

Area 7 Consortium of Chief Elected Officials
Intergovernmental Agreement

AMENDED AND RESTATED INTERGOVERNMENTAL CONSORTIUM AGREEMENT
BY AND AMONG THE COUNTIES OF

THIS IS AN AMENDMENT TO THE INTERGOVERNMENTAL CONSORTIUM AGREEMENT (the "Agreement"), entered into on November 21, 2003 by the Counties of

Allen, Ashland, Champaign, Clark, Clermont, Clinton, Coshocton, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Fulton, Gallia, Greene, Guernsey, Hancock, Henry, Highland, Holmes, Huron, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Pickaway, Preble, Putnam, Ross, Sandusky, Seneca, Shelby, Union, Wayne, Williams, Wood, and Wyandot;

and, since 2007, and consistent with state approval, is now comprised of the Counties of

Allen, Ashland, Champaign, Clark, Clinton, Coshocton, Darke, Defiance, Delaware, Erie, Fayette, Fulton, Gallia, Greene, Guernsey, Hancock, Henry, Highland, Holmes, Huron, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Preble, Putnam, Sandusky, Seneca, Shelby, Union, Wayne, Williams, Wood, and Wyandot;

which collectively constitute the Area 7, a local workforce investment area under the Workforce Investment Act of 1998 (hereinafter "WIA") and a workforce development area under the Workforce Innovation and Opportunity Act of 2014 (hereinafter "WIOA").

WITNESSETH

WHEREAS, each of the Counties of Ohio Local Area 7 entered into the Agreement in order to form the Local Area 7 under WIA and implement a local workforce system for Local Area 7; and

WHEREAS, since 2007, the Counties of

Allen, Ashland, Champaign, Clark, Clinton, Coshocton, Darke, Defiance, Delaware, Erie, Fayette, Fulton, Gallia, Greene, Guernsey, Hancock, Henry, Highland, Holmes, Huron, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Preble, Putnam, Sandusky, Seneca, Shelby, Union, Wayne, Williams, Wood, and Wyandot;

have continued this Agreement and served as the units of government comprising the Workforce Investment Area known as Area 7;

WHEREAS, on July 14, 2014 the United States Congress enacted WIOA, which replaced WIA; and

WHEREAS, WIOA requires chief local elected officials to reaffirm their intent to continue as a local workforce area and to seek designation as a workforce area from the State of Ohio (the "State"); and

WHEREAS, each of the Counties desires to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to their constituents by reaffirming their desire to remain a member of the consortium (the "Consortium") created pursuant to the Agreement and which additionally constitutes the Local Area;

NOW THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and understand as follows:

ARTICLE I
AMENDMENT PURPOSE

It is the purpose of this Amendment to reaffirm and restate the duties, powers, and obligations of the Consortium of Local Area 7 under the prior Agreement, in order to be in compliance with WIOA.

ARTICLE II
PARTIES TO THIS AMENDMENT AND INTENT OF THE PARTIES

- a) Each County that is a Party to this Amendment shall be represented by its chief elected official or an elected official who has been appointed to represent their County on the Consortium who shall be their chief elected official for purposes of WIOA. Further, each County which is a party to this Amendment has the constitutional and/or statutory power pursuant to the Ohio Revised Code to execute this Amendment, as evidenced by the signature of the elected official representing each County, which is affixed to the execution pages of this Amendment.
- b) The Parties agree that upon its execution by each Party, this Amendment shall be effective as of July 1, 2015, and that upon such execution and on and after July 1, 2015, the term "Agreement" shall mean and refer to the Agreement as amended and restated by this Amendment. The Parties also agree that the Agreement as so amended and restated shall constitute an "agreement" pursuant to WIOA Section 107(c)(1)(B).

ARTICLE III
TERM

- a) The Agreement shall be effective as of July 1, 2015, and shall automatically renew on each subsequent July 1st for successive one-year terms.
- b) Any County may withdraw from the Consortium by giving written notice to the other Counties, at least ninety (90) days prior to the end of a program year, as defined by WIOA, for receipt of federal workforce funds. If any County withdraws from the Consortium, the Agreement shall be modified to reflect the withdrawal of such County and shall continue as to the other Counties. The pertinent County shall remain liable for its pro-rata share of obligations under the Agreement prior to the effective date of such County's withdrawal.

