

AREA 20/21 INTERGOVERNMENTAL AGREEMENT

The following agreement sets forth the terms and conditions by which the parties will jointly operate a Workforce Development Area known as Area 20. The agreement is effective July 1, 2016, and replaces and supersedes all previous agreements between the counties in Area 20 governing implementation of the Workforce Innovation and Opportunity Act (WIOA).

Local Elected Officials

As referenced herein, the parties to this agreement are the respective Boards of County Commissioners for Vinton, Ross, Pickaway, Hocking and Fairfield counties, and are alternately referred to as Local Elected Officials (LEO's). The purpose of entering into this agreement is to formalize and define the terms under which the parties will jointly fund and administer Area 20, and how the LEO's will relate to the administrative entity which is authorized to enact the strategic plan of the local Workforce Development Board (WDB). The LEO's empower the Chief Elected Official (CEO) from either Fairfield County or Ross County with signatory authority as the CEO for Area 20.

Workforce Development Board

The respective LEO's will appoint a WDB chaired by a Business Representative and comprised of at least 51% representation from the business community. Mandated partners shall include: 2 representatives from adult education and literacy; 1 representative of higher education; 2 representatives from organized labor; 3 representatives that are community based; 1 representative from Economic Development; 1 representative of state employment services; 1 representative of rehabilitation services; and others as mandated by law. The LEO's will appoint individuals residing or employed in their respective county except for the representatives of state employment services and rehabilitation services, which are appointed by the state. Each of the three largest counties in Area 20 (Fairfield, Pickaway, Ross counties) will maintain 5 members of the Board while Hocking and Vinton counties will each retain 3 members of the Board. Board members will be appointed to a three-year term with an option for renewal.

The WDB will establish by-laws and develop a system of rules for conducting WDB affairs that is efficient and promotes the principles of the WIOA. Board members who fail to attend meetings, demonstrate lack of interest or become unable to fulfill the commitment of the appointment to the WDB will be replaced by the appointing LEO's, upon the consultation with the WDB and Workforce Development Agencies.

The purpose of the WDB shall be to oversee the strategic planning for workforce development in the area, and to submit periodic required plans in compliance with state and federal regulations. In addition, in an advisory capacity, the WDB shall assist the LEO's in overseeing the CDJFS's (County Department of Job and Family Services) who are authorized to expend and account for public funds intended for workforce development activities. Nothing herein removes fiscal authority and ultimate administrative responsibility from the LEO's of the respective counties.

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Funding

Workforce development activities in each county comprising Area 20 will be funded by allocations originating with either the federal or state governments and paid to the county by the Ohio Department of Job & Family Services or other appropriate entity. The LEO's in each county may also choose to allocate funding from local resources for the administration and operation of workforce development activities in their county.

Each county's LEO and CDJFS shall retain control of all funding allocated for their county. Each county LEO may, however, via the CDJFS, reach agreements with the other counties comprising Area 20 to share federal or state funding. Those agreements will be in the form of written memorandums of understanding executed by the Directors of the CDJFS's, and will be governed by appropriate statute and regulation.

Liability

Acting as fiscal agent for their respective county, the CDJFS's will each assume fiscal liability for WIOA and TANF funds processed through their normal accounting procedures which may ultimately be determined through audit to have been misspent funds. Those fiscal penalties which may be ascribed to nonperformance of the joint three-county South Central Job and Family Services' area (Hocking, Vinton, and Ross counties) will be divided equally.

Performance Accountability

Measure of performance will be negotiated by Area 20 with the State of Ohio; the measurement of performance will occur on a county basis. Responsibility for monitoring individual county performance remains with the respective counties under general oversight of the WDB. Performance accountability is of significant importance to Area 20. The CDJS directors shall assure the WDB that quality improvement plans are implemented when required by the Ohio Department of Job & Family Services, the United States Department of Labor, or other agencies charged with oversight of workforce development activities.

Ohio Means Jobs Center

The LEO's, in consultation with the WDB, designate the local Ohio Means Jobs Center to assure that required Ohio Means Jobs services are available in Area 20. Fairfield County shall be the Comprehensive Ohio Means Jobs Center for the purposes of this agreement.

Dispute Resolution

The LEO's will meet to resolve any disputes arising over the terms or conditions of this intergovernmental agreement. Disputes not resolved by mutual agreement may be referred to a mediator to which both parties agree. The WDB will develop its own dispute resolution process, which may include the LEO's in the process.

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Settlement of Fiscal Issues upon Termination of this Agreement

At such time that this agreement is terminated by the action of one or more of the parties, representatives of the parties shall meet within 15 days of such notification to terminate in order to determine outstanding issues (if any) of fiscal liability or other matters which may arise. If mutual agreement to these matters cannot be resolved through mutual agreement, the parties will mutually appoint a mediator to assist in the dispute resolution process.

Duration of Agreement

This agreement will remain in effect until such time that the parties mutually agree to amend its terms. Any party to this agreement may initiate a termination of this agreement at any time by providing a minimum of 30 days written notice to the other parties.

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SIGNATURE PAGE

This agreement is accepted by the parties:

For Fairfield County

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

For Hocking County:

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

For Pickaway County:

Harold Henson

County Commissioner

6-28-16

Date

[Signature]

County Commissioner

6/28/16

Date

[Signature]

County Commissioner

6.28.16

Date

AREA 20/21 INTERGOVERNMENTAL AGREEMENT

For Ross County

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

For Vinton County

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date