



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

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**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

MINUTES: Regular Session – September 10, 2019

The Board met in regular session pursuant to adjournment of the September 3, 2019, meeting.

Shannon Jones – present

Tom Grossmann – present

David G. Young – present

Tina Osborne, Clerk – present

Minutes of the September 3, 2019, meeting were read and approved.

- 19-1164 A resolution was adopted to accept resignation of Mackenzie Stewart, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective September 6, 2019.
Vote: Unanimous
- 19-1165 A resolution was adopted to begin Thursday, September 12, 2019, Commissioners' Meeting at 4:00 p.m. Vote: Unanimous
- 19-1166 A resolution was adopted to declare various items within Building & Zoning, Clerk of Courts- Legal, Engineer's Office, Facilities Management, Sheriff's Office, and Water & Sewer- Sewer Department as surplus and authorize the disposal of said items. Vote: Unanimous
- 19-1167 A resolution was adopted to approve utility billing agreement with Butler County.
Vote: Unanimous
- 19-1168 A resolution was adopted to approve Amendment No. 1 to the Food Service Agreement with Aramark Correctional Services LLC. for food services to the Warren County Juvenile Justice Center. Vote: Unanimous
- 19-1169 A resolution was adopted to enter into contract with Mt. Pleasant Blacktopping for the FY19 Franklin Township Road CDBG Project. Vote: Unanimous

- 19-1170 A resolution was adopted to acknowledge receipt of January- August 2019 Financial Statements. Vote: Unanimous
- 19-1171 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous
- 19-1172 A resolution was adopted to enter into a subdivision public improvement performance and maintenance security agreement with Headwaters Capital, Ltd. for installation of certain improvements in Clearcreek Reserve, situated in Clearcreek Township. Vote: Unanimous
- 19-1173 A resolution was adopted to enter into street and appurtenances security agreement with Headwaters Capital, Ltd., for installation of certain improvements in Clearcreek Reserve situated in Clearcreek Township. Vote: Unanimous
- 19-1174 A resolution was adopted to approve record plat. Vote: Unanimous
- 19-1175 A resolution was adopted to approve appropriation adjustment from Commissioners General Fund #11011110 into Sheriff's Office- Corrections Fund #11012210. Vote: Unanimous
- 19-1176 A resolution was adopted to approve appropriation adjustment within Common Pleas Court Services Fund #11011223. Vote: Unanimous
- 19-1177 A resolution was adopted to approve a supplemental appropriation into Human Services Fund 2203. Vote: Unanimous
- 19-1178 A resolution was adopted to approve supplemental appropriation into Common Pleas Court Community Based Corrections #2288. Vote: Unanimous
- 19-1179 A resolution was adopted to approve the submittal of a Grant Application to the Ohio Department of Job and Family Services for the Ohio Accelerated Safety Analysis Protocol Program and authorize the County Administrator to sign Grant Application. Vote: Unanimous
- 19-1180 A resolution was adopted to approve the Site Plan Review Application of Otterbein PUD in Turtlecreek Township (Gallery Building in Phase 1 Union Village) in Turtlecreek Township. Vote: Unanimous

DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

Susan Walther, Children Services Director, was present to discuss the opportunity to apply for a grant from the Ohio Department of Job and Family Services which would allow Warren County to participate in Ohio Accelerated Safety Analysis Protocol (Ohio ASAP).

Ms. Walther explained that the grant would provide training to educate staff to utilize data in order to identify high risk cases. Those cases are then reviewed by a trained reviewer and if safety issues are noted, a meeting is held with the caseworker and supervisor to discuss the case and come to an understanding about the safety concerns and identify action steps with a case review completed in 90 days.

Ms. Walther explained that 12 counties throughout Ohio will be chosen for the grant.

Commissioner Jones questioned if the grant would be funding training or is there an ongoing investment from the County.

Ms. Walther stated that the \$25,000 grant would cover the cost of training staff for the two year pilot program. She then stated that after the two years, the county may choose to sustain the program by reassigning staff or eliminate if not deemed successful.

Upon further discussion, the Board resolved (Resolution #19-1179) to approve the submittal of a Grant Application to the Ohio Department of Job and Family Services for the Ohio Accelerated Safety Analysis Protocol Program and authorize the County Administrator to sign Grant Application.

ADMINISTRATIVE HEARING

SITE PLAN REVIEW APPLICATION OF OTTERBEIN PUD IN TURTLECREEK TOWNSHIP (GALLERY BUILDING IN PHASE 1 UNION VILLAGE)

The administrative hearing to consider the Site Plan Review Application of Union Village – Otterbein PUD (Gallery Building in Phase I Union Village) in Turtlecreek Township was convened this 10th day of September 2019, in the Commissioners' Meeting Room.

Commissioner Jones opened the hearing by requesting the Clerk read into the record as to when the site was posted with signage stating the site would be subject to a public process and where to get additional information and how and when written notice of this hearing was sent to the

Applicant, and all owners of property within 500 feet from the parcel lines of the Site subject of this hearing.

Tina Osborne, Clerk of Commissioners, stated that a sign was posted on the property on August 28, 2019, and letters were mailed to the applicant and surrounding property owners providing notice of today's hearing on August 15, 2019.

Michelle Tegtmeier, Chief Zoning Inspector, presented the attached PowerPoint presentation reviewing the current zoning and land use, future land use map designation, the location and size of the property, aerial map, Town Center concept, and the flood map. She then summarized the site plan application and reviewed the comments from elected officials and departments reviewing the application. She then stated her recommendation to approve the site plan review application subject to six (6) conditions.

Jeff Kmet, Otterbein Lebanon, was sworn and stated his support of the recommended conditions.

Matt Obringer, Union Village Project Manager, presented an update of the project stating they are currently paving streets and hoping to start construction of the first home this fall. He discussed the proposed Gallery Building and the goal to complete construction by Thanksgiving of 2020.

There being no other persons present to speak in favor of or in opposition to the application, the Board closed the hearing and resolved (Resolution #19-1180) to approve the site plan review application subject to six (6) conditions.

Stacy Sheffield, Executive Director of the Workforce Investment Board of Butler, Clermont and Warren County (WIB), was present to discuss the desire for the WIB to become a council of government (COG).

Ms. Sheffield presented the attached documents providing background information of the WIB, an explanation of a COG, the pros and cons of the concept and along with a summary and request for the Board to consider allowing the WIB to take the next step in becoming a COG.

There was discussion relative to the desire to create the COG being due to efficiency of government.

Ms. Sheffield stated that the process to get contractors paid is tedious and time consuming and if a COG were creating, it would allow of efficiency in payment.

Martin Russell, Deputy County Administrator, stated that the Prosecutor's Office had reviewed the concept and has no concern relative to the legality of the COG. He then stated that due to the use of federal funding, the counties will remain "on the hook" if funds are misspent by the COG. He stated the need for policies and procedures for those protections. He stated that the County

Auditor is currently auditing for proper expenditures but if the COG is created, his office will be out of the process.

Matt Nolan, County Auditor, stated that with every other COG that exists in our county, the Board of Commissioners is no longer responsible for misspent funds. He stated that with this COG, we would still be financially responsible with no auditory oversight.

Mr. Russell stated that the WIB is seeking answers from the Board on their desire to proceed if auditing portion of the agreement is worked out.

Commissioner Young stated his concern relative to oversight of funds and proper expenditure of taxpayer dollars. He then stated his opinion that proper expenditure must take priority over efficiency of an agency.

Mr. Nolan stated his opinion that the COG is the way to go but there needs to be a way to take the liability away from the County.

Commissioner Jones questioned why we would want to give up our auditing practice in order to make life easier for a vendor.

Mr. Nolan explained that there is a lot of work associated with auditing the expenditure of federal funds.

Commissioner Young stated he does not want to give up the oversight but if an independent auditor can meet our oversite requirements, he has no problem with proceeding with the COG.

Commissioner Jones stated she will remain open to the conversation of a COG but she is not ready to proceed today. She stated that if the WIB can figure out the oversight/auditing to the satisfaction of this Board, then they can continue the discussion.

Tiffany Zindel, County Administrator, was present along with Matt Nolan, County Auditor, to discuss the notice from the City of Middletown relative to their desire to create a Tax Increment Financing district in a portion of Warren County that will consist of 17 residential homes.

Mrs. Zindel explained the Board's options are to do nothing which would in essence be approving the TIF, to approve the TIF, or to object to the creation of the TIF and stated the maximum amount of revenue that could be collected from negotiations if the Board objects. There was discussion relative to Middletown's goal for lower end housing stock to attract employees for the companies located within the City.

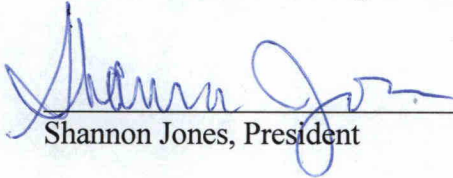
Commissioner Young stated that he is philosophically against the concept of a residential TIF, stating that the free market, with lower interest rates and a strong housing market, is incentive enough.

Commissioner Jones stated her desire to not argue Middletown's philosophy but stated her concern relative to the need for another tool other than taking funds away from government entities providing services such as Developmental Disabilities, Elderly Services, and Mental Health Levy.

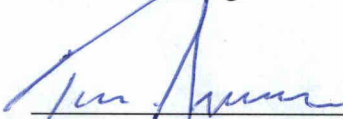
Mr. Nolan stated his opinion that, under most circumstances, residential TIF's are a bad precedent to set.

Upon discussion, the Board requested that staff prepare two resolutions for consideration on Thursday, September 12, 2019: one to approve the TIF and one to object.

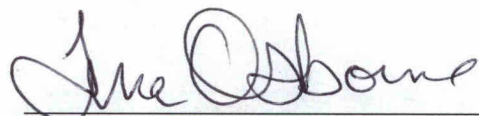
Upon motion the meeting was adjourned.


Shannon Jones, President

David G. Young


Tom Grossmann

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on September 10, 2019, in compliance with Section 121.22 O.R.C.


Tina Osborne, Clerk
Board of County Commissioners
Warren County, Ohio

CASE # 103-2019

Site Plan Review- Union Village Gallery Building

APPLICANT/OWNER/AGENT	Union Village Development Co.	
TOWNSHIP	Turtlecreek	
PROPERTY LOCATION	ADDRESS	554 N. State Route 741
	PIN	12-24-200-012-0
PROPERTY SIZE	0.307 Acres (Lot 17) of 10.518 Acres. 188 Feet of road frontage	

CURRENT ZONING DISTRICT	"PUD" Planned Unit Development
FUTURE LAND USE MAP (FLUM) DESIGNATION	Turtlecreek- Mixed Use Neighborhood
EXISTING LAND USE	Vacant land
SITE PLAN REQUESTED	Development of the first Gallery Building.
ISSUE FOR CONSIDERATION	Compliance with the Union Village- Otterbein PUD Zoning Standards from Resolution 14-1669, dated October 28, 2014.