ARTICLE IV
ORGANIZATION

a) Consortium Membership and WIOA Chief Elected Official Designation

- i. Each representative of a consortium member county shall be either: (a) the chief elected official of his or her respective county; or (b) an elected official designated by such county's governing body to serve as such county's "Chief Elected Official" for the purposes required under WIOA.
- ii. The Chairperson of the Consortium (as hereinafter described) shall serve as the "Chief Local Elected Official" of the Local Area for all WIOA purposes during his or her term of office.

b) Officers of the Consortium, Election of the Officers and Creation of a Council of Elected Officials to Act on Behalf of the Consortium for the Purpose of Conducting WIOA and WIOA-Related Business

- i. The Officers of the Consortium (the "Officers") shall be a Chairperson and a Vice Chairperson. The Officers shall be elected by the Council of Elected Officials (as hereinafter defined) from among the Representatives of the member counties, and shall serve for a two-year term beginning January 1 of every even-numbered year. Elections shall be held once every two years following July 1, 2015 in December of each odd-numbered year.
- ii. The term of office of the initial Officers described in Section (b)(i) above shall begin on the Effective Date and shall extend through December 31, 2017.
- iii. In order to be able to conduct its business in an efficient and effective manner the Consortium recognizes that it may be a challenge to assemble a majority of the Consortium for meetings as required to execute the duties of the chief local elected officials, in a manner that accommodates all forty-three counties. To that effect, the Consortium shall designate Representatives of nine (9) of its member counties to serve as the Council of Elected Officials (the "Council"), for purposes of conducting business on behalf of the Consortium following the execution of this Amendment and appointment of the initial Officers.
- iv. The Chairperson and the Vice Chairperson of the Consortium shall also serve as the Chairperson and Vice Chairperson of the Council.
- v. Council members shall serve until replaced. If any Council member wishes to resign from the Council, such member shall provide written notice of such resignation to the Chairperson. Upon receipt of such notice, the Chairperson shall solicit for a replacement to the Council from the Consortium; alternatively, the Chairperson may nominate such replacement. In either case, the Council shall elect such replacement member at its next regular meeting, by a simple majority vote of a quorum.
- vi. If the Chairperson or Vice Chairperson resigns during their term of office on the consortium or if they cease to represent the County member of the consortium, a special election shall be held to fill the vacancy.

c) Duties of the Chairperson

- i. The Chairperson shall call regular and special meetings of the Consortium and the Council. The Chairperson shall have the right to vote on all matters which may come before the Consortium and the Council.
- ii. The Chairperson shall be a member of all Council committees, and may vote on all matters which may come before the Consortium and the Council.
- iii. The Chairperson shall appoint all members of the Area 7 local workforce development board.

d) Duties of the Vice Chairperson

- i. At the request of the Chairperson or in the absence of the Chairperson, or during the Chairperson's inability to act, the Vice Chairperson shall assume the powers and duties of the Chairperson.
- ii. The Vice Chairperson shall have such other powers and perform such other duties as may be assigned to him/her by the Chairperson.

e) Committees

- i. The Council may establish such standing, special, ad hoc and advisory committees as it shall deem appropriate.
- ii. In establishing any such committee hereunder, the Council shall specify the purpose and responsibilities of such committee.
- iii. The Chairperson shall appoint and reappoint the members of any such committees from among the elected officials constituting the Consortium or the Council, and shall designate the chairperson thereof and fill vacancies thereon. Any representative member of the Consortium, whether or not a member of the Council may serve on any committee of the Council. Any committee established by the Council may be terminated by the Council at any time.

f) Full Consortium Meetings and Quorum Requirements

- i. Regular Meetings – The Consortium shall hold at least one (1) regularly-scheduled public meeting each calendar year. At least once a year any WIOA business requiring approval by the Consortium of Chief Local Elected Officials shall be presented along with a report on the program performance and presentation of the annual audit. This meeting shall constitute the Annual Business Meeting of the Consortium and shall be held no later than December 31st of each year.
- ii. Special Meetings – Special meetings may be called by the Chairperson or upon by petition to the Chairperson signed by at least 20% of the members. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof, and shall be distributed to members not less than ten (10) calendar days before such meeting. No business, except as stated in the notice, shall be transacted at a special meeting unless by consent of two-thirds (2/3) of the members present.

