce development programs in Summit and Medina Counties.
7. “One-stop Operator.” An entity that directly provides employment services and connects the workforce with work related training and education.

Section 1. Purpose

1.1 The Parties hereby create the Summit and Medina Workforce Area Council of Governments (“SAMWA COG”) for the express purpose of operating Workforce Area 2 within the state of Ohio. The SAMWA COG shall be responsible for implementing, governing, and administering any and all workforce and economic development programming, as directed by the WDB, and as authorized and permitted pursuant to WIOA, as amended, and/or any other related and/or similar workforce and/or economic development legislation enacted by federal, state, or local laws. Specifically the Parties wish to accomplish the following:

- a. Support for the alignment of workforce investment, education, and economic development systems to provide a comprehensive, accessible, and high-quality workforce development system in these communities;

- b. Continued improvement in the quality and labor market relevance of workforce investment, education, and economic development efforts to provide local workers with the skills and credentials necessary to secure and advance in employment and to provide local employers with the skilled workers needed to succeed in a global economy;
- c. Align local and regional services to make the delivery of workforce development services more efficient and effective, eliminating duplication of services and better leveraging existing resources;
- d. Secure financial solvency for local workforce development programs and increase the effectiveness of elected officials' advocacy on behalf of workforce development programs;
- e. For all individuals in these communities, but particularly those individuals with barriers to employment, increased access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market;
- f. Promote improvement in the structure of and delivery of services through the workforce development system to better address the employment and skill needs of workers, jobseekers, and employers;
- g. Increased prosperity of workers and employers, support of the economic growth of our communities, so together they can meet the need for global competitiveness; and
- h. Workforce investment activities that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, thus improving the quality of the workforce, reducing public assistance dependency, increasing economic self-sufficiency, meeting the skill requirements of employers, and enhancing their productivity and competitiveness.

Section 2. Membership and Representation

2.1 Summit and Medina Counties shall be the sole members of the SAMWA COG. Each county shall have a single seat of representation on the SAMWA COG Board. The primary representative serving in these seats shall be one of the Medina County Commissioners and the Summit County Executive. The term of the primary representative for Medina County shall be for a period of one (1) year, with the length and starting and ending date of the term of representation to be set forth within the resolution or recorded vote passed by the Medina County Board of County Commissioners. The term of the primary representative from Summit County shall coincide with the term of the County Executive. The right of the appointed Medina County Commissioner to serve on the SAMWA COG shall be recognized immediately upon the publication of the recorded vote by the board of county commissioners upon the SAMWA COG staff. When the representative Medina County Commissioner's or the Summit County Executive's term in office ceases in their respective county, their term as a representative of the SAMWA COG shall also cease. Each county representative to the SAMWA COG shall

simultaneously serve as the Local Elected Officials as set forth, defined, and required in WIOA. As such, the duly elected/appointed representatives of the SAMWA COG shall be referred to as Local Elected Officials (“LEOs”).

2.2 If the duly appointed county representative of the SAMWA COG cannot attend any regular or special SAMWA COG meeting or sub-committee meeting, the duly appointed county representative may arrange for a proxy to serve in his or her place. However, the Board of Medina County Commissioners may declare by resolution which commissioner shall serve as the alternate to the COG.

Section 3. Powers, Duties and Operations

3.1 General Powers and Duties. The SAMWA COG is empowered by each of the respective legislative bodies of the counties that are members of the same, to take any and all actions consistent with those provided for within Section 167.03 of the Ohio Revised Code, as amended, in furtherance of implementing, governing, and administering any and all workforce and economic development programming authorized and permitted pursuant to WIOA, as amended, and/or any other related and/or similar workforce and/or economic development legislation enacted by federal, state, or local laws.

3.2 Specific Powers and Duties. The SAMWA COG is further empowered and directed to carry out the following duties:

- a. Initial Organizational Duties. The CEOs shall as soon as practicable after the approval of this agreement and installation of the primary representatives request the designation of Area 2 and notify the State of Ohio of the development of the COG .
- b. Annual Organizational Meeting. The SAMWA COG shall organize at their first regularly scheduled meeting held on or after June 1, of each year. The chairmanship of the COG board shall alternate between the CEOs, with the Summit CEO being Chairman in even years and the Medina CEO being Chairman in odd years. The Chairman shall hold all of the powers/authorities granted to the same within the text of the WIOA, its regulations, and other federal, and state law. The Chairman shall schedule, cancel, and preside over all meetings.
- c. Adoption of By-Laws. The representative membership of the SAMWA COG shall adopt a new set of by-laws, by consensus of its members, at its first duly noticed public meeting after the Parties enter into this Agreement. The by-laws shall at a minimum address the creation of a Workforce Development Board, the processes by which the WDB performs its functions and the Board of the SAMWA COG oversees the work of the WDB, and any modifications to the designation of Fiscal Agents.