Site Plan Process for Union Village

Board of County Commissioners

Aerial Map

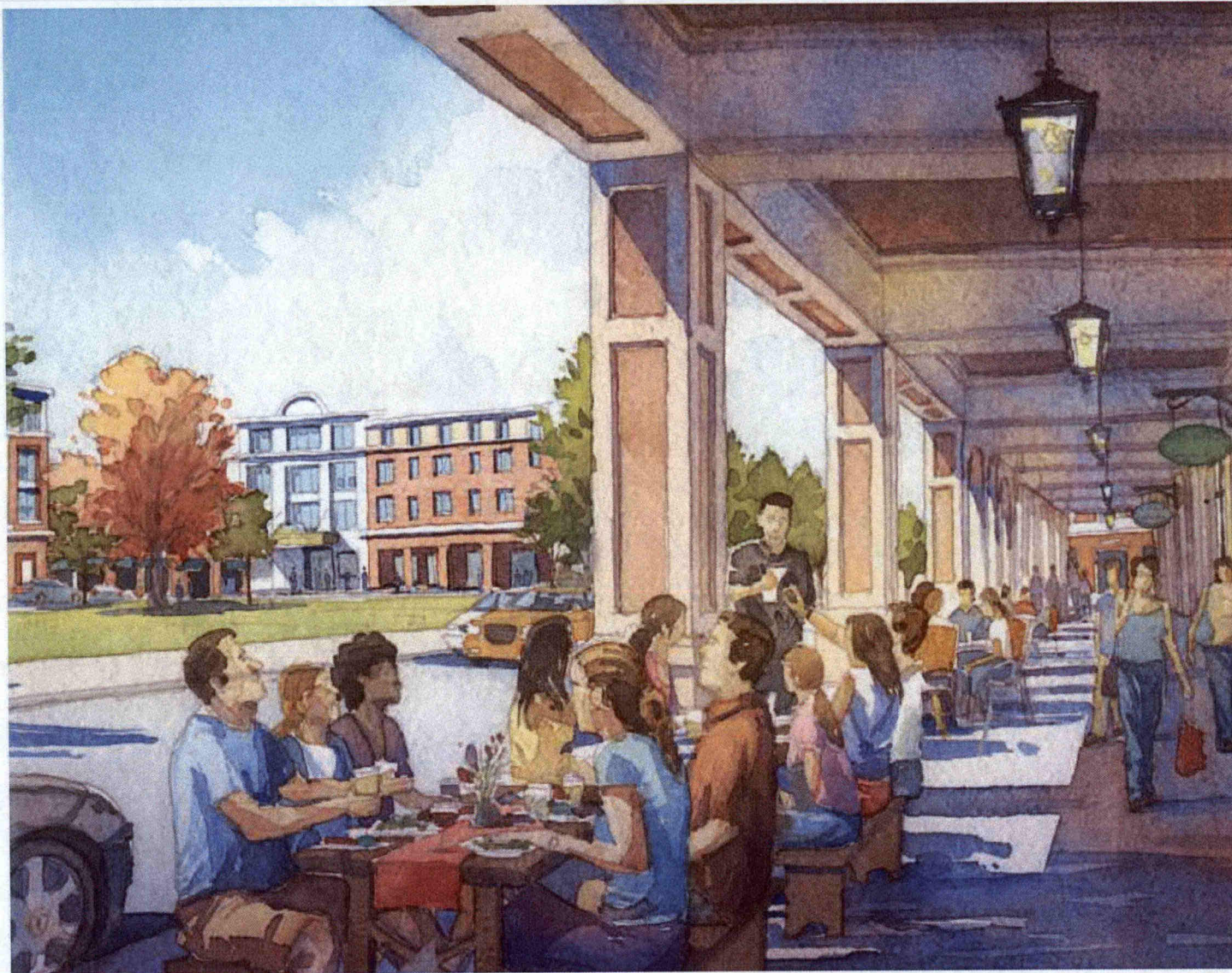
103-2019



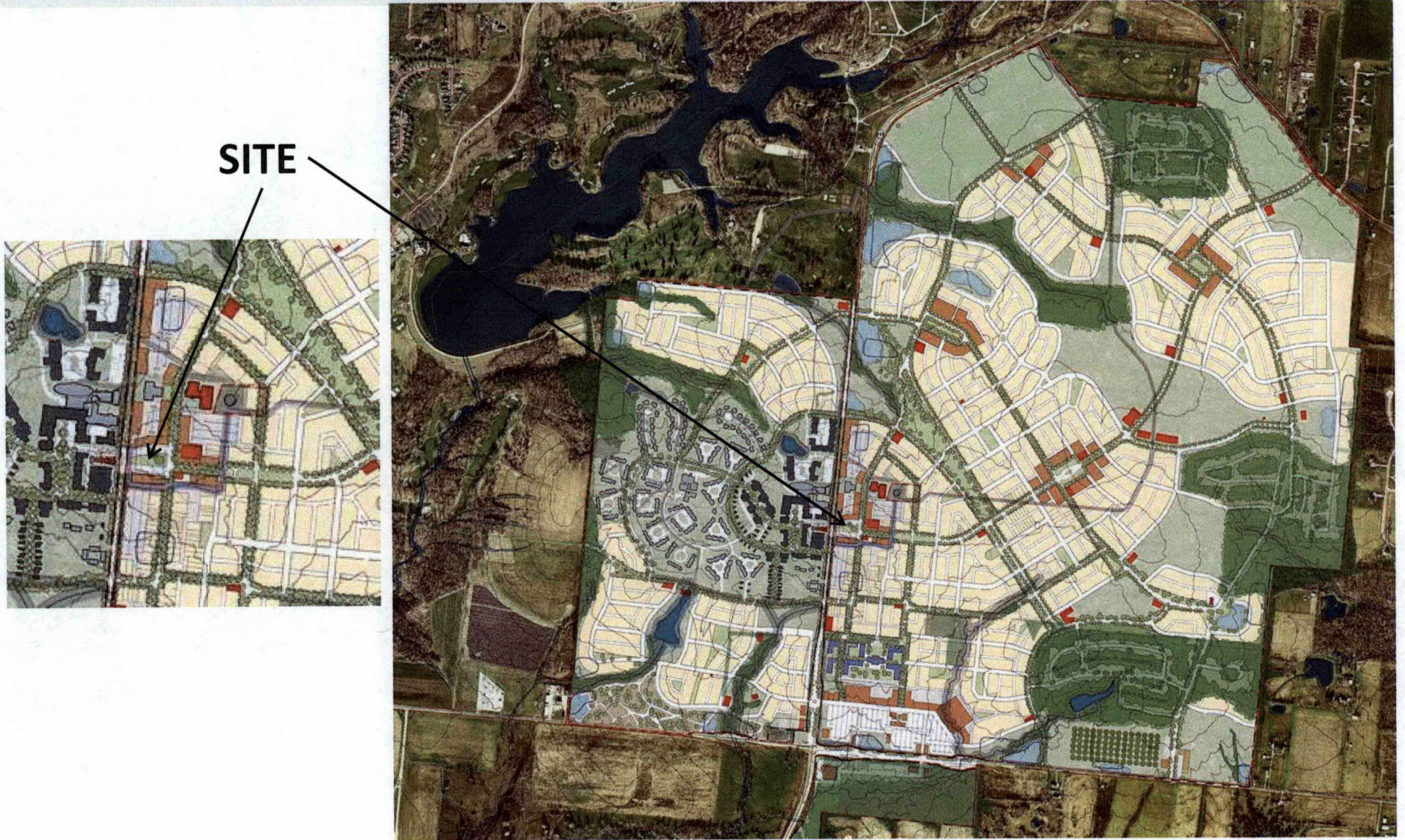
Town Center Concept



Town Center Concept

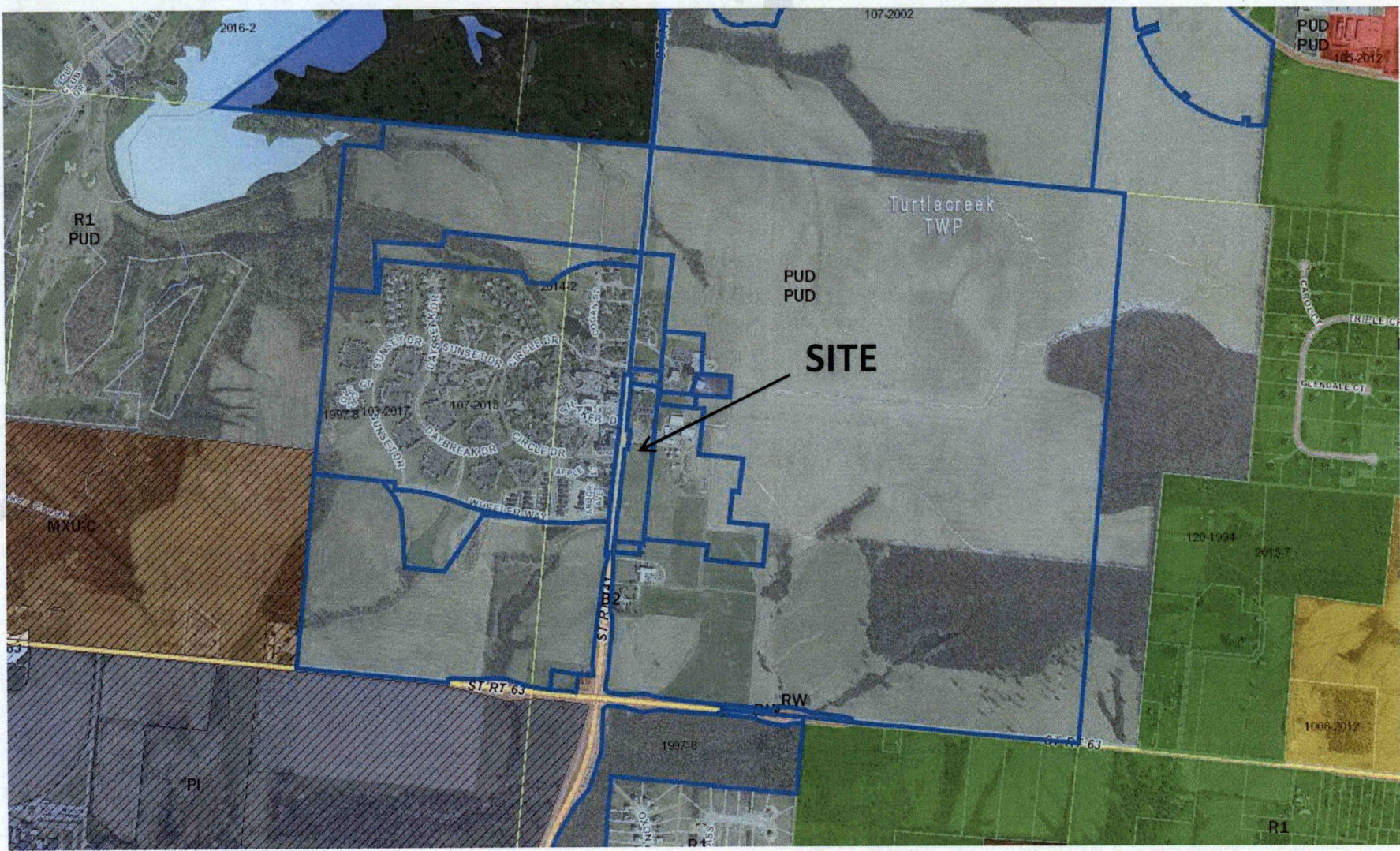


PUD Stage 1



Zoning Map

103-2019



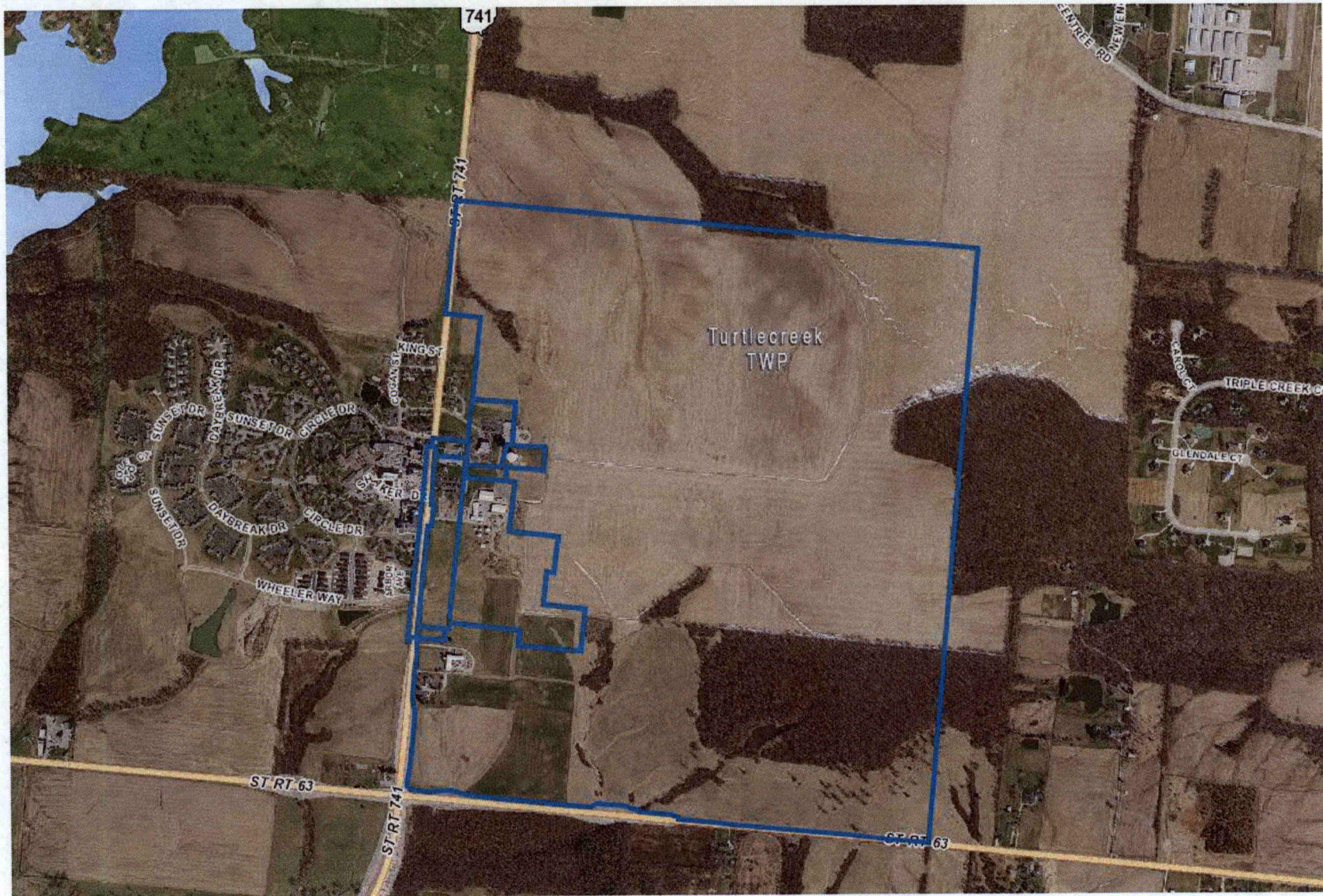
FLOOD MAP

103-2019



Notification Map

2019-03



Legend

Future Land Uses

- Agricultural-Rural Residential
- Commercial
- Industrial
- Mixed-Use Neighborhood
- Multi-Family Residential
- Office
- Protection Area
- Public-Semi-Public

Deerfield Township Character Areas

- Parks and Recreational-Open Space
- Single Family Residential
- Low Density Rural Neighborhoods
- Med Density Rural Neighborhoods
- Neighborhood MU
- Neighborhoods
- Office Park
- Regional Highway Commercial

Clearcreek Township Additional Uses

- Town Center MU
- Township Residential
- Rural Residential
- Mixed Use
- Mixed Use Light Ind/Office

Union Township Additional Uses

- Low Density Residential
- Mixed Use Commercial/Industrial
- Mixed Use Residential

Wayne Township Additional Uses

- Mixed Use Commercial/Industrial
- Mixed Use Residential

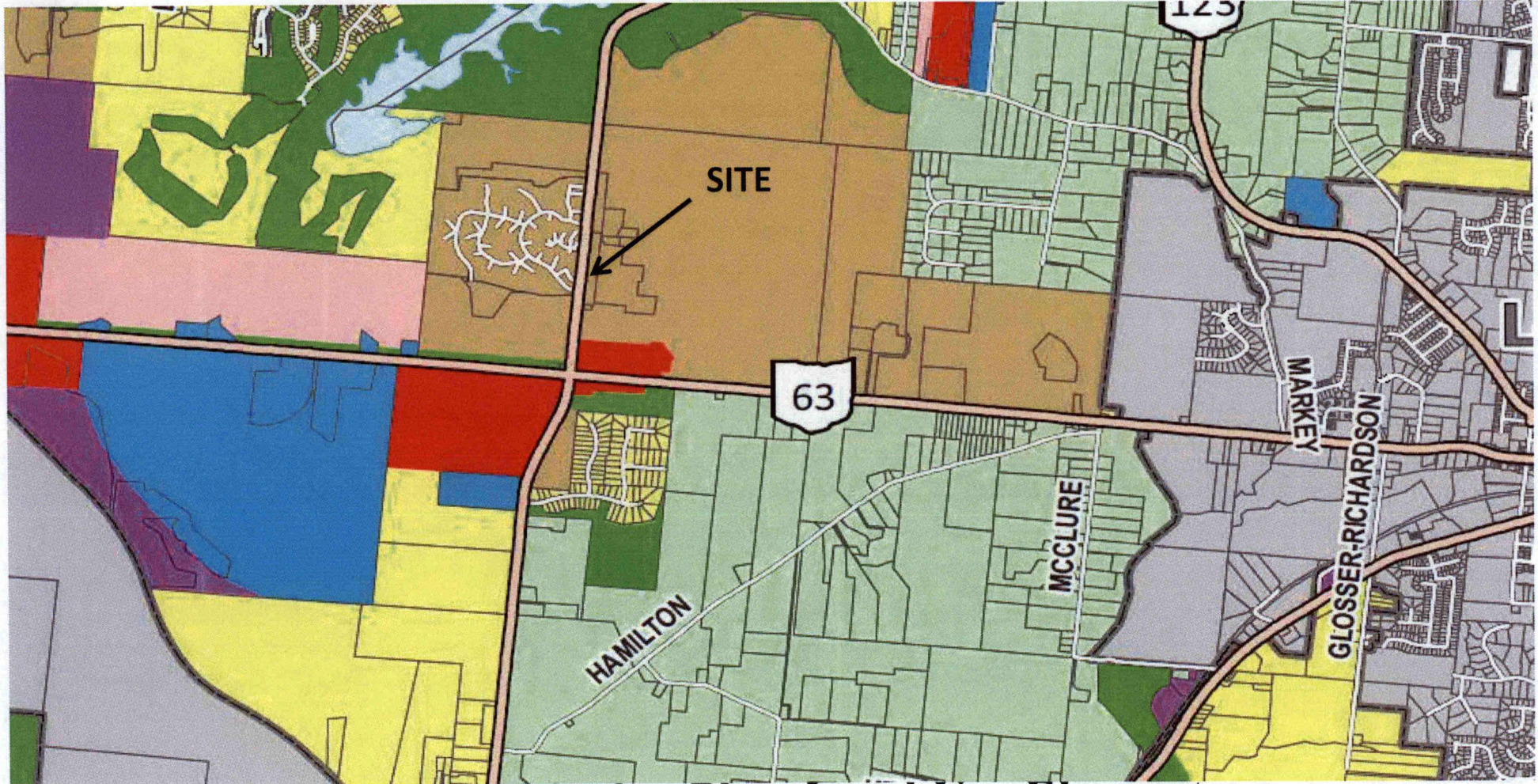
Hamilton Township Additional Uses

- Rural Residential
- Mixed Use
- Mixed Use Light Ind/Office

Salem Township Additional Uses

- Rural Residential
- Mixed Use
- Mixed Use Light Ind/Office

Map Produced: 8/21/2018



Comprehensive Plan-Land Use Element

Summary of Application

- Construct the first Gallery Building in Union Village.
- The first floor will be configured for tenant spaces with a common walkway through the building.
- The second and third floors will be occupied by the owner of the building and use as their main office.
- The structure will be 3 stories built to a height of 46 feet 8 inches.
- 15,000 square feet of office and 7,500 square feet of retail space.