- iii. Meeting Location – The location of meetings shall be chosen at the discretion of the Chairperson, upon consideration of cost effectiveness and centrally located convenience for the Consortium members.
 - iv. Call of Meeting – Each Consortium member shall be sent notices of meetings in writing, which may include any manner of electronic means, postmarked at least five (5) days before the meeting date. The notices shall include the place and time of the meeting and an agenda for the meeting. Any matter not included in the agenda shall not be acted upon at such meeting other than routine ministerial and administrative matters, unless the addition of such matter to the Agenda is approved by a simple majority of the member elected officials present following the establishment of a quorum. Notice of all meetings shall comply with Ohio Revised Code Section 121.22 (Ohio Sunshine Law).
 - v. Minutes – Minutes of the Consortium meetings and other official actions shall be of public record.
 - vi. Conduct – The Consortium shall follow Robert’s Rules of Order for the conduct of meetings of the organization.
 - vii. Open Meetings – Meetings shall be noticed and declared public meetings, open to the public, in accordance with the Ohio Revised Code and federal law.
 - viii. Quorum – For conducting the Consortium's business, any nine (9) members shall be considered a quorum and a majority vote of the quorum shall be sufficient to move an item of business.
 - ix. Participation – To the extent allowed by the Ohio Revised Code, elected officials comprising the Consortium may participate in meetings of the Consortium via a call-in number or such other technological aid as may be approved by the Legislature. However, Representatives shall make every effort to attend in person.
 - x. Voting – Each elected official representing a member county on the consortium shall be entitled to a vote at meetings of the Consortium.
 - xi. Proxies – Neither proxies nor alternates shall be allowed.
- g) Council Meetings
- i. Regular Meetings – Regular meetings of the Council shall be held a minimum of four (4) times a year, so as to at a minimum approve the annual budget, approve or terminate the selection of the one-stop operator, approve the four year plan and amendments to the plan, and approve on behalf of the Consortium any contract, Memorandum of Understanding, or other agreement as required by the State or other applicable authority, including without limitation any Memorandum of Understanding between one-stop partners including the core partners and to approve any agreements regarding core partner contributions to the infrastructure of the local one-stop system.

- ii. Selection of Chairperson and Vice Chairperson – The Council shall meet biennially in December of odd numbered years in order to vote on the selection of the Chairperson and the Vice Chairperson. Vacancies of such Officers may be filled at any regular or special meeting of the Council.
 - iii. Special Meetings – Special meetings may be called by the Chairperson or by petition to the Chairperson of the Council by a petition of a majority of the full Council membership.
 - iv. Call of Meeting – Notice of meetings of the Council shall be sent to the Council and to each Consortium member, so that they will know that a meeting is being held and the Agenda for that meeting, in writing, which may include electronic communications, at least five (5) days before the meeting date. Notice shall include the place and time of the meeting and the meeting agenda. Non agenda matters may be presented at a meeting of the Council, so long as approved by a simple majority of a quorum present at the meeting.
 - v. Minutes – Minutes shall be kept of all Council meetings and shall constitute a public record.
 - vi. Conduct – The Council shall follow Robert’s Rules of Order for the conduct of meetings of the organization when a question arises regarding motions presented for a vote at a regularly scheduled meeting.
 - vii. Open Meetings – Meetings shall be noticed and declared public meetings, open to the public, in accordance with Ohio State Statutes and federal law.
 - viii. Quorum – Five (5) members of the Council shall constitute a quorum for conducting the Council's business, and a majority vote of the quorum shall be sufficient to move an item of business. Once a quorum is present for a meeting, such quorum shall be deemed to be present until such meeting is adjourned.
 - ix. Committee Membership – Should the Council appoint any committees, three (3) Council Members shall be required in order to conduct committee business and a majority vote of 2 of the minimum of three members shall be sufficient to move any item on a committee agenda
 - x. Participation – To the extent allowed by the Ohio Revised Code, Council members may participate in meetings of the Council via a call-in number or such other technological aid as may be approved by the Legislature. However members shall make every effort to attend in person.
 - xi. Voting – Each Council member shall be entitled to a vote at meetings of the Council.
 - xii. Proxies – There shall be no proxy or alternate votes at meetings of the Council.
- h) Grant Recipient and Sub-Grant Recipient Designation
- i. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the federal and state grants and/or

