

**INTERGOVERNMENTAL SUBGRANT AGREEMENT BETWEEN
SUMMIT AND MEDINA WORKFORCE AREA COUNCIL OF GOVERNMENTS
AND
SUMMIT COUNTY, OHIO**

This Agreement is made between Summit County, Ohio (“County”) on behalf of its Summit County Department of Community and Economic Development (“SCDCED”) with its offices located at 175 South Main Street, Suite 207, Akron, Ohio 44308, and the Summit and Medina Workforce Area Council of Governments (“COG”) with its offices located at 175 South Main Street, Suite 209, Akron, Ohio 44308.

WHEREAS, on or about 11/05/2021, the State of Ohio’s Department of Job and Family Services (ODJFS) issued a Request for Proposals and invited Local Workforce Areas to apply for Business Resource Network (BRN) grants for the purpose of creatively expanding Business Service teams, business outreach and engage employers with a few areas of emphasis being, to obtain business intelligence to assist employers; partner with local economic development stakeholders to provide assistance to employers; and coordinate resources across programs and funding streams to provide solutions to employees;

WHEREAS, on or about 12/06/2021, the COG, on behalf of Local Workforce Area 2, submitted an application/proposal and budget to the State of Ohio for use of the BRN funds in Summit County to provide support in order to expand the reach of business services in Local Workforce Area 2; and

WHEREAS, on or about 01/18/2022, the State of Ohio notified the COG that its application for BRN funds in the amount requested was approved and awarded to Local Workforce Area 2 for the project outlined in the proposal for the period beginning January 2022 through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, the COG and SCDCED wish to define roles and reimbursement processes for the use of the BRN grant to fund the project:

I. TERM

- a. The term of this Agreement shall be January 1, 2022 through June 30, 2023.

II. DELIVERABLES

- a. SCDCED agrees to operate an expansion program with the BRN grants funds as described in this section but, not limited to:
 - i. Adherence to the points outlined in the award letter issued by ODJFS to the SAMWA COG and attached hereto as **Exhibit “A”**, with the guidance of the Board office staff.
 - ii. Provide an employee to expand business service delivery in Summit County through the gathering of business intelligence to inform Workforce Development services.
 1. Maintain oversight of an employee who meets with companies.
 2. Manage a portfolio of business sector to be defined by SCDEDC.
 3. Work with and refer to the WIOA staff located at the OhioMeansJobs Summit County center to assist with a company’s determined workforce development needs including but, not limited to, recruitment services and exploration of any employee training needs.
 4. Agree success for this pilot will be measured by “meaningful engagement” by the number of companies visited and the workforce development outcomes which result of after meeting with SCDCED’s employee.

III. BUDGET/USE OF FUNDS/REIMBURSEMENT

Budget. The total compensation for the services to be provided under this Agreement shall not exceed One Hundred Forty-Eight Thousand One-Hundred Ninety-Three dollars and .11/100 cents (**\$148,193.11**) as outlined in the budget attached hereto as **Exhibit “B”**.

- a. *Use of Funds.* Both Parties agree that the use of grant funds under this Agreement is subject to fluctuate. Therefore, the Budget is an estimate. Both parties agree to adjust the budget as needed

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so long as the costs being reimbursed does not extend beyond the term of the grant. The funds can only be used to reimburse SCDCED for costs explicitly outlined in the budgets.

- i. Due to the timing of the award of the funds by the State, as authorized by the Executive Committee of the Local Workforce Area 2 Board, the parties to the agreement were locally awarded the ability to expend in an amount not to exceed, Fifty-Thousand dollars and .00/100 (**\$50,000.00**) for the budget outlined in **Exhibit “B”** during the first quarter of calendar year 2022 (January 1, 2022 to March 31, 2022). On or about March 31, 2022, the SAMWA COG Board is scheduled to meet and will approve the remaining balance of the grant to be expended in accordance with the grant period.
- b. *Reimbursement.* SCDCED shall submit an invoice, which a template for is attached hereto as **Exhibit “C”**, for reimbursement under the Agreement to the SAMWA COG within 15 business days following the end of each month. SCDCED shall provide with the invoice back-up documentation to include, but not limited to, receipts, mileage reports and payroll reports. SCDCED shall submit via email the invoice and back-up documentation to the SAMWA COG Executive Director for review and approval.