Development Standards

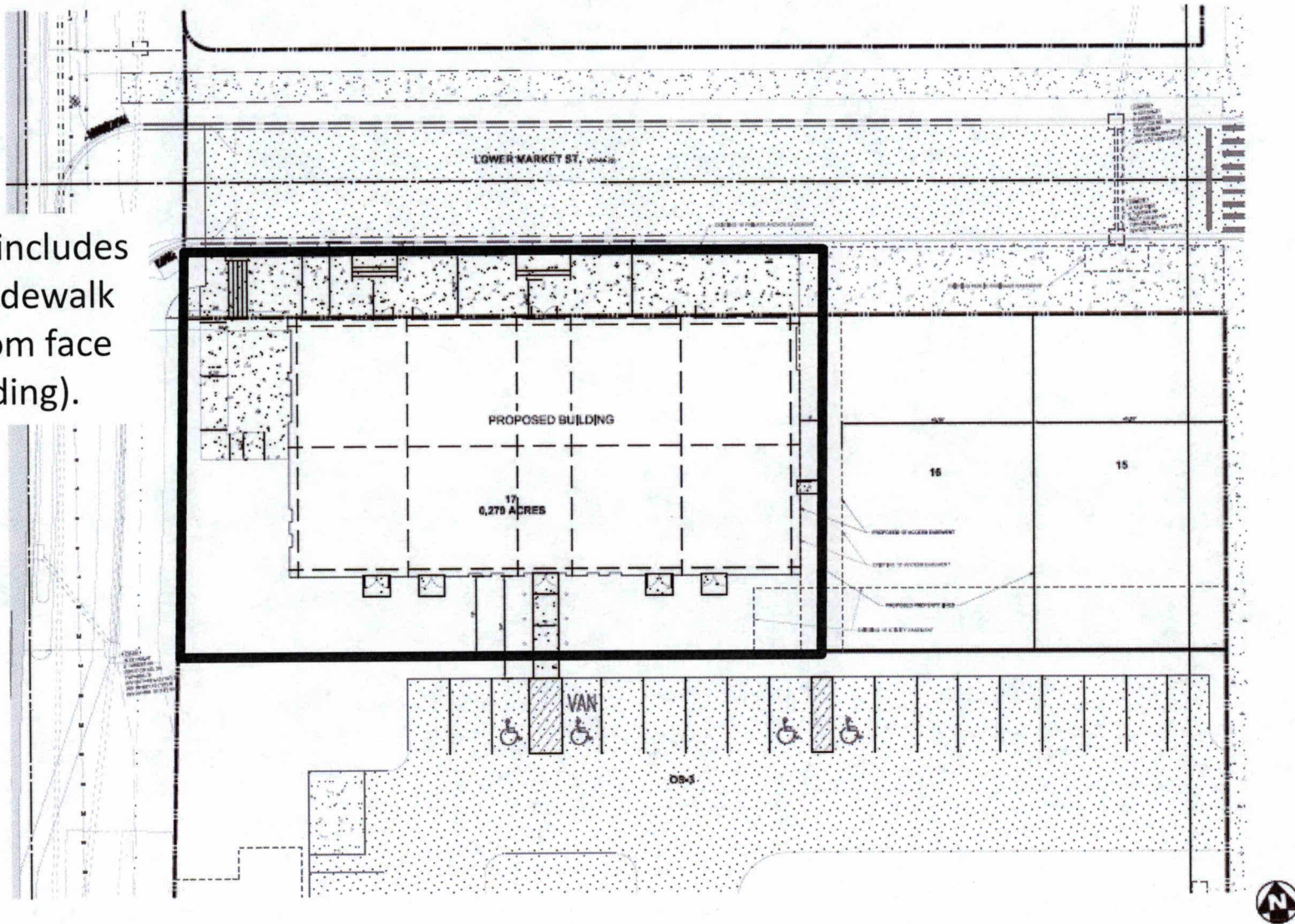
	T3	T4	T5
Lot width			18' min.
Lot depth			80' min.
Lot area			1,440 s.f. min.
Lot coverage by roofs			80% max.
Building volume			
Frontage Setback (primary & secondary)			0'-12'
Side Setback *5			5' min.
Rear Setback *6			3' min.
% of principal building facade at primary frontage setback			80% min.
Encroachments at frontage setbacks			0' max.
Encroachments at side setback			0' max.
Height of Principal Building *11			5 stories max.
Height of Backbuilding	Eave of Principal Building max.		
Height of Outbuilding	Eave of Principal Building max.		
Elevation of first floor above grade *14			0' required
Frontage type(s)			Shopfront Gallery Arcade

*5. Side setback is 0 ft. at a party wall.

*6. Outbuilding rear setback at corner lots served by a rear lane or rear alley shall be 3 ft.

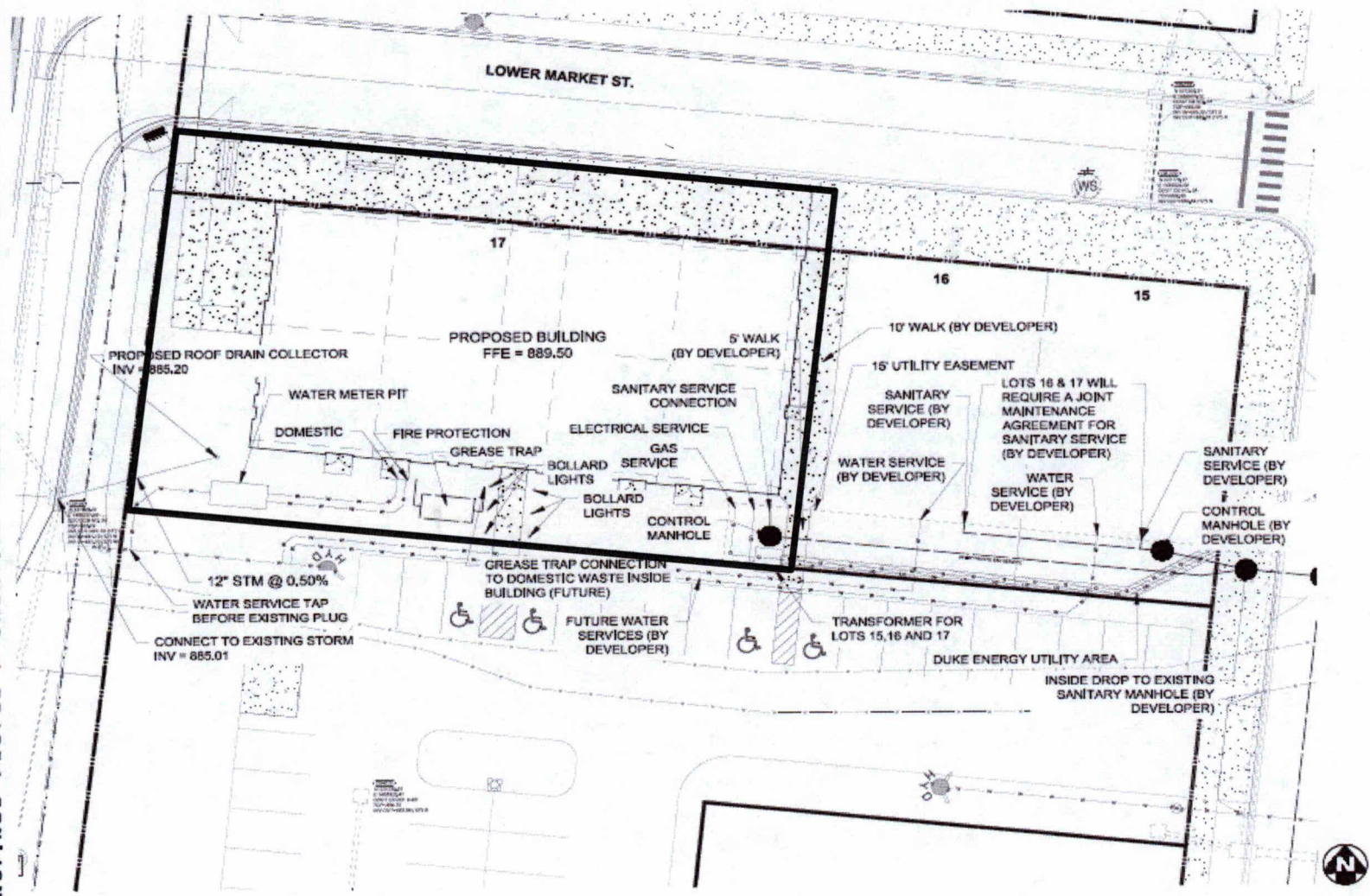
Site Design

Lot 17 includes front sidewalk (16' from face of building).



Utility Exhibit

INSPIRED PEOPLE ▲ CREATIVE DESIGN ▲ TRANSFORMING COMMUNITIES



Parking

SITE PARKING TABLE

PARKING REQUIREMENTS

OFFICE:

MINIMUM SPACES REQUIRED: 2 SPACES PER 1,000 SF
 PROPOSED OFFICE SPACE: 15,000 SF
 PARKING SPACES REQUIRED: 30 SPACES

RETAIL:

MINIMUM SPACES REQUIRED: 3 SPACES PER 1,000 SF
 PROPOSED RETAIL FLOOR AREA: 7,500 SF
 PARKING SPACES REQUIRED: 23 SPACES

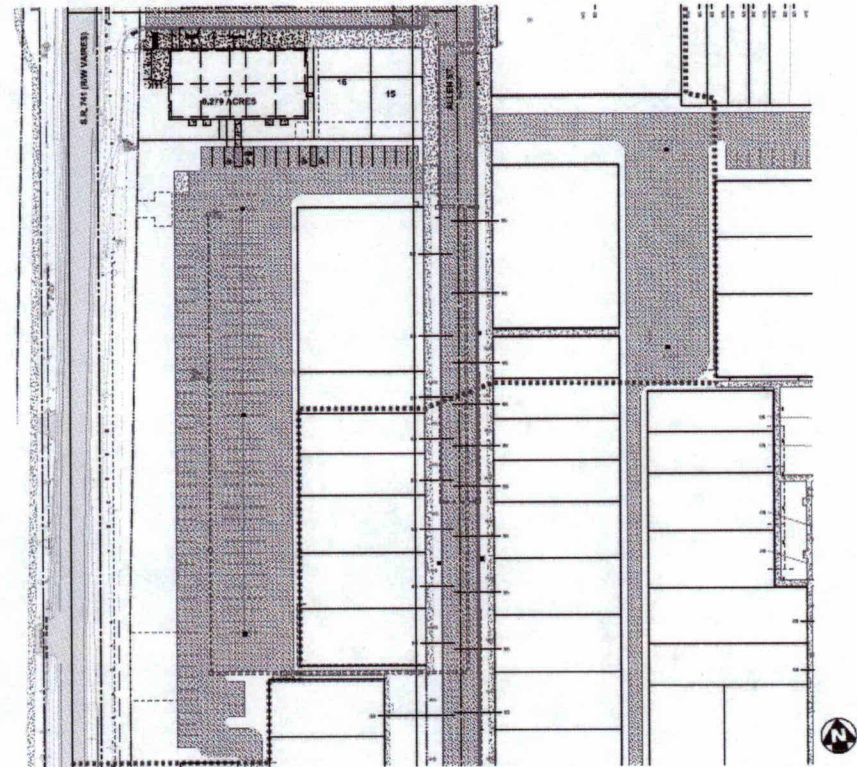
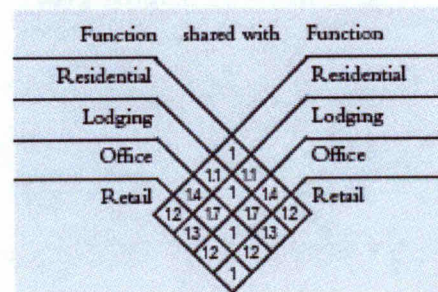
SHARED PARKING FACTOR: 1.2
 ADJUSTED TOTAL REQUIRED PARKING: 45 TOTAL SPACES REQUIRED

EXISTING SHARED PARKING PROVIDED: 143 SPACES ON LOT (INCLUDING 4 ADA SPACES)
 25 SPACES ON STREET
 168 TOTAL SPACES (INCLUDING 4 ADA SPACES)