- appropriations. In addition, the Consortium or its designee is authorized to accept any other grants in aid or assistance, funds from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of donations, grants, or bequests whether it be in the form of tangible or intangible property.
- ii. The Consortium shall be the Grant Recipient of record for purposes of receipt of federal WIOA funds.
 - iii. The Consortium designates Montgomery County to be the sub-grant recipient / Fiscal Agent for purposes of receipt of federal WIOA funds.
 - iv. The Consortium designates Clark State Community College to be the administrative entity and to manage the Board budget.
 - v. The Consortium designates the workforce development board they appoint to select an Executive Director, who shall be employed by Clark State Community College and shall be responsible for and shall supervise the administrative staff that provides support to the Consortium, the Council and the Workforce Development Board. The Executive Director shall assure staff carries out the policies of the Consortium, and Council, produce required reports for its review and approval, and provide such other services as may be necessary for the Consortium, Council and Workforce Board to carry out their respective business.
- i) Appointment of Workforce Board Members
- i. The Chair of the Council shall appoint the Workforce Development Board, which shall meet the membership requirements of WIOA Sections 107(b) and which shall meet the criteria established by the Governor and the State Board pursuant to Section 107 (b)(1) of WIOA.
 - ii. A majority of members of the Workforce Board shall be business representatives who are owners, chief executive or operating officers, or other business executives, or employers with optimum policymaking or hiring authority.
 - A. Appointments of business representatives to the Workforce Board shall be made from nominations received by the Consortium from among individuals nominated by local business organizations and business trade associations.
 - B. Business representatives shall include small businesses, or organizations representing businesses, that provide employment opportunities in the local area in in-demand industry sectors or occupations (as defined in WIOA section 3(23)).
 - iii. Not less than 20 percent of the members of the Workforce Development Board shall be workforce representatives which include (a) two or more representatives of labor, (b) one or more representatives of a joint labor- management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization.

- A. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation shall be appointed, if one exists.
 - B. Labor organization representatives must be appointed from among individuals who have been nominated by local labor federations. Pursuant to WIOA the Council shall establish a formal policy to facilitate these nominations which shall be communicated to local labor federations.
 - C. Following the appointment of a minimum of the three required labor / worker representatives the Council may appoint the balance of the members necessary to constitute the required 20 percent in this category from representatives of community-based organizations that (a) have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or (b) provide or support competitive integrated employment for individuals with disabilities; or (c) represent organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of WIOA eligible youth, including representatives of organizations that serve out-of-school youth, including representatives of organizations serving out-of-school youth.
- iv. The Council shall appoint representatives of entities administering education and training activities in the local workforce area who shall include:
- A. A representative of eligible providers administering adult education and literacy activities under title II. If there is more than one, or multiple institutions of higher education providers in the Local Area the Council shall solicit nominations from the providers and/or institutions of higher education providing adult literacy.
 - B. A representative of institutions of higher education providing workforce investment activities such as community colleges
- v. The Council may include the appointment of representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.
- vi. The Council shall appoint representatives of governmental and economic and community development entities serving the local area which shall include:
- A. A representative of economic and community development entities
 - B. An appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area
 - C. An appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area

