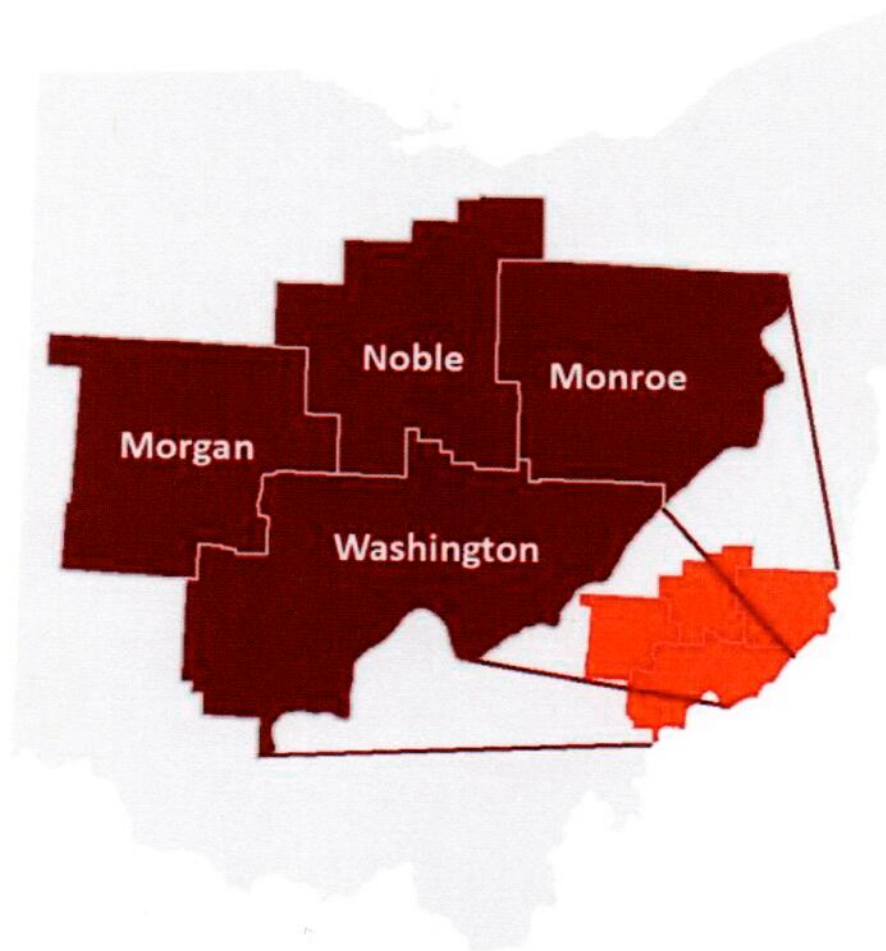


**AGREEMENT FOR THE  
FOUR COUNTY COUNCIL OF GOVERNMENTS,  
MONROE, MORGAN, NOBLE AND WASHINGTON  
COUNTIES COMBINED AS A WORKFORCE AREA**

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Prior revisions enacted on: November 14, 2001; December 13, 2002; November 21, 2003; and June 18, 2004

Current Revision: May 1, 2015



AGREEMENT FOR THE CREATION AND OPERATION OF  
THE FOUR COUNTY COUNCIL OF GOVERNMENTS OF  
MONROE, MORGAN, NOBLE, AND WASHINGTON  
COUNTIES COMBINED AS A WORKFORCE AREA

By this AGREEMENT entered into on the dates specified beside their signatures below, and to take effect on July 1, 2004, by and between the Counties of Monroe, Morgan, Noble and Washington, in the State of Ohio, hereinafter referred to as the "Counties" or individually as each "County," the Counties do hereby form a Regional Council of Governments pursuant to Ohio Revised Code, Chapter 167, which Regional Council of Governments shall hereafter be referred to as "Ohio Valley Employment Resource," "OVER" which Ohio Valley Employment Resource shall be created for the purpose of creating and providing employment and training programs in response to local need, a part of which is implementation of the Workforce Investment Act, P.L. 105-220, hereafter referred to as "WIA"; the subsequent Workforce Innovation and Opportunity Act, P.L. 113-128, hereafter referred to as "WIOA"; any other federal, state, local or private funding awarded to the combined four county area, as well as the governing Federal acts and regulations; State legislation, and/or funding agency directives related to the funding.