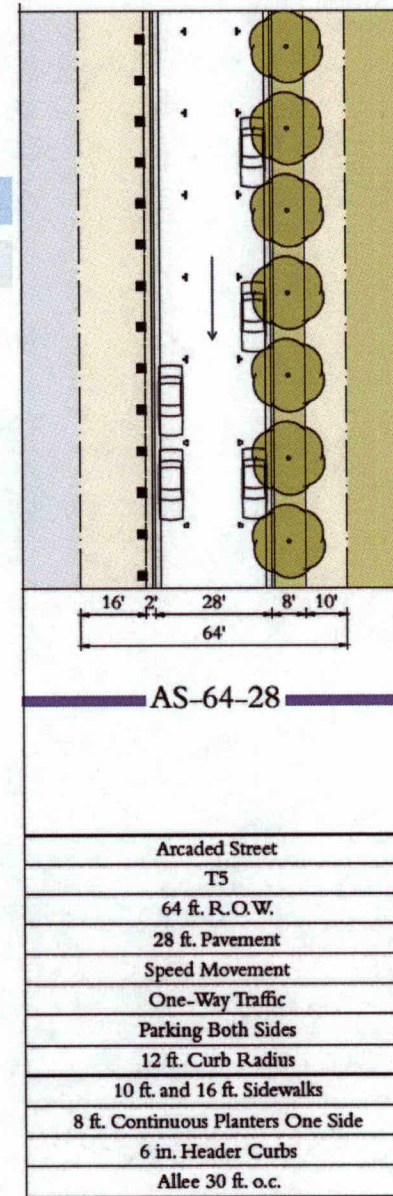
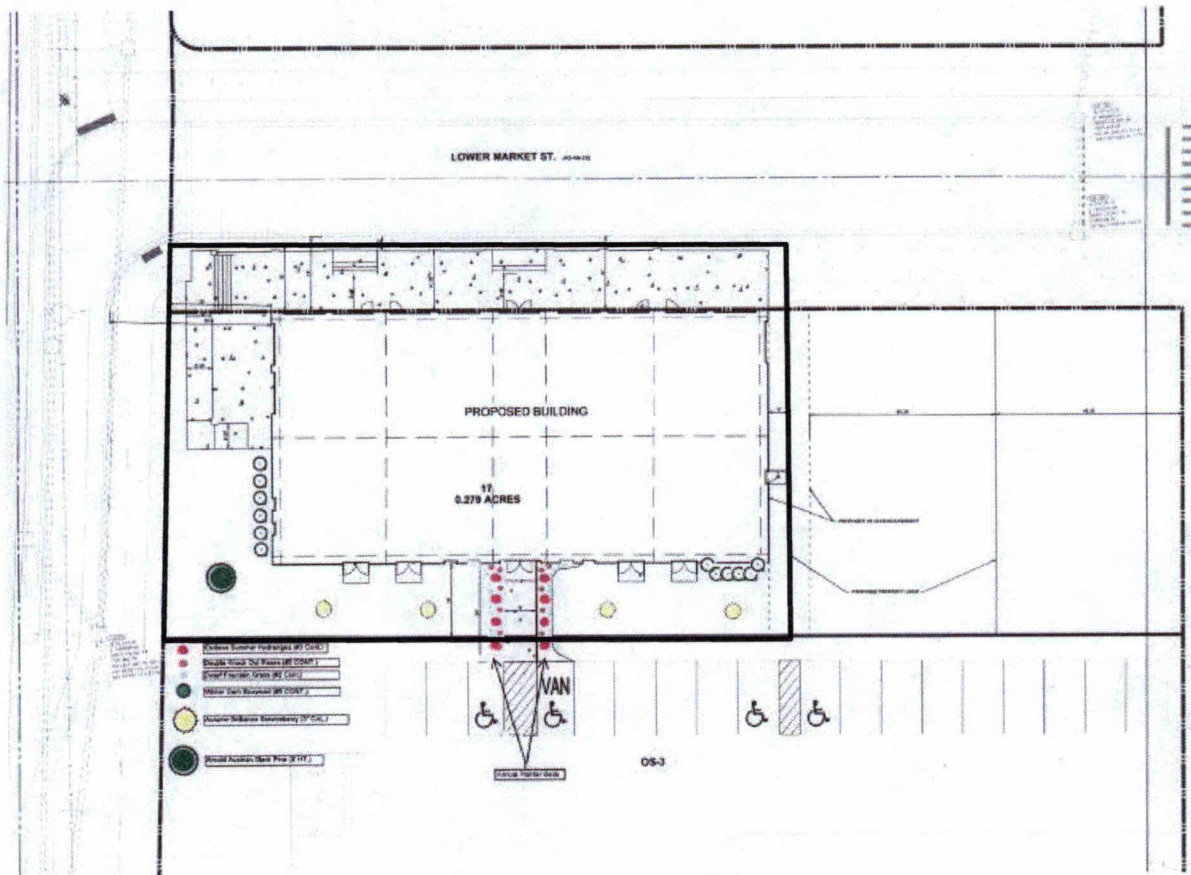
REQUIRED PARKING

	T2 T3	T4	T5 T6
Residential	2.0 / dwelling	1.5 / dwelling	1.0 / dwelling
Lodging	1.0 / bedroom	1.0 / bedroom	1.0 / bedroom
Office	3.0 / 1000 sq. ft.	3.0 / 1000 sq. ft.	2.0 / 1000 sq. ft.
Retail	4.0 / 1000 sq. ft.	4.0 / 1000 sq. ft.	3.0 / 1000 sq. ft.
Civic	To be determined by Minor Modification		
Other	To be determined by Minor Modification		

SHARED PARKING FACTOR

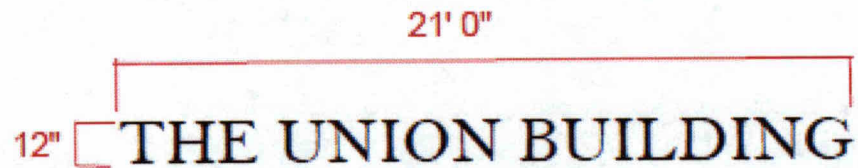


Landscaping



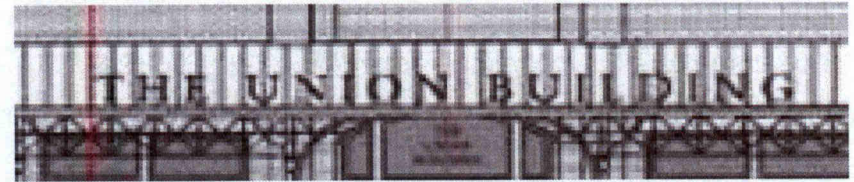
Landscaping shall include tree-lined thoroughfares as part of the thoroughfare network. Planting strips containing these trees should be planted with grass where pedestrians are likely to cross, hedges where it is unsafe for pedestrians to cross, and ground cover and/or shrubs elsewhere. Landscaping should be used to minimize the visibility of and/or enhance the appearance of the parking lots from SR63 and 741.

Signage



Material: Enameled Steel (Charcoal or Black)

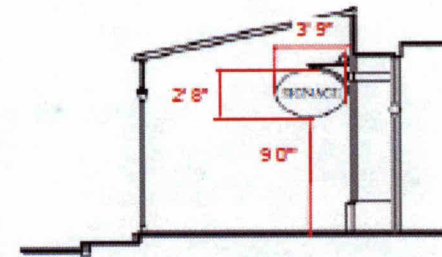
Main Wall Sign



Wall, Projecting, Canopy, or Awning Signs. Wall signs (integral or attached to a building), projecting, canopy, or awning signs are permitted in accordance with the following:

- The maximum square feet of any combination of wall, projecting, canopy, or awning signs on a single structure shall not exceed one square foot per lineal foot of building frontage. The allowable sign area may be allocated to more than one sign.
- The above ratio shall apply separately to each building frontage that faces a public or private street.
- Allowable sign area may be allocated to a wall that is not building frontage, but the combined sign area shall not exceed the maximum square feet allowed.

Multi-family, Mixed-Use and Commercial Buildings shall have their signage integrated into the building entablature or entrance portico or a similar location otherwise incorporated into the architecture.



Material: Synthetic Wood

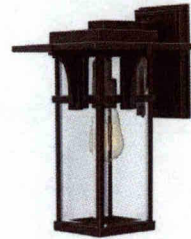
Tenant Projecting Signs

Lighting

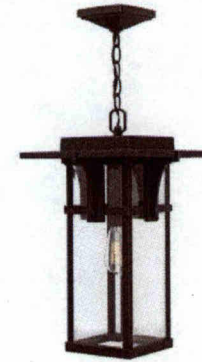
- Lighting shall be provided by street lamps and porch lights throughout the neighborhood.

- Decorative poles shall be used with specific lighting standards to be submitted at Stage 2.

Lighting shall be sufficient for pedestrians, bicyclists, automobiles to use the parking lot safely. All fixtures shall be dark-skies friendly and not allow light to spill across the property lines.



BRAND Hinkley Lighting
 MATERIAL Aluminum
 GLASS Clear Beveled
 HEIGHT 15.0"
 WIDTH 9.3"
 VOLTAGE 120v
 WATTAGE 1-100w Med.

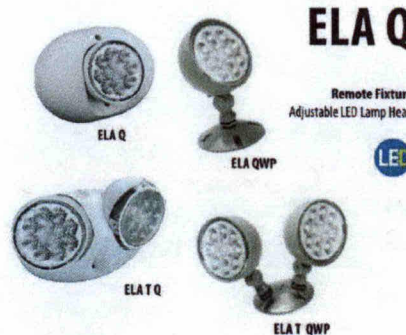


BRAND Hinkley Lighting
 MATERIAL Aluminum
 GLASS Clear Beveled
 HEIGHT 19.3"
 WIDTH 11.3"
 VOLTAGE 120v
 WATTAGE 1-100w Med.



Specifications

8" Round
 (20.3 cm)
Height: 42"
 (106.7 cm)
Weight (max): 27 lbs
 (12.25 kg)



Specifications
 Q single: 6-5/8" W x 4-3/4" H
 Q twin: 8-1/4" W x 4-1/4" H
 QWP single: 4-1/2" W x 5-3/4" H
 QWP twin: 8-1/2" W x 5-3/4" H



BRAND Hinkley Lighting
 MATERIAL Cast Aluminum
 GLASS Inside Etched
 HEIGHT 12.8"
 WIDTH 9.0"
 VOLTAGE 120v
 WATTAGE 1-18w GU24



BRAND Hinkley Lighting
 MATERIAL Cast Aluminum
 GLASS Inside Etched
 HEIGHT 15.0"
 WIDTH 9.0"
 VOLTAGE 120v
 WATTAGE 1-100w Med.

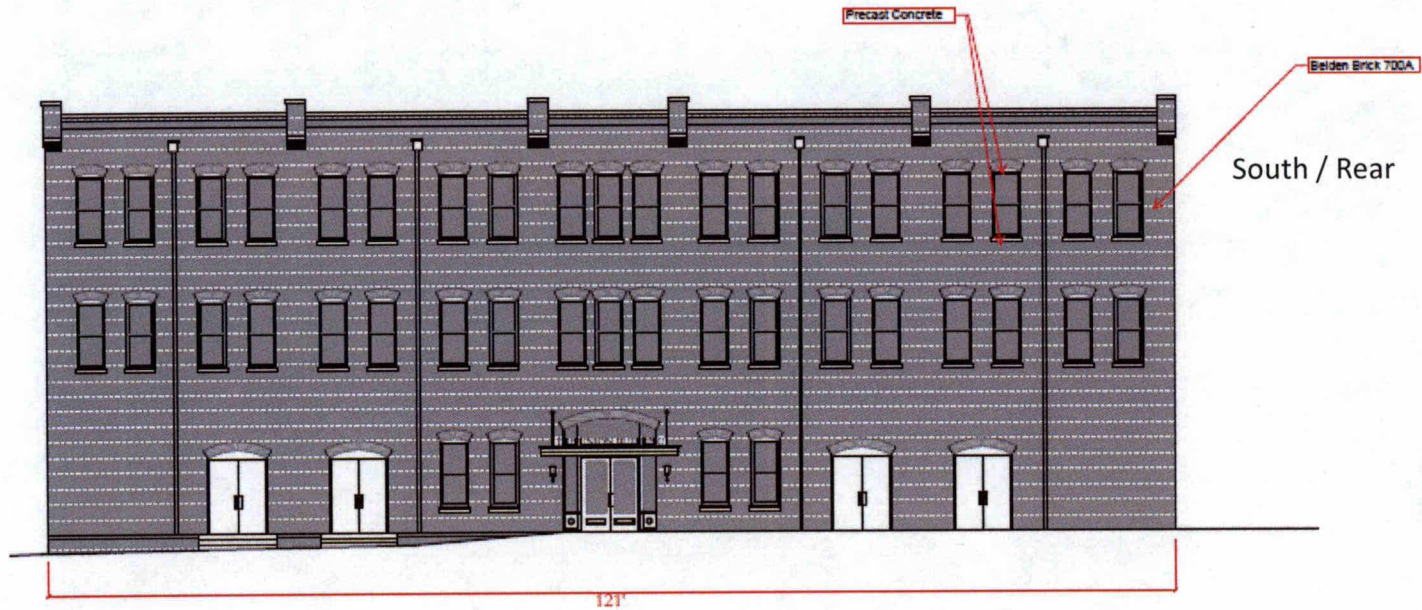
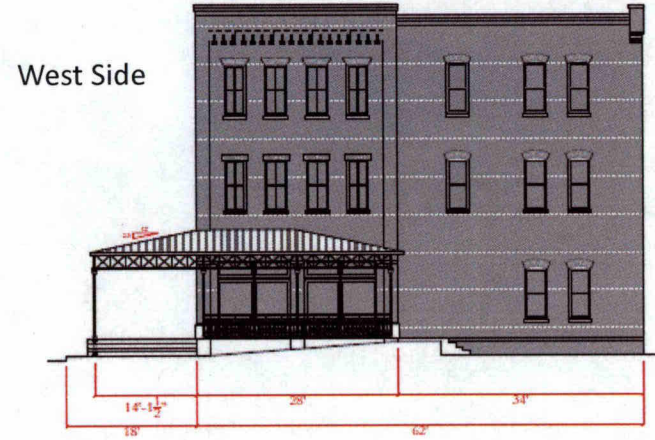
Elevation



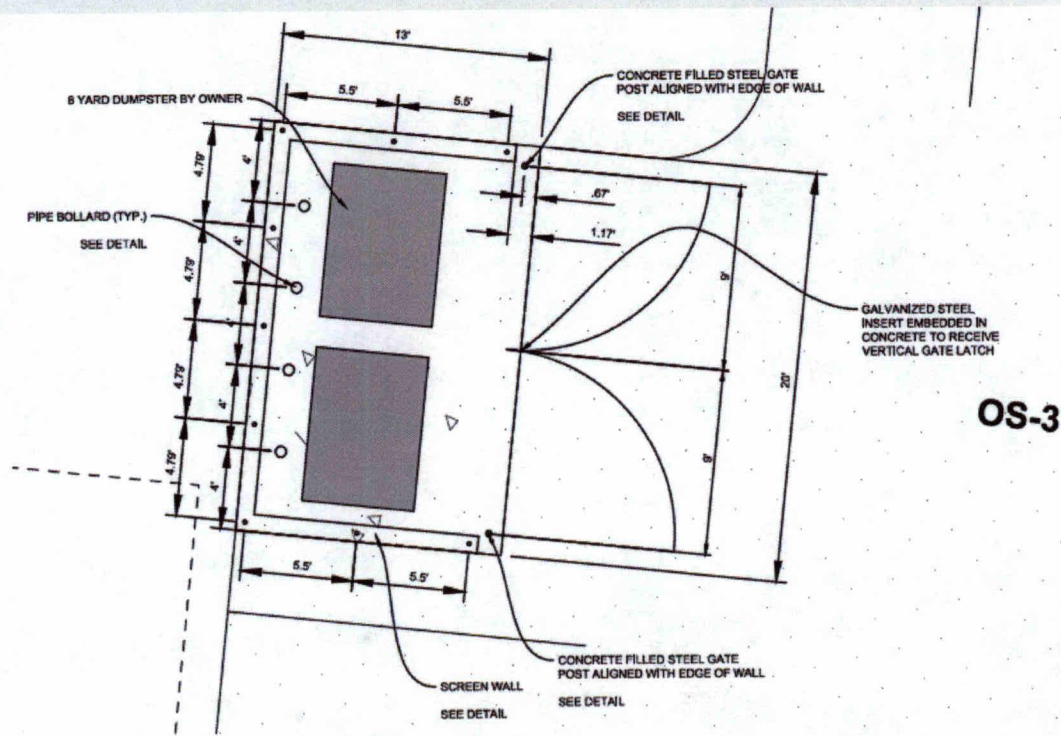
All facades of a given building shall be of the same materials and detailing. Elevations of the same building shall be compatible with the facades but the level of detail may be simplified. Buildings with all sides equally visible should have similar materials and detailing on all sides.

The primary building entrance shall be clearly distinguished with a higher level of detail and a portico, canopy or other cover.