IV. AVAILABILITY OF FUNDS

- a. Both Parties agree that the funding could be reduced, withdrawn, or increased by ODJFS based on the availability of funds.

V. REPORTING

- a. SCDCED understands Area 2 must report to the ODJFS on a quarterly basis progress associated with implementing the grant. The report(s) will always include a financial aspect citing expenditures. Additionally, to complete the narrative portion of the report, Area 2 Board staff may request from SCDCED updates on what impact(s) the grant is specifically making on the engagement of employers.

VI. MONITORING

- a. SCDCED understands ODJFS’s monitoring system for workforce development programs may review the Area 2’s implementation of the grant under this Agreement. The Area 2 office may need to request records from SCDCED during such monitoring. The Area 2 office will notify SCDCED as soon as possible if any records are needed to assist in the State’s monitoring efforts.

XI. Subcontracting

- a. If SCDCED determines a need to subcontract in order to pilot the services that it has contracted with the COG to provide, SCDCED will enter into a written subcontracting Agreement with the subcontractor, which contains the same applicable terms, conditions, and covenants contained in the Agreement between the Parties of this Agreement. SCDCED will provide a copy of the subcontracting Agreement to the COG upon execution of such an Agreement. SCDCED shall make the subcontractor aware they shall comply with rules set forth in all relevant State of Ohio requirements utilizing state and/or federal funds, including but, not limited to auditing and monitoring requirements. SCDCED is responsible to make certain the subcontractor adheres to all state and federal requirements.

X. Miscellaneous

- a. *Special Instructions.* The COG may from time to time, provide specific written instructions and requests to SCDCED concerning the performance of the work described in this Agreement. Upon such notice SCDCED agrees to comply with such instructions and to fulfill such requests to the satisfaction of COG. The Parties understand that these instructions and requests will be made only to ensure satisfactory completion of the work described in this Agreement and are not intended to amend or alter the Agreement or any part of it.

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- b. *Assignment.* Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- c. *Notice.* Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:

County of Summit
Director, Department of Law
175 South Main Street 8th Floor
Akron, Ohio 44308

- d. *Entire Agreement, Modification and Severability.* This written Agreement represents the entire Agreement between the Parties and supersedes all previous Agreements, written and oral. This Agreement shall not be modified except in writing signed by both Parties. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Agreement which shall be severable.
- e. *Waiver.* If SCDCED fails to perform an obligation, and COG waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by COG is not effective unless it is in writing signed by COG.
- f. *Reservation of Rights.* A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
- g. *Injunctive Relief.* SCDCED acknowledges that a material breach of this Agreement would cause immediate and irreparable damage to COG, which could not be compensated adequately by monetary damages. Accordingly, SCDCED consents to the entry of appropriate injunctive relief, in addition to any damages that may be awarded, to prevent, stop, or cure any actual or threatened breach of this Agreement.
- h. *No Authority to Bind.* Neither party has the power or authority to bind the other party to contracts or other obligations.
- i. *Enforcement Costs.* SCDCED must reimburse COG all attorneys' fees and other costs that the COG reasonably incurred in any successful action to stop, cure, prevent, or obtain recovery for any actual breach of this Agreement.
- j. *Force Majeure.* Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The Parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
- k. *Confidentiality.* This Agreement is confidential between COG and SCDCED, and SCDCED agrees that none of the details connected with this Agreement will be published or disclosed to any third party without COG's written consent.
- l. *Compliance.* SCDCED agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