WHEREAS, both the WIA and the WIOA, enacted by the Congress of the United States, are designed to meet the complex employment and training problems of the nation which transcend governmental jurisdiction boundaries; and

WHEREAS, The Counties recognize and understand that mutual cooperation in the planning and administration of programs and projects designed to provide job training and employment opportunities for economically disadvantaged individuals and other individuals facing serious barriers to employment would best serve their common interest; and

WHEREAS, The signatories of this AGREEMENT are all elected officials of duly constituted units of local Governments, acting pursuant to constitutional statutory, or implied authority to enter into this multijurisdictional AGREEMENT:

NOW THEREFORE, The Counties do agree as follows:

1. The Counties hereby establish a Regional Council of Governments, within the meaning of Ohio Revised Code, Chapter 167, which Regional Council of Governments shall be named the Ohio Valley Employment Resource and which shall include the Counties of Monroe, Morgan, Noble and Washington in the State of Ohio.

2. The total population to be served is 106,119, according to the 2010 U.S. Census of Population, - of which each County comprises: Monroe County – 14,642; Morgan County – 15,054; Noble County - 14,645; and Washington County – 61,778.

3. No unit of government within the jurisdiction of this AGREEMENT has informed any member of this AGREEMENT of its desire not to have services provided through this AGREEMENT.

4. The Counties hereto certify that no local or state law prohibits the rendering of services to be provided under this multijurisdictional AGREEMENT within the geographical areas covered by this AGREEMENT.

5. Each County signatory to this AGREEMENT certifies that it has legal authority pursuant to constitutional, statutory, and/or implied powers to enter into this multijurisdictional AGREEMENT.

6. To the extent consistent with state or local law, the Counties hereby certify that each County signatory to this AGREEMENT accepts final responsibility for the operation of this program, i.e., each member of this Ohio Valley Employment Resource, rather than any administrative unit, has ultimate responsibility for the operation and success of the program in each respective County.

7. The Counties shall, under this AGREEMENT:

- a. Accept, retain and maintain ultimate fiscal responsibility for WIA, WIOA and any other federal, state, local or private funds allocated through the OVER Administrative Office to the individual Counties.
- b. Establish a Governing Board to exercise the powers and carry out the responsibilities of the Ohio Valley Employment Resource and name representatives thereto.
- c. Establish a Workforce Development Board (WDB), solicit nominations therefor in accordance with provisions of the Act, and propose nominees for appointment to the WDB by the Governing Board in accordance with provisions of the Act.
- d. Develop a plan, and any necessary revisions thereto, for delivery of training, other services and administration within the County, and assist the Governing Board and the WDB with multi-county plan coordination, review and ultimate approval of the plan or revision(s) thereto.

- e. The Governing Board will establish the annual minimum budget dollar amount each year. The funding amount from WIA and WIOA Program and Administration funds will be determined by the Governing Board, for OVER Administrative Office. Consideration will also be made of other revenue other than WIA and/or WIOA formula dollar amounts.
  - f. Establish methods and structures on behalf of the County for delivery of training, administration and other services under the Act(s), contracts and other grants.
  - g. Exercise the following powers and duties, or authorize them to be exercised on behalf of the County:
    - (1) To select delivery agents and enter into contracts, subgrants and other necessary agreements under the comprehensive Workforce Investment Plan;
    - (2) To receive and expend funds;
    - (3) To screen and select personnel, including participants under the governing legislation for the purpose of administering and operating the program(s);
    - (4) To develop procedures in conjunction with the WDB and the Governing Board for program planning, operation and assessment;
    - (5) To monitor and evaluate program performance and determine resulting need to reallocate resources;
    - (6) To determine and verify participant eligibility as described in the governing legislation;
    - (7) To procure and maintain fixed assets and expendable supplies necessary for program operation;
    - (8) To collect and dispose of program income generated by program activities pursuant to governing legislation.
  - h. Develop and manage a system as required by the governing legislation to hear and resolve grievances brought regarding matters under its purview.
8. The Governing Board shall, under this AGREEMENT:
- a. Consist of twelve (12) voting members, three (3) designated from each County, each of whom shall be a duly elected County Commissioner. In the anticipated absence of a County Commissioner, the County Commissioner may appoint a proxy to serve as the County's alternate representative. Alternates must have a written proxy. The Governing Board may also include as non-voting members, current WIA/WIOA Subcontractors for each county and the Chairperson of the Workforce Investment Board.