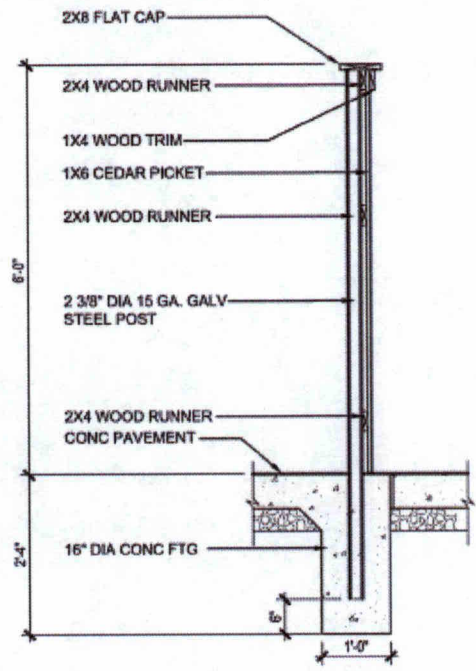
Elevation



Service Structures



OS-3



SCREEN DETAIL
N.T.S.

SEC 3.405 BUFFERING AND SCREENING REQUIREMENTS:

(C) Mechanical Equipment, Service Structure and Dumpster Screening:

- (1) All mechanical equipment, including both ground-mounted and roof-mounted equipment and Dumpster or similar container, shall be screened from view from adjacent public and private rights-of-way, as well as from all property zoned or used for residential purposes, through the use of landscaping or enclosures, as approved by the Zoning Inspector.

ANALYSIS OF ZONING:

North	“PUD” Planned Unit Development	<u>Vacant Land</u>
West	“PUD” Planned Unit Development	<u>Mixed Use PUD</u>
South	“PUD” Planned Unit Development	<u>Vacant land</u>
East	“PUD” Planned Unit Development	<u>Vacant land</u>

Site Plan Review Criteria

1.303.6 Review Criteria: The site plan review is conducted to determine anticipated impacts on the public health and safety, as well as the public convenience, comfort, prosperity, or general welfare, as applicable. Factors to be considered include those in Section 1.303.1, and the following additional criteria:

- (A) **Adequacy of Information and Compliance with Zoning Code:**
- (B) **Design Layout Sufficiency and Sensitivity:**
- (C) **Design Character, Operational Compatibility, and Coordination:**
- (D) **Preservation of Significant Features:**
- (E) **Pedestrian Access and Circulation:**
- (F) **Vehicular Access and Circulation Streets:**
- (G) **Parking and Loading:**
- (H) **Landscaping and Screening:**
- (I) **Exterior Lighting:**
- (J) **Signage:**
- (K) **Public Service Impact:**
- (L) **Stormwater Drainage Stormwater Management Plan:**
- (M) **Soil Erosion and Sediment Control:**
- (N) **Emergency Access and Service Facilities and Public Safety:**
- (O) **Building Design:**
- (P) **Compliance with Public Health and Safety:**

Also included, the Union Village PUD Zoning Standards.

Reviewing Departments

Site Plans were circulated on September 14, 2019 to the following departments and agencies:

- Warren County Engineer's Office,
- Warren County Water & Sewer Department,
- Warren County Soil & Water Conservation District,
- Warren County Regional Planning Commission,
- Turtlecreek Township Trustees and Fire Department,
- Warren County Combined Health District,
- Warren County Building Department,
- Warren County Sheriff's Office.

Department Comments

- **WARREN COUNTY ENGINEERS OFFICE:**

“traffic and storm has been addressed previously.” Mr. Weber asked that the new ROW language be approved by Mr. McGary.

- **TURTLECREEK TRUSTEES AND FIRE CHIEF:**

No comments.

- **WARREN COUNTY REGIONAL PLANNING COMMISSION:**

1. Compliance with the standards of Union Village PUD Stage 1, Union Village PUD Stage 2, Union Village PUD Stage 3, the Warren County Rural Zoning Code, and the approved Preliminary Plan.
2. The installation and provision of the sanitary sewer system shall be to the satisfaction of Butler County.
3. A revised site plan shall show where the trash collection areas will be and the landscaping around them.
4. A revised landscaping plan that shows the parking lot landscaping; a buffer along State Route 741; and streetscape along Lower Market Street.

Staff Recommendation

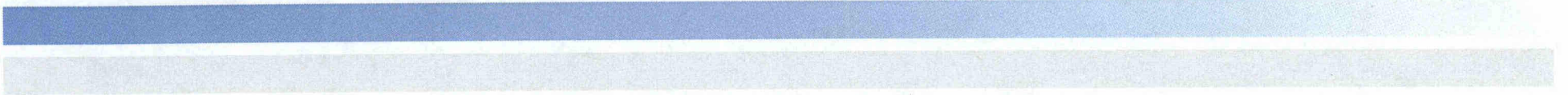
Location	T5 Neighborhood Zone. The submitted Site Plan meets the requirements of the Zone including setbacks, height, etc.
Parking	The required parking is 45 spaces and 168 are shown.
Landscaping	Landscaping Plan Comply with the landscaping plan submitted and approved at PUD Stage 3. For both streetscape and parking lot as well as the buffer along SR 741.
Signage	The proposed signage is in compliance with the code.
Lighting	Revise the Site Plan to indicate the location of lighting, other than bollards, if additional lighting is intended.
Service Structures	Staff recommends the dumpster area be in similar materials as the building.

Staff Recommendations

Staff recommends approval subject to the following conditions:

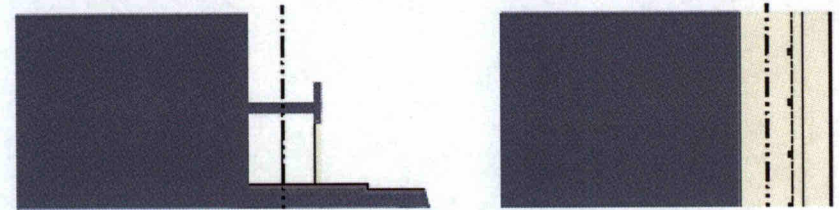
1. Compliance with the standards of Union Village PUD Stage 1, Union Village PUD Stage 2, Union Village PUD Stage 3, the Warren County Rural Zoning Code, and the approved Preliminary Plan.
2. The installation and provision of the sanitary sewer system shall be to the satisfaction of Butler County.
3. That the landscaping implemented complies with the landscaping plan submitted and approved at PUD Stage 3, for both streetscape and parking lot as well as the buffer along SR 741.
4. A revised Site Plan illustrating lighting locations, is submitted if additional lighting other than bollards are intended.
5. That signage is compliant with the Warren County Rural Zoning Code.
6. The dumpster area shall be screened by similar materials as the building.

Questions?



Gallery Building

Gallery: a roof extends over the sidewalk above while the building facade remains set back at the lot line. This type is only for retail use. An easement for private use of the right-of-way is usually required. To be useful, the gallery should be no less than 12 ft wide.



PUD Stage 1 - Pg. D25

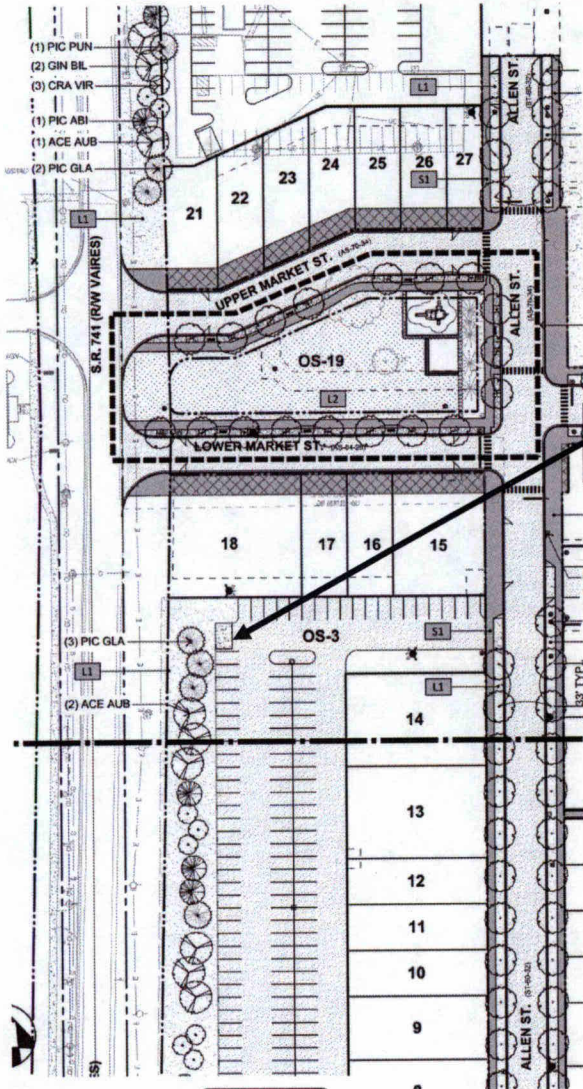
9. Where permitted as a Frontage Type, the following may encroach upon the R.O.W. to the full width less 2 ft. of the enfronting sidewalk: arcades, colonnades and galleries.
10. At Retail Uses, the following may encroach upon the R.O.W. to the full width less 1 ft. of the enfronting sidewalk however, a 5 ft. clear pedestrian zone shall be maintained: awnings, signage, merchandise, cafe tables, chairs, umbrellas, planters and the like.

PUD Stage 1 - Pg. D9

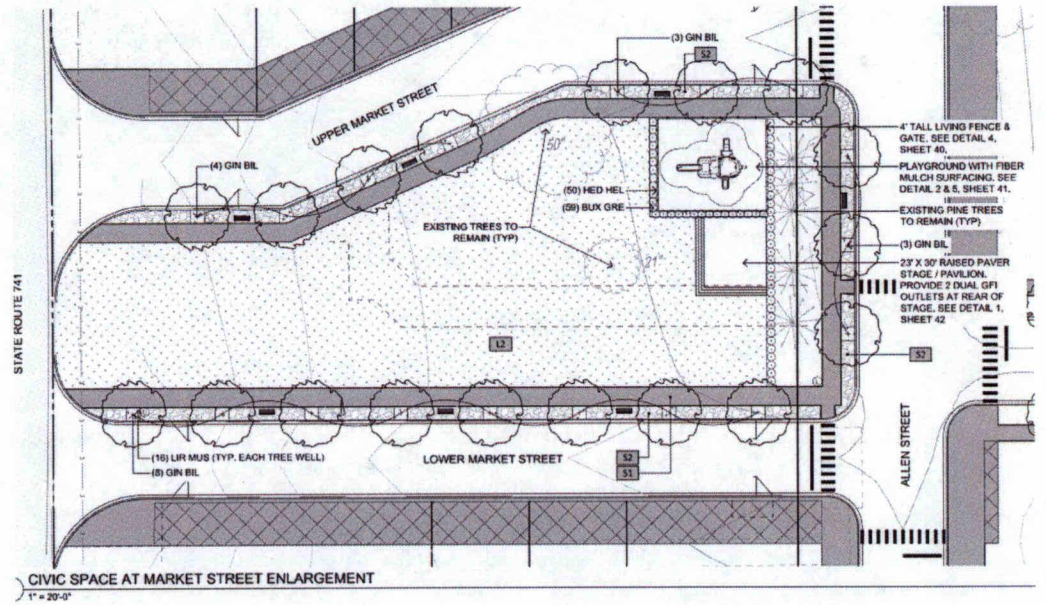
Changes and refinement to the Thoroughfare Types may be warranted by:

- Unusual site conditions such as topography or existing trees.
- The intent to slow vehicular traffic.
- The intent to facilitate pedestrian traffic.
- Specialized uses,
- and the like.

PUD Stage 3 Landscaping Plan



Dumpster



LEGEND

- PROPERTY LINE
- R.O.W.
- ENLARGEMENT AREA

SURFACE MATERIALS & LANDSCAPE ELEMENTS

- S1 STANDARD CONCRETE (SEE CIVIL DRAWINGS)
- S2 DECOMPOSED GRANITE
- S3 SPECIALTY PAVER
- L1 TURFGRASS (SEED)
- L2 TURFGRASS (SOD)
- L LITTER RECEPTACLE, TYP.
- B 6' BENCH, TYP.

PLANT MATERIAL

- STREET TREE, TYP.
- BUFFER PLANTINGS, TYP.
- SHRUBS PLANTINGS, TYP.
- GROUNDCOVER PLANTINGS, TYP.



BCW|COG Transition

WIBBCW – Workforce Investment Board of
Butler|Clermont|Warren White Paper

1. Goal

- a. **The Workforce Investment Board of Butler|Clermont Warren (WIBBCW) is requesting that the Commissioners of Butler, Clermont and Warren Counties ratify the WIBBCW's recommendation to operate under a Regional Council of Governments, by approving the Resolutions to become a CoG, the revised Intergovernmental Agreement (IGA), the revised Local Governance Agreement (LGA) and the COG By-Laws**

2. Background

- a. In 2017, the WIBBCW's Local Governance Agreement (LGA) was being updated.
 - i. The LGA is meant to delineate the roles and responsibilities between the chief elected officials, the Workforce Development Board (WDB aka the "WIBBCW") and the fiscal agent and encompassed:
 1. Establishment of and Appointment of Members to the WDB
 2. Hiring of WDB staff (qualifications, duties, etc.)
 3. Role of Fiscal Agent
 4. Dispute resolution
 5. Required Certification of the Workforce Development Board (WDB)
 - ii. All of this was covered under our Inter-Governmental Agreement (IGA) under WIA, but WIOA specified that the sections be part of an LGA, a new requirement under WIOA. The IGA is specific only to an agreement among the local elected officials of each jurisdiction within the local area
- b. While researching the updated LGA, a common theme occurred: several local workforce areas were organized, or taking steps to organize, under a Regional Council of Governments (COG) structure;
- c. As such, while the 2017 WIBBCW's Local Governance Agreement (LGA) was being updated, the Workforce Investment Board of Butler|Clermont|Warren (WIBBCW) approved a motion to recommend that the elected officials set up a Council of Governments (CoG).
- d. **Council of Governments**
 - i. **What Is a CoG:** Like OKI (Ohio, Kentucky, Indiana CoG), the CoG is where governing bodies of any two or more counties enter into an agreement with each other for the establishment of a regional council to study problems common to members of the council. In this case, Workforce Services.

ii. Purpose: To establish a consensus about the needs of an area and the actions needed to solve local problems

iii. Requirements: A COG must have:

1. Inter-Governmental Agreement
2. By-Laws
3. Notification to the State Auditor

iv. PROs:

1. **Increased efficiency.** Streamlining the processing of bills.
2. **Continuation of Services.** The new structure will not cause any disruption of services to job seekers or businesses and it will allow the current staff to remain governmental employees.
3. **Create simplicity.** Allows the Fiscal Agent to align the revenue cycles with the budget cycles.
4. **Enhance flexibility.** As a single entity for the purposes of workforce services, the WDB can more efficiently enter into contracts, and accept outside sources of funds.
5. **Legal Representation.** The CoG and WIBBCW would, as needed, consult with a Workforce Attorney, to ensure that the interests of both entities, including and especially all three counties, were equally protected from their shared liabilities., while ensuring that the LEOs retain their full authority under WIOA.

v. CONs:

1. An increased level of insurance (examples may include CORSA, life insurance, Board Directors/Officers insurance, equipment riders and possible liability; employment practices, fiduciary, workplace violence and internet liabilities, business personal property, employee dishonesty and computer coverage), unless Economic and Workforce Development Services and the Chief Local Elected Officials (CLEOs) continue to cooperate within the centrally-located Warren County Administration Building

vi. Summation:

1. A COG offers benefits and flexibility of operations to a WDB without the additional administrative burdens of a 501(c)(3)
2. Our current setup mirrors that of a COG, we have an IGA among the counties and a set of by-laws, but the elected

officials just haven't passed formal resolutions to become a COG, which would be filed with the State Auditor.