- d. Establishment of Local Workforce Development Board (WDB). As soon as practicable after the governing board of the SAMWA COG is appointed, a Workforce Development Board for Workforce Area 2 shall be established, as follows:
- i) Membership and Operation. The CEOs shall, in accordance with WIOA and federal and state regulations and policies, adopt rules and guidelines that define the membership, duties and operation of the WDB. These rules should reflect the minimum requirements of WIOA and takes into consideration the unique characteristics of the local area. The Board shall take into consideration the makeup of the existing WIB and the benefits of retaining those currently serving.
 - ii) Appointment. The CEOs shall as soon as practicable appoint the WDB and provide the members with an orientation regarding the WDB's roles, responsibilities and accountability to the SAMWA COG Board.
 - iii) Certification of WDB. The SAMWA COG shall request certification of the WDB from the Governor.
- e. Staffing for WDB. The SAMWA COG shall employ individuals and/or contract for the services of consultants and experts to serve as staff for the WDB in the execution of its duties under WIOA. The SAMWA COG will adopt the following:
- i) job descriptions ;
 - ii) compensation and benefits plan;
- The WDB shall adopt employment policies and procedures including disciplinary process, and establish performance measures and the process for evaluating employees in accordance with the measures.
- f. Performance Accountability. The CEOs and the WDB with work jointly to negotiate performance measures with the State of Ohio. Said measures will be included in the local plan (CFR sec. 679.560 (b)(16)). The WDB staff may also participate in the negotiation of measures. The WDB will be responsible to separately track performance related to the negotiated measures. The WDB will provide performance tracking data to the State. In the event that a county does not meet any particular performance standard for four consecutive quarters, the WDB will develop a corrective plan for the CEO's approval, and for implementation in the respective counties. Each county will be assessed for any sanction or penalty imposed as a result of its non-performance, in proportion to each county's grant allocation, where applicable.
- g. Annual Review as Minimum. The Chairman shall schedule a meeting at least annually, to review the operations, performance, and finances of the SAMWA COG at a time and place convenient to all representatives. During this meeting, potential amendments to this Agreement, state and federal performance reports, audits, and

individual county performance statistics will be reviewed. The Executive Director for the WDB, shall provide an annual report to each representative detailing the activity, performance, and finances of the WDB to be given at the annual meeting. The Executive Director shall provide additional written and/or verbal reports to the collective or individual Board of Medina County Commissioners or the Summit County Council as they are requested.

- h. Fiscal Agent for SAMWA COG Administrative Expenses and Staff to WDB. WIOA requires a clear separation of the planning and oversight function of the WDB and its staff from the direct delivery of services (i.e., the one-stop service provider). Therefore, the SAMWA COG is hereby appointed to receive, process and account for administrative funds used for the administration and staffing of the SAMWA COG, including the administrative support of the WDB. The SAMWA COG is authorized to enter into contracts with accounting firms, individuals and/or other public entities to carry out administrative accounting functions and the CEOs may designate another person or entity to function as the Fiscal Agent for these purposes so long as such designation does not create a conflict with the person or entity serving as WIOA Fiscal Agent and One-Stop Provider.

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- i. Fiscal Agent for WIOA Program Allocations. The SAMWA COG shall appoint a Fiscal Agent to receive and distribute WIOA funds received from the State (WIOA Fiscal Agent). The Parties appoint SCJFS as the WIOA Fiscal Agent. The WDB shall evaluate the WIOA Fiscal Agent's performance. If the WDB determines the performance of the WIOA Fiscal Agent is inadequate they will make a recommendation to the SAMWA COG as to the appropriate course of action. Upon receiving the recommendation of the WDB, the SAMWA COG may appoint itself as the grant recipient for WIOA funds, or in the alternative, may appoint another qualified entity to serve as WIOA Fiscal Agent. The primary financing for the workforce and economic development programming overseen by the SAMWA COG shall be the funding provided through WIOA, and/or through other federal, state, and local grants secured by the SAMWA COG or the WDB. The SAMWA COG shall be responsible for the budgeting and proper expenditure of all WIOA and other funds and will participate in all procedures.

Section 4. Liability.