- m. *Non-Assignment.* SCDCED agrees to perform personally all duties and obligations imposed under the terms of this Agreement. SCDCED agrees not to assign (including by operation of law or otherwise) or delegate the performance of its duties under this Agreement without written consent from the COG. Any assignments, delegations or substitution attempted without the previous written consent of the COG will affect, at the option of COG, and cancellation of all the COG' obligations under this Agreement.
- n. *Ethics Compliance.* SCDCED agrees to comply with Ohio Ethics Laws as listed in the ORC §§ 102 and 2921 and the OAC§ 5101. By signing this Agreement, SCDCED certifies to be in compliance with these provisions.
- o. *Incident Reports.* SCDCED must immediately inform COG of any and all accidents/incidents at their site(s) or while conducting business while off premises, during program hours that involve program Participants. This includes any claims, causes of actions, made by and/or against Participants involved in the services at the SCDCED's premises. Accidents and/or incidents include, but are not limited to, Property Damages (i.e. theft, automobile accidents, trespassing), Persons (assault/battery, threats, injuries to self and/or third Parties, medical emergency, workplace violence, harassment based upon protected status, bomb and terrorism threats, violations of Title VI or VII of the Civil Rights Act of 1964), Nature (emergency evacuations, fire), and other incidents which may arise. Incident Reports submitted to COG shall be labeled "Confidential and Privileged Information.
- p. *Publicity.* SCDCED must acknowledge the COG as a funding source when publicizing a service funded in any way by COG. SCDCED shall not use the name of the COG for any commercial purpose without COG prior written consent. COG approval of SCDCED's usage for all media and any other printed publications is required. SCDCED acknowledges that the logos and taglines provided by COG shall not be altered in any form, including alternate language. Additionally, SCDCED shall submit to COG a copy of all approved publicity and release prior to the time of release.
- q. *Review by Legal Counsel.* Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.
- r. *Governing Law.* This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.

Signature Page Follows
Remainder of Page intentionally left blank

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Intending to be legally bound, the parties have signed this Agreement on the dates indicated next to their respective signatures.

SUMMIT COUNTY, OHIO

Ilene Shapiro Date
County Executive

**SUMMIT AND MEDINA
WORKFORCE DEVELOPMENT BOARD**

Jessica Heid Date
Chair

APPROVED AS TO FORM:

Deborah S. Matz Date
Summit County, Director of Law
Legal Counsel to the SAMWA COG

EXHIBIT "A"

January 18, 2022

Christine Marshall, Director
Summit & Medina Area Council of Government
191 S. Main Street
Akron, OH 44308

Dear Director Marshall,

Thank you for Area 2's application for the Business Resource Network (BRN) Subgrant Funds. The purpose and spirit of this funding is to creatively expand business service teams, business outreach and employer engagement. As we continue to navigate through the pandemic, we are learning and embracing additional ways to engage employers.

At this time, your request of \$419,158.50 is approved.

Local Workforce Development Area (LWDA) expenditure of funds is authorized under the Workforce Innovation and Opportunity Act (WIOA) Subgrant Agreement. Expenditures must be made in accordance with the federal grant terms and conditions, and with all applicable federal, state, and local laws, regulations, and policies—including, but not limited to the WIOA and the corresponding federal regulations; Federal Uniform Guidance and Cost Principles; and Ohio Revised Code (ORC) Chapters 330 and 6301). Specifically, the following:

1. Outreach to local businesses is the primary resource that will help drive success. Promotion of your services are essential. However, outreach is different than advertising/marketing. Outreach has a very specific, targeted and identified audience. Advertising/marketing is a general pitch that is geared to a more undefined audience. The U.S. Department of Labor requires these funds be used for outreach only. Promotional items and memorabilia, including models, gifts, and souvenirs are unallowable. 2 CFR § 200.421
2. Youth and adults that receive direct services with BRN funds are subject to the same eligibility requirements that apply to WIOA Title I services provided by local areas. Youth that receive direct services are also subject to the 75 percent out-of-school youth expenditure requirement. 20 CFR § 681.410
3. BRN funds must not be spent on employment generating activities, capitalization of businesses, investment in contract bidding resource centers, economic development activities, or similar activities, unless they are directly related to training for eligible individuals. 20 CFR § 683.245

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Due to SFY appropriation limits, the Office of Workforce Development (OWD) will send two-thirds of your award in January 2022 and the remaining third in July 2022. Your LWDA must make plans to spend the entire award by June 2023, as there is no liquidation period. The expenditure requirements will be calculated using the entire award and not just the amount within CFIS.

Please also note these considerations from the initial memo sent out November 8, 2021:

1. OWD will hold quarterly review meetings with each LWDA to ensure spending levels are on track to expend 100% of requested funds by the end of June 30, 2023.
2. The BRN subgrant will contain the following obligation requirements:
 - a. 25% of funds must be obligated by May 31, 2022.
 - b. 50% of funds must be obligated by September 30, 2022.
 - c. 75% of funds must be obligated by January 30, 2023.
 - d. An obligation is defined as a commitment to pay a third party based on an underlying contract. If the obligation is probable and the amount can be determined, then it is recorded in an entity's accounting records as a liability.
 - e. If the LWDA does not meet these obligation requirements, OWD reserves the right to pull back unspent funds.