3. As a Council of Governments (CoG), the WIBBCW 'decides', the COG 'ratifies' those decisions and the WIBBCW Operations 'executes' those decisions.
4. WIBBCW recommends that, as part of the submission of the revised LGA and revised IGA, we formalize as a COG

vii. Additional Considerations

1. Liability
 - a. Contracting – Current party to all contracts (no change)
 - b. Staffing – Recommends continued staff alignment with an administrative body (no change)
 - c. Fiduciary – Additional level of insurance beyond D&O
2. Timeline
 - a. COG would be outlined in Inter-Governmental Agreement (IGA) and Local Governance Agreement (LGA)
 - i. Requires Commissioners' approval
 - b. LGA is due to ODJFS on June 30, 2019, extensions granted to August 2019

3. Solutions

- a. As such, while the 2017 WIBBCW's Local Governance Agreement (LGA) was being updated, the Workforce Investment Board of Butler|Clermont|Warren (WIBBCW) approved a motion to suggest that the current CEO Consortium (Chief Local Elected Officials or "CLEOs") operate as a Council of Governments (CoG).

4. Next Steps

- a. **Updates for State/Federal Compliance**
 - i. **Resolution to Establish a Council of Governments (CoG)**
 - ii. **Area 12 Intergovernmental Agreement (IGA) Commissioner Motion for the County Commissioners to adopt the revised Area 12 Intergovernmental Agreement (IGA) for the WIBBCW COG (Council of Governments).** The IGA was reviewed by the WIBBCW in Sept. 2018, then approved by an August 3rd Full Board vote. The IGA fully complies with the

revised WIOAPL (Policy Letters) from ODJFS for governance. Text, detailing the Commissioner's roles were moved to the LGA – the Local Governance Agreement drafted. In the IGA:

1. The Fiscal Agent will get money directly from the State;
2. The BCW|CoG will be the employer of record for Board staff.

- iii. **Local Governance Agreement (LGA) Commissioner Motion** for the County Commissioners to adopt the revised Local Governance Agreement (LGA). It defines the Commissioner's roles and has been pared down, with some the language transferred into updated By-Laws. The LGA was adopted by the WIBBCW.
- iv. **COG By-Laws Commissioner Motion** for the County Commissioners to adopt the Council of Governments (CoG) By-Laws, which were updated, using language from the current LGA - Local Governance Agreement, to add to the revisions.

AREA 12

OVERVIEW OF THE WORKFORCE SYSTEM GOVERNANCE DOCUMENTS

LOCAL ELECTED OFFICIAL DOCUMENTS

Council of Governments (COG) By-Laws

Designates officers, creates a governing board, and appoints a fiscal officer

Intergovernmental Agreement (IGA)

Identifies how the local elected officials will work together for the purposes of workforce development activities

LOCAL ELECTED OFFICIAL AND WORKFORCE BOARD JOINT DOCUMENTS

Local Governance Agreement (LGA)

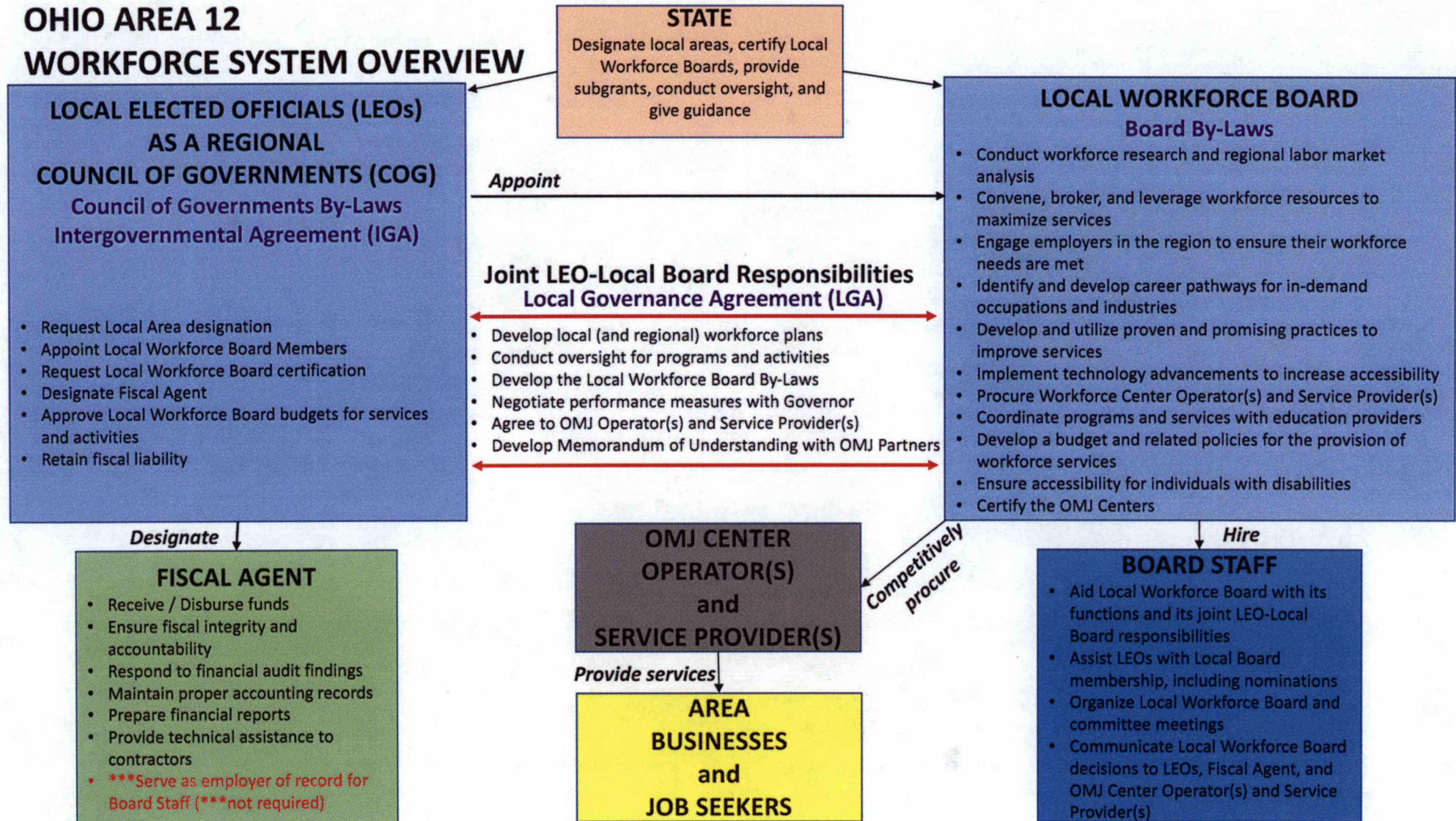
Delineates the roles and responsibilities of the Local Elected Officials, the Board, and the Fiscal Agent

WORKFORCE DEVELOPMENT BOARD DOCUMENTS

Board By-Laws

Outlines how the Board will conduct its affairs, the responsibilities of its members, and duties of its staff, if applicable

OHIO AREA 12 WORKFORCE SYSTEM OVERVIEW



Attachment
Resolution to Establish a CoG
Final Draft

Resolution to Establish a COG

WHEREAS, the County Commissioners serve as the Local Elected Officials under the Workforce Innovation and Opportunity Act of 2014 ("WIOA"); and

WHEREAS, the County Commissioners of COUNTY NAME, along with the County Commissioners of COUNTY NAME and COUNTY NAME recognize that mutually cooperating in the planning and administration of workforce development programs directly benefits the citizens and businesses of their three counties; and

WHEREAS, the County Commissioners of COUNTY NAME, along with the County Commissioners of COUNTY NAME and COUNTY NAME have requested and received designation from the Governor to establish the three-county area known as Local Workforce Development Area 12 ("Area 12") under the WIOA; and

WHEREAS, the Local Elected Officials have appointed and established the Workforce Development Board that is named the Workforce Investment Board of Butler-Clermont-Warren ("WIBBCW") and have received certification from the Governor for the WIBBCW as required under WIOA; and

WHEREAS, the Local Elected Officials and the WIBBCW have entered into a Subgrant Agreement with the Ohio Department of Job and Family Services ("ODJFS") for the provision of WIOA workforce services within Area 12; and

WHEREAS, Ohio Revised Code Chapter 167 provides that the governing bodies of any two or more counties may enter into an agreement with each other for the establishment of a Council of Governments ("COG"); and

NOW, THEREFORE, LET IT BE RESOLVED the Local Elected Officials do hereby create the Butler-Clermont-Warren Council of Governments ("BCW|COG") to employ staff for the purposes of carrying out public workforce system activities. To further define the BCW|COG, the County Commissioners of COUNTY NAME will work with the County Commissioners of COUNTY NAME and COUNTY NAME to create and execute an Intergovernmental Agreement, designate a Fiscal Agent, and develop a separate Local Governance Agreement that outlines the roles and responsibilities of the Local Elected Officials, the WIBBCW, and the Fiscal Agent.

Attachment
Inter-Governmental Agreement (IGA)
Final Draft

INTERGOVERNMENTAL AGREEMENT
for the
OHIO AREA 12 WORKFORCE OPMENT AREA

WHEREAS, the County Commissioners of Butler, Clermont, and Warren Counties serve as the Local Elected Officials (“Local Elected Officials” or “LEOs”) under the Workforce Innovation and Opportunity Act of 2014 (“WIOA”);

WHEREAS, the Local Elected Officials have requested and received designation from the Governor to establish the three-county area as Local Workforce Development Area 12 (“Area 12”) under the WIOA;

WHEREAS, the Local Elected Officials have appointed and established the Workforce Development Board that is named the Workforce Investment Board of Butler-Clermont-Warren (“WIBBCW”) and have received certification from the Governor for the WIBBCW as required under WIOA;

WHEREAS, the Local Elected Officials and the WIBBCW have entered into a Subgrant Agreement with the Ohio Department of Job and Family Services (“ODJFS”) for the provision of WIOA workforce services within Area 12;

WHEREAS, the Local Elected Officials hereby designate the BCW|COG as the Fiscal Agent for WIOA and other workforce-related funding;

WHEREAS, the Local Elected Officials will execute a separate Local Governance Agreement that outlines the roles and responsibilities of the Local Elected Officials, the WIBBCW, and the Fiscal Agent;

WHEREAS, the Local Elected Officials recognize that mutually cooperating in the planning and administration of workforce development programs directly benefits the citizens and businesses of Area 12;

WHEREAS, Ohio Revised Code (“ORC”) Chapter 167 provides that the governing bodies of any two or more counties may enter into an agreement with each other for the establishment of a regional Council of Governments (“COG”);

WHEREAS, to comply with the terms and conditions set forth within WIOA and its regulations, ODJFS WIOA policies, and the Subgrant Agreement entered into with ODJFS, the Local Elected Officials find it necessary to create the Butler-Clermont-Warren Council of Governments (“BCW|COG”) to employ staff for the purposes of carrying out public workforce system activities and to create this Intergovernmental Agreement;

and

WHEREAS, the signatories are all duly elected officials of units of local government, acting pursuant to constitutional and/or statutory authority to enter into this multi-jurisdictional agreement;

NOW, THEREFORE, LET IT BE RESOLVED that the Local Elected Officials intend to be bound by this Intergovernmental Agreement and agree to the following:

ARTICLE I. PURPOSE OF THE COUNCIL OF GOVERNMENTS AND THIS AGREEMENT

A. The BCW|COG is created for the express purpose of implementing, governing, and administering any and all workforce and economic development programming, as directed by the Ohio Department of Job & Family Services through its sub-grant agreement(s) with the local workforce development area, the WIBBCW and as authorized and permitted pursuant to the federal WIOA, as amended, and/or any other related and/or similar workforce and/or economic development legislation enacted by federal, state, or local laws.

B. The purpose of this Agreement is to establish the terms, conditions, and requirements governing the implementation, governance, and administration of the BCW|COG. The terms and conditions of this Agreement comply with the requirements of federal and Ohio statute, regulations, and policy, including ODJFS Policy 15-18.1 regarding Local Workforce Development Area Governance and the creation of an Intergovernmental Agreement.

ARTICLE II. MEMBERSHIP IN THE COUNCIL OF GOVERNMENTS AND CREATION OF THE CEO EXECUTIVE BOARD.

A. The membership of the BCW|COG shall be made up of the nine (9) County Commissioners from Butler, Clermont, and Warren Counties.

B. Any designated or proxy BCW|COG representative may resign their position on the Council at any time by giving written notice to the board of county commissioners who made their appointment. Any regular or proxy BCW|COG representative may be removed from their position on the BCW|COG at any time, with or without cause, by recorded vote of the Board of County Commissioners who made their appointment. The resignation and/or removal shall take effect at the time specified therein. All representative positions shall be considered vacated upon the death of the individual. Replacements for vacancies on the BCW|COG created by removal, resignation, or death shall be addressed by the member county within forty-five (45) days after the position on the Council is vacated.

C. The County Commissioners of each of these three (3) counties will select and designate one (1) County Commissioner to represent their workforce interests on a Chief Elected Officials Executive Board ("CEO Executive Board"). The CEO Executive Board will be authorized to act on behalf of the full Council. It will be the responsibility of each designated representative to gather input from and provide feedback to the individual county he or she represents.

The right of the designated County Commissioner to serve on the CEO Executive Board shall be recognized immediately upon the publication of the recorded vote by the Board of County Commissioners. In all cases, when the designated County Commissioner ceases being a

Commissioner in their member county, his or her term as a representative of the CEO Executive Board shall also cease.

If the designated County Commissioner cannot attend any regular or special CEO Executive Board meeting, he or she may arrange for a temporary proxy to serve in his or her place for that particular meeting. Such temporary proxy arrangement shall be made by the designated County Commissioner in writing and shall include the proxy's name, relationship to the BCW|COG, and the date of the meeting. As an option to a temporary proxy, a Board of County Commissioners may choose to declare by resolution a Commissioner who shall serve as the alternate designee to the CEO Executive Board. A temporary proxy or alternate designee shall not have the ability to vote on any business or activity that executes or terminates a contract which exceeds fifty thousand dollars (\$50,000.00).

ARTICLE III. SECURING INPUT OF ALL ELECTED OFFICIALS

Each of the following methods shall allow for each member county's elected Commissioners to provide input into workforce decisions:

- A. As each member county is represented by a designated County Commissioner on the CEO Executive Board, it shall be incumbent upon those designated County Commissioners to regularly provide information to, and to gather input from, their fellow County Commissioners to assist making both regular and special/critical decisions.
- B. On at least an annual basis, the CEO shall make a complete report for the benefit of obtaining the input of all nine (9) of the Local Area 12 County Commissioners.
- C. All CEO Executive Board and WIBBCW meetings, and the schedules of the same, will be made known to the County Commissioners of each county, and they will have an opportunity to appear and speak at any of those, should they elect to do so.