- b. Establish by-laws for operation of the Governing Board which shall at a minimum comply with the Act and the following conditions:
- (1) Require a majority of the four counties to be present at a regular or special meeting to constitute a quorum to conduct business, except that a group of members less than a quorum may adjourn a meeting duly called.
  - (2) Require a majority of members present at a regular or special meeting to vote in favor of the motion in order to carry any motion.
  - (3) Meet no less than once each calendar quarter.
  - (4) Observe provisions of the Ohio Sunshine Law (Ohio Revised Code Section 121.22) in the advertisement and conduct of any meeting or action.
  - (5) Require notice of any regular or special meeting to be delivered so as to reach members' addresses of record prior to the meeting, and minutes of any meeting held to be delivered to members' addresses of record prior to the following meeting. Delivery method may be electronic, postal or other common method.
  - (6) Establish officer positions of Chairperson and Vice-Chairperson, and elect members to fill these positions annually during June, to take office July 1, which officers shall exercise in rank order the following powers, duties and responsibilities:
    - i. signing of official documents of the Ohio Valley Employment Resource;
    - ii. supervision of the central administrative staff Director under the guidance of the Governing Board and WDB;
    - iii. formal representation of the Ohio Valley Employment Resource, in conjunction with appropriate WDB officers.
  - (7) Exercise the following powers and duties:
    - i. To act as the grant recipient and fiscal agent of funds described under the awarding agreement insofar as may be necessary to pass all such funds except for an annual allocation described under Section 7e above, directly through to the County to which such funds are allocated under the Act;
    - ii. To appoint the members of a WDB from nominations provided by the Counties and in accordance with provisions of the Act;
    - iii. To receive and expend funds allocated by member Counties under Section 7e above, and to borrow, invest, withdraw or repay funds as necessary to accomplish this end;
    - iv. To establish a central administrative staff unit to consist of one or more of the following methods/structures:

- (a) A staff to consist of a Director appointed by the Governing Board and such other positions as may be filled by the Governing Board on recommendation of the Director;
- (b) A contracting public agency or other organization which shall provide services as may be contracted for to be exercised substantially under the control of a Director appointed by the Governing Board;
- v. To develop procedures for program reporting and fiscal management;
- vi. To develop procedures in conjunction with the WDB and the Counties for program planning, operation and assessment;
- vii. To approve or disapprove in conjunction with the WDB the strategic plan and modifications thereto;
- viii. To monitor and evaluate program performance and approve needed corrections and/or reallocations of resources with consideration of recommendations from OVER, the Counties and/or the WDB;
- ix. To provide technical, clerical and professional assistance to the Counties and the WDB.
- x. To establish the non-voting officer position of Secretary-Treasurer and appoint the Director of the central administrative staff unit to fill the position.
- xi. To establish a fiscal year which shall normally include the twelve (12) month period, July 1 through June 30.
- xii. To establish and manage a grievance procedure as required by the Act for matters under its purview.
- xiii. To arrange for and cause to be performed by an Ohio Certified Public Accountant an audit of each fiscal year's financial and compliance matters in compliance with applicable OMB circular.
- xvi. To negotiate with the State to reach agreement on performance measures in the Local Area.
- xv. To designate or certify a One-Stop Operator or Operators for the Local Area (the "One-Stop Operator(s)") and shall have the authority to terminate the One-Stop Operator(s) for cause. In order for an entity to be eligible to receive funds made available under the Act to operate a one-stop center, the entity must be designated or certified as a One-Stop Operator(s). WIA Section 121(d)(1) created the One-Stop designation and WIOA Section 121(d)(2)(A) requires designated or certification be achieved through a competitive process.