- vii. The Council may appoint representatives of agencies or entities administering programs serving Local Area 7 relating to transportation, housing, public assistance and representatives of philanthropic organizations serving the Local Area.
- viii. The Council may appoint such other individuals or representatives of entities as the Council deems appropriate.
- ix. Representatives appointed by the Council shall have "optimum policy-making authority", such that they can be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- x. Appointees to the Workforce Development Board may represent more than one category of membership, however, each such appointee shall only have one vote per issue.
- xi. All Workforce Development Board members shall be appointed by a majority of the seated members of the Council. The Council may appoint a nominating committee or may request that the Workforce Development Board appoint a nominating committee to make recommendations to the Council, as described in the Notice of Proposed Rule Making for WIOA, and hereafter as per any Final Rule under WIOA.
- xii. All appointments shall be subject to the local board appointment and certification criteria established by the Governor and or the Legislature.
- xiii. Workforce Board Member Terms
 - A. The Council shall appoint the members of the Workforce Board for two-year staggered terms. Members may be reappointed at the pleasure of the Council.
 - B. To the extent that any Workforce Board member or members constitutes a necessary membership position for the purpose of WIOA compliance, such member or members shall continue in such positions once their terms have expired, until their term is renewed or a new member has been appointed to their seat.
 - C. The Council shall fill vacancies on the Workforce Board within a reasonable time period, which is defined as the period between the date of resignation or removal of a workforce board member and the date of the second subsequent regularly scheduled Council meeting, not to exceed two full quarters.
 - 1. The Area 7 Executive Director shall inform the Council Chair of a vacancy on the board, regardless of the cause.
 - 2. The Area 7 Workforce Development Board may assemble an ad hoc nomination committee to make recommendations for appointment to the Council, and/or the Area Executive Director may solicit nominations to the workforce development board as directed by the Council, the Council Chair or the workforce development board Chair.
 - 3. Upon agreement of the Council Chair the names of individuals recommended for appointment shall be submitted to the appropriate nomination body, required to

make a nomination for the category of membership in which the vacancy exists, as identified in the Workforce Innovation and Opportunity Act §107(b)(2) and further described in US DOL TEGL 27-14 Attachment III

4. Upon receipt of the nominations from the appropriate nominations body, the Area 7 Executive Director shall submit nominations to the Council Chair who, after consultation with the Council members, shall make the appointments.
 5. The member appointed shall fulfill the term of the member whose separation from the Workforce Board resulted in the vacancy.
 6. Documentation to support the nomination/selection process, shall consist of minutes of the nominations committee, as appropriate, or written communications of recommendations for nominations, correspondence from the nominating organizations and correspondence from the Chair of the Council with the names of the appointees. Documentation may be in the form of minutes, e-mail, letters or memos.
- D. The Council Chairperson may remove a Workforce Board member and reappoint someone to the seat vacated as a result of the removal at any time that the Chairperson becomes aware:
1. That a Workforce Board member has had more than 3 unexcused absences, or
 2. That an appointed Workforce Board member ceases to represent the category of membership to which they were appointed, or
 3. That a Workforce Board member has resigned, is unable to finish their term because of health reasons, death, or resignation, or
 4. That a Workforce Board Member has committed an act of moral turpitude
- E. Appointments to the Workforce Board upon the expiration of a member's term.
1. Sixty days prior to the expiration of Workforce Board members' terms, the Area 7 Executive Director shall determine whether the member wishes to continue to serve on the workforce board.
 2. The Council Chair may reappoint any member that continues to meet the category of membership they were appointed to fill.
 3. A vacancy resulting as a result of an expired term shall be filled in the same manner as that of a member that has resigned, been removed, or who fails to meet their category of membership.
- F. So long as the majority private sector and 20% workforce ratio is maintained the Council Chair may appoint other appropriate members in accordance with WIOA § 107 (2)(C).

ARTICLE V

POWERS DELEGATED TO THE CONSORTIUM, AND THE COUNCIL, AND
THE COUNCIL TOGETHER WITH THE APPOINTED WORKFORCE BOARD

- a) The Council shall appoint the members of the Workforce Board in accordance with State and WIOA criteria.
- b) The Council shall be responsible for requesting Local Area designation as appropriate and timely,
- c) In addition to the provisions herein contained the Council may create by-laws with respect to the Workforce Board appointment process that are aligned with the nominations process described above.
- d) The Council has identified Montgomery County as the entity which shall be responsible for disbursing grant funds.
- e) The members of the Consortium shall be liable for the WIOA funds in proportion to the population in their respective County. However in accordance with General Provisions sections (a) and (b) the Workforce Board shall purchase insurance as described therein to limit the Consortium members' liability, to the extent allowed by law.
- f) The Council, pursuant to state and federal legislation regarding workforce development systems and funding, shall oversee policy decisions and activities of the sub-grant recipient and Administrative Entity/ Fiscal Agent, including the following:
 - i. The power to contract with the Workforce Board.
 - ii. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with applicable federal legislation, as well as oversight and monitoring, which shall include receiving performance reports from the Workforce Board.
 - iii. The acceptance of grants, donations or other types of financial assistance as allowed by law.
 - iv. The manner in which any program income, fee for services or surplus funds may be expended and shall be reported.
 - v. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Council.
 - vi. The development of policies and procedures and/or administrative rules to effectively carry out the Council's policies and decisions so long as they do not conflict with federal and state rules and regulations, or impinge upon powers granted to the Workforce Board.
 - vii. To amend the Consortium Agreement with respect to any of the powers delegated to the Council except as affects the liability of the Consortium members.
- g) To the extent not delegated to and pursuant to an agreement with the Workforce Board, as required by WIOA, the Council shall consult with the Governor on:

- i. The reorganization or decertification of the Workforce Board
 - ii. The designation of local areas
 - iii. The designation of regions
 - iv. The establishment and operation of the fiscal and management accountability information system
 - v. Criteria for certifying one-stop centers
 - vi. Equitable and stable infrastructure funding for the one stop system
 - vii. The local allocation formula for adult, dislocated worker and youth funds
 - viii. Requests for waivers of statutory and regulatory requirements under WIOA
- h) The Council shall make the following information and or documents available to the public including through the inclusion of the information on the website of the Workforce Board:
- i. Workforce Board membership and member affiliation;
 - ii. Meeting minutes;
 - iii. The four year plan and modifications to the plan prior to their submission to the State of Ohio;
 - iv. The designation and certification of one-stop operators;
 - v. The process and selection of one-stop operators;
 - vi. The award of contracts to providers; and
 - vii. The process and decision to allow the Workforce Board to serve as the one-stop operator.
- i) The Council, together with the Workforce Board, shall:
- i. Approve non mandatory one-stop partners;
 - ii. Comment on the State Plan;
 - iii. Negotiate the local and/or regional performance measures;
 - iv. Enter into regional planning as appropriate;
 - v. Set policy for the Local Area;
 - vi. Enter into an agreement regarding their roles and responsibilities;
 - vii. Work with the Governor in a disaster;

- viii. Develop the local 4 year plan;
- ix. Develop 2 year modifications;
- x. Provide oversight over the one-stop system, youth programs and funds allocated to the local workforce area;
- xi. Approve investments in youth programs as well as adult and dislocated worker activities;
- xii. Oversee the local one-stop system and shall approve the use and management of one-stop, adult, dislocated worker and youth funds;
- xiii. Assure the use and management of funds to maximize performance;
- xiv. Select and terminate the one-stop operator;
- xv. Agree, as appropriate to the Workforce Board serving as the one-stop operator;
- xvi. Develop the Workforce Board budget;
- xvii. Decide on use of non-federal funds;
- xviii. Appeal the Governor's decision to reorganize;
- xix. Develop and enter into memoranda of understanding with the one-stop partners;
- xx. Approve optional one-stop partners; and
- xxi. Negotiate infrastructure costs

ARTICLE VI
CONFLICT OF INTEREST AND CONFIDENTIALITY

- a) Consortium and Council members shall not vote on matters coming before them for consideration if:
 - i. The matter concerns the provision of services by the Consortium or Council member, Local Elected Official, or by an entity that the Local Elected Official represents; or
 - ii. The matter would provide direct financial benefit to the Consortium or Council member local elected official or the immediate family of the local elected official.
- b) Abstention – Local Elected Official Consortium or Council members shall individually abstain from voting on issues and matters that will result in a direct, indirect, or perceived conflict of interest. Abstentions and the general reasons therefore, should be duly recorded in the minutes of the meeting.
- c) Non-Business Board Nominees – Every effort shall be made when appointing non-business members

to the Workforce Board that such members or the organizations they represent not be current recipients of WIOA or other grant funds administered and/or overseen by the Consortium.

- d) Conflict of Interest Policies – The Council shall ensure that the Workforce Board adopts a conflict of interest policy and a code of conduct.
- e) Confidentiality – All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge is deemed confidential by the Consortium. Local Elected Official Consortium members shall not disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium to any person or entity not directly involved with the business of the Consortium. Further:
 - i. No Representative shall use confidential information obtained in the course of or by reason of his or her membership on the Consortium in any matter with intent to obtain financial gain for the member, the member’s immediate family or any business with which the member is associated.