ARTICLE IV. ADOPTION OF BY-LAWS AND THE DESCRIPTION OF THE POWERS OF THE COUNCIL OF GOVERNMENTS.

The representative membership of the Council shall adopt a set of Council By-Laws, by a majority vote of its members, at its first duly noticed public meeting after the Commissioners enter into this Agreement. The Council By-Laws shall address how the County Commissioners will carry out the General Powers and Specific Powers described herein.

- A. **General Powers.** The Council is empowered by each of the respective Boards of County Commissioners who are members of the same, to take any and all actions consistent with those provided for within Section 167.03 of the ORC, as amended, in furtherance of implementing, governing, and administering any and all workforce and economic development programming authorized and permitted pursuant to the federal WIOA, and/or any other related and/or similar workforce and/or economic development legislation enacted by federal, state, or local laws.

B. Specific Powers. In furtherance with the General Powers conferred upon the Council by this Agreement and pursuant to Section 167.03 of ORC, the BCW|COG is also empowered with all of the following specific powers that shall be further described in the Council By-Laws.

1. Requesting designation of the Local Workforce Area
2. Employing staff and/or contracting for the services of consultants and experts to execute the general and specific powers as set forth in this Agreement
3. Appointing members to the Local Workforce Development Board and requesting certification from the State as required
4. Providing input into the development of the Local Workforce Development Board By-Laws
5. Designating the Fiscal Agent
6. Establishing and negotiating local performance standards with the Local Workforce Development Board and the State
7. Establishing a local OhioMeansJobs workforce system and participating in its Memorandum of Understanding (MOU) with the Workforce Development Board and Workforce Center Partners
8. Participating in the competitive procurement of workforce services, including One-Stop Operations, Adult and Dislocated Workers Services, Comprehensive Case Management Employment Program (CCMEP) Youth Services, and other activities under the purview of the BCW|COG
9. Partnering with the Local Workforce Development Board to create a Local and Regional Workforce Plans
10. Entering into a Local Governance Agreement with the Workforce Development Board and the Fiscal Agent

ARTICLE V. ALLOCATION AND RE-ALLOCATION OF AREA FUNDS.

Whenever grant funds are allocated to Local Area 12, the staff of the BCW|COG and/or the designated Fiscal Agent shall report the allocation to the BCW|COG and the CEO Executive Board at the next regularly scheduled or special meeting. It is agreed that where the allocation of funds have been allocated by the granting authority with certain amounts attributed to or designated for a specific entity or geographic jurisdiction, such as a county, the BCW|COG's agents and/or staff, including the Fiscal Agent, shall initially assign the allocation of said grants as income and expenditures available for that entity and/or geographic jurisdiction. Where the allocation of funds is not specifically attributed to or designated for a specific entity or geographic jurisdiction, said funds shall be allocated pursuant to the direction provided by the WIBBCW and the CEO Executive Board based upon a rational division attributed to earning the

same or merit, with said division being approved by a majority vote by those CEO Executive Board members in attendance at a regularly scheduled or special meeting.

Each allocated grant received by the BCW|COG has a grant term measured from the date that the grant may be spent through the closing date of the grant. The Workforce Development Area's Board can fully execute its responsibility to manage the funds and oversee the programs, unless restricted by a unanimous vote by those CEO Executive Board members in attendance at a regularly scheduled or special meeting. After the first half of a grant term for grants allocated to a specific entity or geographic jurisdiction has ended, those remaining grant funds that have not been expensed or accrued, may be made available via reallocation by the Fiscal Agent to other entities or jurisdictions, or back to the ODJFS, following a majority vote of those CEO Executive Board members in attendance at a regularly scheduled or special meeting. Consideration shall be given to what funds have been obligated before they are reallocated.

ARTICLE VI. LIABILITY.

In the event that a non-performance sanction, disallowed cost, misspent funds, audit exception, or other liability issue resulting in repayment of monies is levied by the State of Ohio, or other governing entity, against the BCW|COG, the CEO Executive Board, without delay will notify the Board of Commissioners of each of the BCW|COG counties of the sanction, disallowed cost, or audit exception requiring repayment. The CEO Executive Board will examine the reasons cited for the sanction, disallowed cost, or audit exception and make a recommendation to the Boards of County Commissioners as follows:

- whether the BCW|COG should appeal or accept the sanction, disallowed cost, finding of misspent funds or audit exception requiring repayment;
- whether the BCW|COG can address the sanction, disallowed costs, or audit exception 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;
- whether the evidence of the liability associated with the performance sanction, disallowed cost, or audit exception requiring repayment supports a conclusion of individual liability for one or more of the member counties, and/or whether the liability cannot be assigned to an individual member county and should be collectively shared; and
- 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.

Each Board of County Commissioners shall, within sixty (60) days of notification of the sanction, disallowed cost, misspent funds, audit exception, or other liability issue, resolve to approve or disapprove the recommendation of the CEO Executive Board and convey their response to the CEO Executive Board and the other Boards of County Commissioners. If one or more member counties disagree(s) with the recommendation of the CEO Executive Board, the CEO Executive Board shall schedule a special public meeting of the full nine (9) member BCW|COG who shall meet to resolve the issue. The BCW|COG shall take action based upon a vote taken at this

special meeting. In order for this meeting to occur, a minimum of four (4) County Commissioners must be present. In order for any decision to be binding, any action must receive a majority of the votes of the County Commissioners assembled. Any decision reached and the reason for the decision will be conveyed in writing to the appropriate governmental entities.

When the member counties agree with the determination of the CEO Executive Board, and/or the majority of County Commissioners of the BCW|COG agree on an action at a special public meeting, the member counties agree to the following with respect to repaying and/or returning monies.

A. Repayment using member county monies where individual county liability has been determined.

Where a final determination has been made that one or more counties have to repay grant funding using county funds, either by acceptance of liability by the individual county Board of County Commissioners, or following the special meeting of all member County Boards of Commissioners, said county must enter into an Agreement with the granting authority and/or the BCW|COG to repay said funds to the granting authority within ninety (90) days following the final determination. Failure to do so shall constitute a material breach of this Agreement.

B. Repayment using member county monies where collective liability of all member counties has been determined.

The member counties agree that in the event that the State of Ohio or another governing entity identifies a performance sanction, disallowed cost, audit exception, or other liability finding, that applies generally to the BCW|COG or the WIBBCW, and not to a specific member county, requiring the payment of county monies; the return shall be based upon the percentage of grant funds received by each member county. The percentage shall be determined by the Fiscal Agent, based upon the percentage of grant funding received by the BWC-COG, and allocated to the member counties. 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. 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.

Where a final determination has been made that all counties have to repay grant funding using county funds, either by acceptance of each County Board of Commissioners of liability, or following the special meeting the BCW|COG, said county 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. Returning or reduction of WIOA or other state or federal grant monies where there is individual liability.

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 by acceptance of the member counties, and/or by special vote of the BCW|COG of the three member counties, that one or more counties have to return or reduce grant funding, the BCW|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 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 State of Ohio or other governing entity identifies a performance sanction, disallowed cost, audit exception, or other liability finding that applies generally to the BCW|COG or WIBBCW, 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. The percentage shall be determined by the Fiscal Agent, based upon the percentage of grant funding received by the BCW|COG, and allocated to the member counties. 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.

The BCW|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 Fiscal Agent by reducing the amount of funds available for each member county by the corresponding amount reduced and/or returned.

ARTICLE VII. PENALTY FOR BREACH OF ARTICLE VII., LIABILITY, OF THIS AGREEMENT.

Should any member county commit a material breach of this Agreement as set forth within "Article V. Liability" of this Agreement, the BCW|COG may by majority vote, at a regular or specially scheduled meeting, indefinitely suspend all WIOA and related workforce services and the payment for the same, contracted for by the BCW|COG and/or WIBBCW within the breaching member county, immediately following the holding of said vote. The BCW|COG, will reinstate and arrange for the resumption of all services and payment for the same, by a

majority vote, at the next regularly scheduled or special meeting once the material breach is cured.

ARTICLE VIII. DISPUTE RESOLUTION.

The parties to this Agreement agree to attempt to resolve all differences amicably first by mediation if so elected by the parties pursuant to the terms and conditions of this Agreement. Should mediation not be elected or not resolve the matters, the parties to this Agreement have agreed to waive any and all interests to engaging in advocacy or litigation before any administrative or court forum, jurisdiction, or tribunal, and instead litigate and resolve all disputes through binding arbitration pursuant to the terms and conditions set forth within this Agreement.

A. Mediation.

The BCW|COG will make efforts to resolve all disputes informally and at the earliest time possible. Except for disputes relating to the subjects contained within "Article IV. Liability," when any of the commissioner representatives disagrees with any action or inaction by another party to this Agreement, the parties agree to contact each other in an effort to clarify any misunderstandings and to attempt to resolve disagreements. Any County Commissioner may submit a disputed issue, in writing, to the CEO Executive Board. The CEO Executive Board will review the issue, attempt to resolve the issue, and provide a determination in writing. If the Commissioner that submitted the issue is not satisfied with the decision, the Commissioner may request that the matter be referred to the Ohio Commission on Dispute Resolution for further dispute resolution. The matter will be submitted for dispute resolution if a majority of the BCW|COG votes to refer the matter. The final decision on all non-liability issues shall be solely determined by the member representatives of the BCW|COG by majority vote.

B. Binding Arbitration in Place of Litigation.

The parties to this Agreement agree that in all cases, binding arbitration as set forth within this document, as opposed to litigation in any other court, venue, and/or forum, will be the sole and only means of resolving all disputes, regardless of the outcome of any mediation.

1. If there are any outstanding disputes that cannot be resolved in any manner short of an advocated outcome, any of the parties to this Agreement may submit the matter to final and binding arbitration by submitting notice to the other parties to this Agreement of their intent to arbitrate and select an arbitrator for such dispute.
2. The parties will obtain a seven (7) member arbitrator panel list from the Federal Mediation and Conciliation Services.
3. The party seeking the arbitration and the remaining parties shall use the alternate strike method from the list of seven (7) arbitrators from the panel of arbitrators. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative

to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

4. The arbitrator shall hold the arbitration promptly and issue his/her decision within a reasonable time thereafter. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable federal and/or Ohio law.
5. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement; nor add to, subtract from or modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged dispute occurring at any time other than the Agreement period in which such right originated or to make any award based on rights arising under any previous agreement, dispute or practices.
6. The decision of the arbitrator and any pre-arbitration settlement shall be final and binding upon all parties. The arbitrator's fee shall be borne by the losing party or parties. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the fee of the arbitrator, or in what proportion the parties shall share the fee.
7. Expenses of any witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one: such fees shall be split equally if more than one party desires a court report's recording, or request a copy of any transcript.

ARTICLE IX. AMENDMENT OR ADDENDUM.

This Agreement may be amended or added to at any time by the written, signed consent of the parties. Amendments to this agreement shall require the passage of a recorded vote or resolution by the Board of County Commissioners for each county.

ARTICLE X. TERM OF AGREEMENT.

This Agreement shall take effect upon passage of resolution by each Board of County Commissioners, and shall remain in effect until terminated in accordance with this paragraph or until the WIOA is otherwise repealed, and is not replaced with substantively similar workforce legislation.

Any member county may terminate this Agreement with an effective termination date on June 30th of the following year, by a recorded vote to that effect on or before December 31st of the prior year in which termination is to occur. Provision of an application submitted to ODJFS by

the commissioners of a member county seeking to be reassigned to another workforce development area, with a copy provided to the other member counties prior to the year in which that new reassignment to occur shall constitute adequate notice, and termination of this Agreement shall be effective June 30, the end of the following Program Year, or on the date set by ODJFS on which workforce development area reassignment is permitted to occur, whichever date is later. Termination of this Agreement shall not affect the liabilities incurred prior to the termination date.

ARTICLE XI. ISSUES ASSOCIATED WITH TERMINATION.

Upon proper notice of termination of this Agreement, the BCW|COG shall continue to exercise its powers until the effective termination date of this Agreement. Following termination of this Agreement, the BCW|COG and/or its employees and agents may only exercise such powers as to enable it to pay and discharge all debts, expenses, and charges legally incurred hereunder, and dispose of, divide, and distribute any property required as a result of this Agreement. These powers shall include the ability to sell or otherwise dispose of property, and distribute to the federal, state, and/or local governments such property and funds as lawfully required.

ARTICLE XII. SEVERABILITY AND ENFORCEABILITY.

Nothing contained in this Agreement or any Council By-Laws promulgated pursuant thereto, shall be construed to authorize any action which any party is not authorized by law to undertake. Should any part, term or provision of this Agreement be decided by an arbitrator or court of competent jurisdiction to be illegal or in conflict with any federal or state laws or regulations, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portion or provision shall not be affected thereby.

Article XIII. SOLE AGREEMENT.

This is the sole and only agreement between the parties governing the relationship defined herein. All prior written agreements are null and void.

ARTICLE XIV. SIGNATURES.

This document shall be enforceable once it has been signed by at each of the Commissioners from each of the three member counties, following a recorded vote for the county to enter into this Agreement. Signatures on a single or on multiple signature pages shall be acceptable.

Attachment

Local Governance Agreement (LGA)

Final Draft

LOCAL GOVERNANCE AGREEMENT
Between the
BUTLER-CLERMONT-WARREN COUNCIL OF GOVERNMENTS
and the
WORKFORCE INVESTMENT BOARD FOR BUTLER-CLERMONT-WARREN
and the
FISCAL AGENT FOR BUTLER-CLERMONT-WARREN

- This Agreement is, by and between the Butler-Clermont-Warren Council of Governments ("BCW|COG" or "Council"), the Fiscal Agent, the Workforce Investment Board of Butler-Clermont-Warren ("WIBBCW" or "Workforce Board").
- WHEREAS, Butler, Clermont, and Warren Counties have been jointly designated by the Governor as Ohio Local Area 12 ("Area 12") for purposes of the allocation of funds under the Workforce Innovation and Opportunity Act ("WIOA") in Ohio; and
- WHEREAS, the BCW|COG is recipient of WIOA funds for Area 12; and
- WHEREAS, the BCW|COG will serve as Fiscal Agent; and
- WHEREAS, the BCW|COG has appointed the WIBBCW to develop, implement, and oversee the policies and programs to accomplish the requirements of the WIOA; and
- WHEREAS, as outlined in the BCW|COG By-Laws, the Council utilizes its BCW|COG Executive Board that is comprised one (1) County Commissioner from each of the three (3) to conduct business and act on behalf of the full Council; and
- WHEREAS, the WIOA requires that a local governance agreement be entered into, to delineate the roles and responsibilities of the BWC-COG (serving as the Chief Elected Officials), the WIBBCW, and the Fiscal Agent.