We look forward to seeing your business team grow and make an impact on your local community. If you have any further questions please contact Breeyn Handberg, WIOA Adult/DW/Rapid Response Program Administrator, at Breeyn.Handberg@jfs.ohio.gov or Scott France, Financial Manager, at Scott.France@jfs.ohio.gov.

Thank you,

Elizabeth Brannigan

Elizabeth Brannigan, Deputy Director
Office of Workforce Development

Cc: Julie Wirt, Assistant Deputy Director
Coretta Pettway, Assistant Deputy Director
Scott France, Financial Manager
Jay Mendoza, Chief, Workforce Administration
Breeyn Handberg, Administrator, WIOA Adult/DW/Rapid Response

EXHIBIT "B"

Initial	Revision # _____
	Date: _____
	By: _____
SAMWACOG use only	

TJ 3/11/22

Initial Approval Date: _____
Revision #1 Date: _____
Revision #2 Date: _____
Revision #3 Date: _____

Summit & Medina Workforce Area Council of Governments
WIOA Actual Cost Budget

Contract Period: _____ 1/1/2022 to _____ 6/30/2023

Agency Name: Summit County
 Community and
 Economic Development **Select County:** _____ **Summit**

Select Budget Type (circle): ODJFS BRN Grant

Contact Person: Bryan Herschel **Contact Phone #:** 330-643-2533

E-mail address: bherschel@summitoh.net

SAMWA COG BUDGET
BUDGET FORM A

COST CATEGORIES		BUDGET AMOUNT
Staff Salaries (Direct)	(Form B)	\$ 122,630.90
Operating Costs	(Form C)	\$ 13,700.00
Subcontractor Services	(Form D)	\$ -
Total Direct Program Costs		\$ 136,330.90
* Indirect Costs	8.70% (Form E)	\$ 11,862.21
Total Proposed Budget		\$ 148,193.11

NOTE:
 These values will populate from the other sheets.

* Indirect costs cannot exceed 10% of the Total Direct Program Costs unless your agency has a Negotiated Federal Rate (attach a copy).

Request for a Revised Budget

Please list the changes to your budget per line item and the reason for the request.	
Change (increase or decrease)	Reason

Agency Name: Summit Co. Community & Economic Development

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BUDGET FORM B															
STAFF COSTS (SALARIES & BENEFITS)															
Detailed staff listing - enter data for each person charged to this contract.							Enter the % of salaries where applicable. Enter "0" where not applicable.								
							0.00%	0.00%	0.00%	1.45%	14.00%	0.00%	1.00%		
Position Title	Position Filled By *	Rate of Pay per Hour	Hours per Week	Number of Weeks	Total Salaries	SUTA	FUTA	SS	Medicare	Pension Plan	Health Insurance	Workers Comp	Total Benefits	Total Cost	
Economic Development Coordinitor		\$29.50	40	70	\$ 82,600.00	\$ -	\$ -	\$ -	\$ 1,197.70	\$ 11,564.00	\$ 26,443.20	\$ 826.00	\$ 40,030.90	\$ 122,630.90	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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Totals					\$ 82,600.00	\$ -	\$ -	\$ -	\$ 1,197.70	\$ 11,564.00	\$ 26,443.20	\$ 826.00	\$ 40,030.90	\$ 122,630.90	

*If position is not filled write "Vacant"

SUTA = State Unemployment Tax
 FUTA = Federal Unemployment Tax

Note: Do not include equipment, bus passes, gas cards, supportive services and/or incentives without prior approval.

**BUDGET FORM C
OPERATING COSTS, MATERIALS & SUPPLIES**

Description of Item	Quantity	Price	Total
Travel			\$ 6,000.00
Supplies			\$ 1,200.00
Training			\$ 4,000.00
Equipment			\$ 2,500.00
			\$ -
			\$ -
TOTAL			\$ 13,700.00

**BUDGET FORM D
SUBCONTRACTOR SERVICES**

Description of Item/Service	Name of Subcontractor	Quantity	Price	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL				\$ -

**BUDGET FORM E
INDIRECT COSTS APPLICABLE TO THIS CONTRACT**

Indirect Cost Instructions:

Direct staff program costs - Enter the annual direct staff costs for services provided by the program from **Form B**

Direct agency staff total costs - Enter the agency direct staff costs for all services provided by the agency and provide supporting documentation

Percent of indirect costs applicable to contract - Divide direct staff program costs by agency total direct staff cost to determine the percentage of costs applicable to this contracted services(s).