- xvi. To enter into a Memorandum of Understanding ("MOU") with each One-Stop Partner for the Local Area concerning the operation of the One- Stop Delivery System. Each MOU shall contain provisions describing the following: (a) the services to be provided through the One-Stop Delivery System; (b) how the costs of such services and the operating costs of the system will be funded; (c) methods for referral of individuals between the One-Stop Partners, for the appropriate services and activities; (d) methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system; (e) the duration of the MOU and the procedure for amending the MOU during the term of the MOU: and (f) such other provisions that the parties deem to be appropriate. WIOA Section 121(c).
- xvii. To ensure oversight with respect to the One-Stop Delivery System in the Local Area.

- 9. The Governing Board is hereby designated as the Grant Recipient and fiscal agent for the Council of Governments in accordance with the provisions of Section 8, Subsection b(7)i and Section 7e above.
- 10. This AGREEMENT shall remain in effect until replaced by action of all member Counties and the WDB, or terminated by one or more of the following methods:
  - a. Upon joint action of all Counties and the WDB;
  - b. Upon withdrawal of such number of Counties from this AGREEMENT as reduces the remaining number of Counties to less than two (2); or
  - c. Upon state and/or federal legislation making this AGREEMENT invalid.
- 11. Any County signatory to this AGREEMENT may withdraw therefrom upon the following conditions:
  - a. Written notice of such withdrawal shall be given to all remaining Counties and the WDB not less than ninety (90) days prior to the effective withdrawal date therein specified;

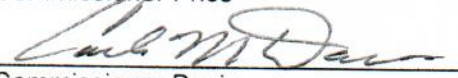
- b. omission of the County which occurred during the period when such withdrawing party was a member.
  - c. Upon withdrawal, a county forfeits the county's claim to assets and revenues earned by the Ohio Valley Employment Resource while the member county was included. The assets and revenues will remain with the remaining counties in the Council of Governments, until the agreement terminates.
12. Upon termination of the AGREEMENT, the Governing Board, the WDB and the member Counties shall continue to exercise the powers herein conferred upon them until termination of this AGREEMENT, but thereafter shall continue to exercise only such powers as enable it to pay and discharge all debts, expenses and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of this AGREEMENT.
13. Upon termination of this AGREEMENT, all debts, expenses and charges legally incurred under this AGREEMENT shall be paid and discharged and the Governing Board and/or the member Counties shall sell such property as may be necessary and shall distribute to the Federal and/or State Governments such property and funds as are lawfully required; the balance of such property and funds on hand shall be distributed or returned in proportion to contributions made by the member Counties, except to the extent otherwise agreed to by the member Counties.
14. The member Counties and the WIB may, on their own motion, or upon such requirement by Federal or State law or regulation, amend this AGREEMENT to enable other eligible Counties to become members hereunder. The AGREEMENT may be amended at any time, for the above or any other legitimate purpose, by the written agreement of all member Counties and the WDB.
15. Nothing contained in this AGREEMENT or any by-laws promulgated pursuant thereto, shall be construed to authorize any action which any party is not authorized by law to undertake.
16. Should any part, term or provision of this AGREEMENT be decided by a Court of competent jurisdiction to be illegal or in conflict with any law of the State of Ohio, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.



IN WITNESS WHEREOF, The Counties have executed this AGREEMENT as of the date specified above:

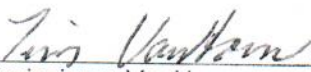
For Monroe County

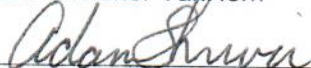
  
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Commissioner Price


  
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Commissioner Davis

  
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Commissioner Schumacher

For Morgan County

  
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Commissioner VanHorn

  
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Commissioner Shriver

  
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Commissioner Reed

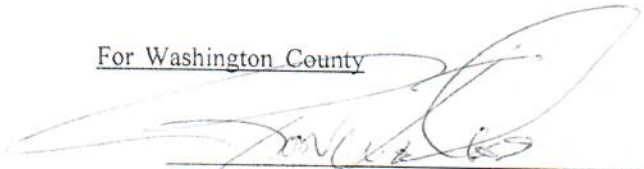
For Noble County


  
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Commissioner Rossiter

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Commissioner Thompson

  
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Commissioner Bond

For Washington County

  
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Commissioner Feathers

  
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Commissioner White

  
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Commissioner Walters