ARTICLE VII
GENERAL PROVISIONS

- a) The Parties agree that Clark State Community College shall be directed to purchase such insurance as is necessary to fully insure the Consortium and indemnify its Counties, their elected officials or designees, and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under Sections 128 and 133 of WIOA arising wholly or in part by any act or omission of the Consortium, the sub-grant recipient or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney’s fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained shall name the Workforce Board, and the forty-three Counties and Consortium Parties as insureds, and shall include, but not be limited to, coverage for directors’ and officers’ liability, crimes committed, professional liability, and fiduciaries liability.
- b) The Workforce Board, as the sub-grant recipient, and Administrative Entity / Fiscal Agent appointed hereunder, shall save harmless and indemnify the Consortium, the Council and their members from and against financial loss and expense arising out of any claim, demand, suit, or judgment by reason of alleged negligence or alleged deprivation of any person’s civil rights or other act or omission resulting in damage or injury, if the Consortium and/or its members are found to have been acting in the discharge of its duties or within the scope of employment and such act or omission is found not to have been wanton, reckless, or malicious.
- c) It is understood and agreed that this Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Amendment that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- d) It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless approved by an affirmative vote of a majority vote of the Parties except

that the Council may amend this Agreement except as concerns the liability of the parties. Recommended amendments shall be placed on a regularly scheduled special meeting of the Council scheduled with appropriate notice and shall be adopted when approved by a majority of a quorum present at the meeting. Notice of proposed amendments shall be sent to all the Consortium members at the time of publication of the Council Meeting Agenda.

- e) Whenever any Party desires to give notice unto another Party, such notice shall be in writing sent by registered United States Mail with Return Receipt Requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. Each Party designates the seat of the governing body of its respective County as the address for such notice.
- f) The Council shall make such reports to the State and federal governments as may be required and shall require such reports as necessary from the Workforce Board.
- g) Consortium and Council members and/or their county may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, state and local policies.
- h) To the extent a dispute shall arise between or among the Parties in connection with this Agreement, the parties shall first attempt an informal resolution, and if this is unsuccessful, the parties shall attempt to resolve the dispute through mediation.
- i) The Chairperson shall act as duly authorized signatory for the Consortium on all agreements, grants, or on any other document requiring a signature and duly approved by the Consortium or Council, in order to be legally binding. In the absence of the Chairperson, the Vice Chairperson may sign on behalf of the Consortium and Council.
- j) The Council authorizes the Executive Director to oversee the procurement of goods and services necessary to carry out the day-to-day activities of the Consortium, the Council, and the administrative entity, and to enter into agreements for these goods and services, without obtaining prior Council authority. Those goods and services procured for service providers and customers currently through a Request for Proposals (RFP) process shall require Workforce Board authority.
- k) This Amendment shall be binding contract and shall be construed in accordance with and governed by the laws of the State of Ohio.
- l) In the event that any provision of this Amendment or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Amendment shall not be affected thereby and shall remain in full force and effect.
- m) Any waiver at any time by any Party of its rights with respect to any matter arising in connection with this Amendment shall not be considered a waiver with respect to any subsequent default or matter.
- n) All references herein to "WIOA" shall be to WIOA as it may hereafter be amended, substituted, or superseded by any successor legislation from time to time.

IN WITNESS WHEREOF, the Parties have made and executed this Amended Agreement, effective as of September 21, 2018.

AMENDED INTERGOVERNMENTAL CONSORTIUM AGREEMENT AMONG THE COUNTIES OF:

Allen, Ashland, Champaign, Clark, Clinton, Coshocton, Darke, Defiance, Delaware, Erie, Fayette, Fulton, Gallia, Greene, Guernsey, Hancock, Henry, Highland, Holmes, Huron, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Preble, Putnam, Sandusky, Seneca, Shelby, Union, Wayne, Williams, Wood, and Wyandot.

Signature: Comm. Lieberman – Area 7 Chief Local Elected Official

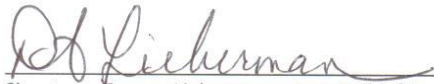
Date: _____

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- l) In the event that any provision of this Amendment or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Amendment shall not be affected thereby and shall remain in full force and effect.
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Signature: Comm. Lieberman – Area 7 Chief Local Elected Official

Date: 10/25/18