4.1 In the event that a non-performance sanction, disallowed cost, misspent funds finding, or audit exception is levied by the State of Ohio against the SAMWA COG which

requires the repayment or reduction of WIOA funds, the CEOs, shall meet to determine a course of action and will make a report and recommendation to their respective legislative bodies on the following issues:

- a. whether the SAMWA COG should appeal or accept the sanction, requiring repayment;
- b. whether the SAMWA COG can address the sanction by returning or paying WIOA or other grant monies, and/or one or more member counties will have to use county funds to repay the same;
- c. whether the evidence of the liability associated with the performance sanction, supports a conclusion of individual liability for one of the member counties; and
- d. the amounts to be repaid with grant monies or county funds by each member county, based upon a determination of individual and/or collective liability.

4.2 Each legislative body will, at its earliest opportunity, resolve to approve or disapprove the recommendation of the SAMWA COG and convey their response to the CEO and the other county. If one or both member counties disagrees with the recommendation of the CEO, the CEO shall schedule a special public meeting of the combined legislative bodies who shall meet to resolve the issue, and the SAMWA COG shall take action based upon a vote taken at this special meeting. In order for this meeting to occur, a minimum of two (2) Commissioners from Medina and six (6) Council Members from Summit must be present. In order for any decision to be binding, any action must receive a majority of the votes by the representatives assembled. Any decision reached and the reason for the decision will be conveyed in writing to the appropriate parties by the SAMWA COG.

4.3 When the member counties have determined a course of action, they agree to the following with respect to repaying and/or returning monies.

- a. Repayment using member county monies where collective liability has been determined. In the event that a sanction applies generally to the COG or the WDB and not to a specific member county, requiring the payment of county monies, the repayment shall be based upon the percentage of grant funds received by each member county. The percentage shall be determined by the SAMWA COG, based upon the percentage of grant funding that had been allocated to the member counties by the state at the time the grant funds were received. If the event requiring the repayment of member county monies occurred with respect to a particular grant line or grant allocation, the percentage of grant monies to be returned or reduced shall be based upon the allocation percentages of that grant.
- b. Where a final determination has been made that either or both counties have to repay grant funding using county funds, said party must enter into an Agreement to repay

said funds to the granting authority within ninety (90) days following the final determination. Failure to do so shall constitute a breach of this Agreement.

- c. Repayment using WIOA grant or other grant monies (non-county monies) where individual county liability has been determined. Where a final determination has been made that one or more counties have to return or reduce grant funding the SAMWA COG shall enter into an Agreement to return or reduce said funds to the granting authority within ninety (90) days following the final determination. The return or reduction of the grant money will be accounted for by the WIOA Fiscal Agent by reducing the amount of funds available for each member county by the corresponding amount reduced and/or returned.
- d. Returning or reduction of WIOA or other State or federal grant monies where there is no individual liability. The member counties agree that in the event that the sanction, applies generally to the SAMWA COG or WDB, and not to a specific member county, requiring the return of allocated funds or reduction of allocated funds after the allocation has occurred; the return shall be based upon the percentage of funds received by each member county. If the event requiring the return or reduction occurred with respect to a particular grant line or grant allocation, the percentage of grant monies to be returned or reduced shall be based upon the allocation percentages of that grant. If the event requiring the return or reduction occurred in a particular year or years, the percentage of grant monies to be returned or reduced shall be based upon the allocation percentages of those years. If the event requiring the return or reduction is not related to a particular grant line(s) or grant year(s), the money shall be returned based upon the total of all grants or grant lines awarded to each county, based upon the grant year in which the monies are to be repaid.
- e. The SAMWA COG shall enter into an Agreement to return or reduce said funds to the granting authority within ninety (90) days following the final determination. The return or reduction of the grant money will be accounted for by the WIOA Fiscal Agent by reducing the amount of funds available for each member county by the corresponding amount reduced and/or returned.

Section 5. Miscellaneous

5.1 Dispute Resolution. Any dispute between the members of the COG, including but not limited to funding, transfer or processing of payments, the operations, contracting, interpretation of the provisions of this agreement or any MOU, or any WIOA issue, will be resolved by a decision between the CEOs.

5.2 Amendments. Modification of this agreement must be made in writing, signed by the CEOs for both counties and adopted by their respective legislative bodies, and must be approved by the State of Ohio.

5.3 Severability. Should any part, term or provision of this Agreement is determined to be in conflict with any federal or state laws or regulations, or otherwise unenforceable or ineffectual, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS THEREOF, the Parties hereto have executed this Governing Agreement, with the intent to enter into the same, effective May 31, 2016.

Adam Friedrich,
Medina County Commissioner

Date

Patricia Geissman,
Medina County Commissioner

Date

Timothy Smith
Medina County Commissioner

Date

Ilene Shapiro
Summit County Executive

Date

Approved as to form:

Deborah Matz, Director of Law
Summit County, Ohio

Michael K. Lyons, Assistant County Prosecutor
Medina County, Ohio