Indirect cost pool - Enter the total indirect cost, as defined in the Budget Guidelines, excluding any direct service cost. Supporting documentation substantiating development of the agency's indirect cost pool must be attached.

Indirect cost for services - Multiply indirect cost pool by percent of indirect costs applicable to service(s).

Attach documentation detailing the indirect cost calculation if using another method than described above.

Indirect costs cannot exceed 10% of the Total Direct Program Costs unless your agency has a Negotiated Federal Rate (attach a copy).

PROGRAM DIRECT STAFF COST	AGENCY DIRECT STAFF TOTAL COSTS	PERCENT DIRECT COST APPLICABLE TO CONTRACT	INDIRECT POOL COST	INDIRECT COST FOR CONTRACTED SERVICE
		#DIV/0!		\$ 11,862.21

Agency Name: Summit Co. Community & Economic Development			Page 4
<u>NARRATIVE</u>			
Item	Amount Requested (WIOA Funding)	Other Funding	Total Cost
Staff Costs (Salaries & Benefits)			
Economic Developer Coordinator - under general direction coordinates and assists the implementation of the County's Economic Development Business Retention Expansion practices, which includes introduction to the public workforce system's available employee attraction services. This employee hired under the BRN grant will manage and grow the "scale-up" companies portfolio.	\$ 122,630.90		\$ 122,630.90
Total Staff Costs			\$ 122,630.90
Operating Costs, Supplies, and Materials			
Travel expenses include mileage incurred while visiting businesses or other work related meetings and is factored at current IRS allowable rate.			\$ 6,000.00
Supplies expense includes general office supplies			\$ 1,200.00
Training expenses include professional development courses the employee may attend			\$ 4,000.00
Equipment expense is for the purchase of a computer			\$ 2,500.00
Total Operating Costs			\$ 13,700.00
Subcontractor Services			
Total Subcontractor Services Costs			\$ -
Indirect Costs - Attach Additional Documentation			
SCDCED oversight costs to administer the grant project			\$ 11,862.21
Total Indirect Costs			\$ 11,862.21
Total Budget			\$ 148,193.11

EXHIBIT “C”

COST REIMBURSEMENT

PROVIDER MONTHLY EXPENSE REPORT & INVOICE

SECTION I:		INVOICE PERIOD:		
PROVIDER'S NAME AND ADDRESS:		PROVIDER'S TELEPHONE NUMBER:		
		CONTRACT TYPE: Cost Reimbursement		
PROVIDER'S SIGNATURE:		DATE:		
SECTION II:				
COST CATEGORY	BUDGET	CURRENT MO. EXPENSES	CUMULATIVE YTD EXPENSES	BALANCE AVAILABLE
Direct Salaries Cost				
Direct Salaries	\$ -	\$ -	\$ -	\$ -
Direct Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Operating Costs				
Payroll Processing	\$ -	\$ -	\$ -	\$ -
Staff Training	\$ -	\$ -	\$ -	\$ -
Mileage	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -
Computer Supplies	\$ -	\$ -	\$ -	\$ -
Computer Repair & Maint	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Equipment Maint - copier, fax	\$ -	\$ -	\$ -	\$ -
Occupancy Cost (rent or lease)	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -
Other Utilities	\$ -	\$ -	\$ -	\$ -
Indirect Costs				
Indirect Costs	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Miscellaneous				
	\$ -	\$ -	\$ -	\$ -
TOTAL FOR ALL CATEGORIES	\$ -	\$ -	\$ -	\$ -

DOCUMENTATION - SUCH AS COPIES OF PAYROLL REPORTS, INVOICES AND RECEIPTS - MUST BE SUBMITTED WITH EACH MONTHLY INVOICE TO VERIFY EACH EXPENSE THAT YOU ARE EXPECTING REIMBURSEMENT FOR.