NOW THEREFORE BE IT RESOLVED, in order to establish clear roles and responsibilities for each entity involved in the workforce delivery system it is hereby agreed as follows:

ARTICLE 1. PRIMARY DUTIES OF THE BCW|COG

As the Chief Elected Officials for Area 12, the following items shall serve as the primary duties of the BCW|COG:

- Nominating/appointing/removing members to/from the WIBBCW
- Requesting local area designation from the State Workforce Board and Governor
- Serving as grant recipient and retaining fiscal liability for use of funds
- Approving budgets submitted by WIBBCW for services and activities
- Providing input into the WIBBCW By-Laws

ARTICLE 2. PRIMARY DUTIES OF THE WIBBCW

The following shall serve as the primary duties of the WIBBCW:

- Conducting workforce research and regional labor market analysis
- Convening, brokering, and leveraging workforce resources to maximize services
- Engaging employers in the region to ensure their workforce needs are met
- Identifying and developing career pathways for in-demand occupations and industries
- Developing and utilizing proven and promising practices to improve services
- Implementing technology advancements to increase accessibility
- Procuring Workforce Center Operator(s), Service Provider(s), and other services as needed
- Coordinating programs and services with education providers
- Developing a budget and related policies for the provision of workforce services
- Ensuring accessibility for individuals with disabilities
- Hiring an Executive Director and staff as needed
- Certifying the Area 12 OhioMeansJobs centers in accordance with state guidelines

ARTICLE 3. JOINT DUTIES OF BCW|COG AND THE WIBBCW

The following shall serve as the duties that shall be jointly shared and carried out by and between the BCW|COG and the WIBBCW:

- Developing the local and regional workforce plans
- Conducting oversight of programs and activities, including use, management and investment of funds as well as the methodology for how funding additions (or reductions) are handled within the region
- Negotiating local performance standards
- Providing agreement to Workforce Center Operator(s) and Service Provider(s) selected by the WIBBCW

ARTICLE 4. PRIMARY DUTIES OF THE FISCAL AGENT

The following shall serve as the primary duties of the Fiscal Agent:

- Receiving and expending funds in accordance with BCW|COG and WIBBCW policies and contractual obligations
- Ensuring sustained fiscal integrity and accountability of funds, including maintaining proper accounting records and adequate documentation
- Proposing recommendations for equitable distribution of resources throughout Area 12
- Preparing applications and requests for funding
- Preparing monthly financial reports

- Providing technical assistance to the BCW|COG, WIBBCW, and the WIBBCW Director on financial matters
- Providing input on proposed budgets submitted by applications during competitive procurements
- Responding to findings from financial audits and monitoring reports
- Providing an accounting report on an annual basis that outlines how the funding and other resources were utilized within each of the three counties comprising Area 12

ARTICLE 5. JOINT MEETINGS

The BCW Executive Board and the Officers of the WIBBCW shall meet jointly at least twice per year. These meetings are designed to provide an open forum for communications and ensure the appropriate implementation of the workforce plan, the OhioMeansJobs workforce system, and related workforce activities.

ARTICLE 6. ESTABLISHING THE WIBBCW

The following items relate to the establishment of the WIBBCW:

- The Board members will be appointed by the BCW|COG in compliance with WIOA section 107(c).
- The composition of the WIBBCW will comply with WIOA requirements as outlined in WIOA section 107(b)(2).
- The by-laws WIBBCW operations will be established to ensure compliance and promote effectiveness of the Workforce Board in fulfilling its duties and responsibilities.
- The BCW|COG will ensure that the WIBBCW membership provides geographical representation of Area 12.
- All business members of the WIBBCW will be recommended by a business organization subject to approval by the BCW|COG.
- The BCW|COG will ensure the business membership represents diverse industry sector representation.
- Members of the WIBBCW may resign from the Workforce Board at any time by providing written notification to the WIBBCW Director.
- Members of the WIBBCW will be required to actively participate and meeting attendance will be monitored.
- The BCW|COG may remove and replace a WIBBCW member due to circumstances such as poor attendance, conflict of interest, or upon the recommendation by the WIBBCW membership.

ARTICLE 7. HIRING OR DESIGNATING A LOCAL WIBBCW DIRECTOR AND/OR STAFF

- The WIBBCW may hire a Director and other staff as deemed appropriate to carry out its duties.
- Job descriptions for the Director and staff will be established by the WIBBCW and shall contain objective qualifications as well as responsibilities, including, but not limited to
 - Providing technical, professional, and clerical support to the WIBBCW, including meeting coordination
 - Ensuring official minutes of BCW|COG and WIBBCW meetings are maintained
 - Providing research for workforce policy recommendations
 - Facilitating the development of the local and regional workforce plans
 - Administering process for procuring Workforce Center Operator(s), Service Provider(s), and other services
 - Negotiating contracts with vendors and/or providers
 - Monitoring and evaluating performance and determining need for corrective action
 - Implementing approved budgets, policies, and contracts
 - Preparing programmatic outcome reports
 - Ensuring independent audits are conducted on at least an annual basis
 - Taking emergency action as needed to protect federal and state funds, safeguard assets, and ensure program integrity; such emergency action shall be subject to BCW|COG and WIBBCW approval
- The WIBBCW will establish an appropriate method to evaluate the Director and staff.
- The WIBBCW may terminate the Director and/or staff if it is deemed that the job performance is inadequate and efforts to resolve the issue(s) have been unsuccessful.

ARTICLE 8. INDEMNIFICATION

The BCW|COG shall indemnify, hold harmless, come in and defend, or assume the defense of the WIBBCW and its trustees, from and against any and all actions and causes of action, claims, demands, liabilities, losses, damages or expenses which the WIBBCW or its trustees may suffer or incur in connection with any litigation, threatened or settled litigation, suit or controversy, investigation, or administrative procedure, including attorney's fees, for any act, omission, or negligence carried out by the WIBBCW or its trustees. However, such indemnification does not include any willful, wanton, or reckless conduct or acts carried out by the WIBBCW or its trustees.

ARTICLE 9. DISPUTE RESOLUTION

As the Chief Elected Officials for Area 12, the BCW|COG is financially liable for the public workforce activities carried out by the WIBBCW. In the event of a dispute between the two parties, the Officers of the WIBBCW and the BCW|COG Executive Board shall meet jointly to attempt to resolve the issue. If mutual agreement cannot be reached, then the majority decision of the BCW|COG Executive Board shall be final.

At no time does this dispute resolution process usurp the mutual agreements that are required to carry out the Joint Duties of the BCW|COG and the WIBBCW that are described in the previous section.

ARTICLE 10. AMENDMENTS

This agreement may be amended by separate majority approval of the BCW|COG and the WIBBCW. At a minimum, at least thirty (30) days advance written notice must be provided to each member of the BCW|COG and WIBBCW.

ARTICLE 11. TERM OF AGREEMENT

This agreement shall be effective from the date of signature and shall continue until amended as referenced above or terminated by written notification by any of the three parties with ninety (90) days written notice.

Attachment
Council of Governments (CoG) By-Laws
Final Draft

BY-LAWS
OF
THE BUTLER-CLERMONT-WARREN
COUNCIL OF GOVERNMENTS

PREAMBLE

WHEREAS, the Boards of County Commissioners have entered into an Intergovernmental Agreement establishing a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, known as the Butler-Clermont-Warren Council of Governments (BCW|COG), those charter counties participating in the Intergovernmental Agreement being Butler, Clermont and Warren;

WHEREAS, the County Commissioners of Butler, Clermont, and Warren Counties serve as the Local Elected Officials ("Local Elected Officials" or "LEOs") under the Workforce Innovation and Opportunity Act of 2014 ("WIOA");

WHEREAS, the Local Elected Officials have requested and received designation from the Governor to establish the three-county area as Local Workforce Development Area 12 ("Area 12") under the WIOA; and

WHEREAS, the Local Elected Officials have appointed and established the Workforce Development Board that is named the Workforce Investment Board of Butler-Clermont-Warren ("WIBBCW") and have received certification from the Governor for the WIBBCW as required under WIOA;

WHEREAS, the Local Elected Officials and the WIBBCW have entered into a Subgrant Agreement with the Ohio Department of Job and Family Services ("ODJFS") for the provision of WIOA workforce services within Area 12;

WHEREAS, the Local Elected Officials have designated the BCW|COG as the Fiscal Agent for WIOA and other workforce-related funding;

WHEREAS, the Boards which have entered into the Intergovernmental Agreement establishing BCW|COG have duly appointed representatives to approve these By-Laws, and said representatives have met for the purpose of adopting these By-Laws in accordance with the Ohio Revised Code;

NOW, THEREFORE, the following provisions, having been duly adopted and amended by the members of the Council, shall constitute the By-Laws of BCW|COG.

ARTICLE I
MEMBERSHIP IN THE COUNCIL OF GOVERNMENTS AND CREATION OF THE CEO EXECUTIVE BOARD.

- A. The membership of the BCW|COG shall be made up of the nine (9) County Commissioners from Butler, Clermont, and Warren Counties.
- B. Any designated or proxy BCW|COG representative may resign their position on the Council at any time by giving written notice to the board of county commissioners who made their appointment. Any regular or proxy BCW|COG representative may be removed from their position on the BCW|COG at any time, with or without cause, by recorded vote of the Board of County Commissioners who made their appointment. The resignation and/or removal shall take effect at the time specified therein. All representative positions shall be considered vacated upon the death of the individual. Replacements for vacancies on the BCW|COG created by removal, resignation, or death shall be addressed by the member county within forty-five (45) days after the position on the Council is vacated
- C. The County Commissioners of each of these three (3) counties will select and designate one (1) County Commissioner to represent their workforce interests on a Chief Elected Officials Executive Board ("CEO Executive Board"). The CEO Executive Board will be authorized to act on behalf of the full Council. It will be the responsibility of each designated representative to gather input from and provide feedback to the individual county he or she represents.

The right of the designated County Commissioner to serve on the CEO Executive Board shall be recognized immediately upon the publication of the recorded vote by the Board of County Commissioners. In all cases, when the designated County Commissioner ceases being a Commissioner in their member county, his or her term as a representative of the CEO Executive Board shall also cease.

If the designated County Commissioner cannot attend any regular or special CEO Executive Board meeting, he or she may arrange for a temporary proxy to serve in his or her place for that particular meeting. Such temporary proxy arrangement shall be made by the designated County Commissioner in writing and shall include the proxy's name, relationship to the Council, and the date of the meeting. As an option to a temporary proxy, a Board of County Commissioners may choose to declare by resolution a Commissioner who shall serve as the alternate designee to the CEO Executive Board. A temporary proxy or alternate designee shall not have the ability to vote on any business or activity that executes or terminates a contract which exceeds fifty thousand dollars (\$50,000.00).

ARTICLE II
ELECTION OF OFFICERS.

The CEO Executive Board shall organize at its first regularly scheduled meeting the election of one of the designated County Commissioners to serve as the Chief Elected Official ("CEO"), and another to serve as the as Vice-Chair. If the elected CEO or Vice-Chair ceases to serve on the Council or resigns his or her position as CEO or Vice-Chair, the nine (9) County Commissioners of the BCW|COG shall hold a new vote at their next regularly scheduled meeting to elect one of its members to preside as CEO, and/or Vice-Chair for the remainder of the term. The CEO shall

hold all of the powers/authorities granted to the same within the text of the WIOA, its regulations, and/or federal, state, and local policies, unless the Council's Intergovernmental Agreement expressly provides those powers/authorities to others. Included within those powers shall be the authority to schedule, cancel, and preside over all meetings. If a member county should send multiple commissioners and/or a proxy to a CEO Executive Board meeting and there is a dispute as to who should represent the county, the CEO will recognize the rights of one representative to speak on all issues and vote, in the following ranked order:

1. the designated primary, representative commissioner;
2. any other commissioner from the county, recognizing of the other commissioner, the commissioners in the following order:
 - a. the commissioner appointed by the county's board as an alternate;
 - b. the commissioner invited by the member representative commissioner to serve in his/her place as noticed in writing to the Council staff or CEO;
 - c. the ranking position held by the commissioner on their respective Board of Commissioners (President, Vice-President, etc.).

ARTICLE III DUTIES OF OFFICERS AND FISCAL AGENT.

- A. CEO. The CEO shall preside at all meetings. The CEO shall exercise, subject to the control of the members of the Council, general supervision over the affairs of the Council and shall perform generally all duties incidental to the office and such other duties as may be assigned by the Council. The CEO has the authority to create, appoint membership, and dissolve all Council committees. The CEO shall sign all contracts that the BCW|COG is a party to and as authorized by the Council and/or CEO Executive Board.
- B. Vice-Chair. The Vice-Chair shall perform all duties of the CEO in his/her absence or during his/her inability to act and shall perform such other duties as may be assigned by Council and/or CEO Executive Board.
- C. Fiscal Agent. The designated Fiscal Agent shall serve as a non-voting, advisory member of the Council and the CEO Executive Board. The Fiscal Agent shall have responsibility for the funds of the Council, including the receipt, deposit, investment and disbursement of the Council funds, or the supervision thereof, as may be ordered by the membership. The Fiscal Agent will endorse on behalf of the Council for collection, checks, notes and other obligations. The Fiscal Agent shall make or supervise the making of monthly statements of Council accounts and such other statements as may be required by the Council and shall maintain a full and accurate accounting of all monies received and paid on behalf of the Council. The Fiscal Agent shall perform such other duties as may, from time to time, be assigned to him/her by the Council and/or the Council's staff. The fiscal officer shall attend all training required by any federal oversight entities as well as the State Auditor and/or State Treasurer to ensure the safe investment of funds.

**ARTICLE IV
MEETINGS OF MEMBERS.**

- A. Member Meetings. The CEO shall schedule a meeting at least annually with all three (3) member counties, to obtain the input of all nine (9) of the Local Area 12 County Commissioners. This meeting will review the operations, performance, and finances of the Council at a time and place convenient to all Boards of County Commissioners. During this meeting, potential amendments to the Council's Intergovernmental Agreement, state and federal performance reports, audits, and individual county performance statistics will be reviewed. The staff for the Council, shall provide an annual report to each Board of County Commissioners detailing the activity, performance, and finances of the Council to be given at the annual meeting. The staff shall provide additional written as they are requested.
- B. Special Meetings. Special meetings of the members may be called by the CEO who shall designate the time and place of such meetings.
- C. Notice of Meetings. Notice of all meetings will be by telephone, electronic notification, and/or a letter of reminder mailed by the CEO or the individual chairing the meeting, or their designee(s), at least five (5) working days prior to the meeting. The notice shall contain the time, place and purpose of the meeting.
- D. Open Meetings. Pursuant to Section 121.22 of the Ohio Revised Code, Council meetings shall be open to the public, subject to the exceptions contained in Section 121.22(G). The Council shall establish a policy setting forth a reasonable method whereby any person may determine the time and place of its meetings.
- E. Quorum. A majority of the members or their designated representatives shall constitute a quorum to transact business at any member meeting.
- F. Voting. Voting shall be done by the authorized representative from each member Board. Except as otherwise provided in these By-Laws, a majority vote of those present and eligible to vote on the issue under consideration at a meeting is required to approve any action. A voting member not in attendance at a meeting may vote by proxy by providing a written authorization for a scheduled vote in accordance with the conditions set forth in Article I. C.
- G. Rules. Meetings shall be conducted in a customary and orderly manner.

**ARTICLE V
AUTHORITY OF THE COUNCIL.**

The Council has all the powers and authority vested in Regional Councils of Government by Chapter 167 of the Ohio Revised Code.

**ARTICLE VI
POWERS OF THE COUNCIL AND THE CEO EXECUTIVE BOARD.**

On behalf of the Council, the CEO Executive Board is empowered to take any and all actions consistent with those provided for within Section 167.03 of the ORC, as amended, in furtherance of implementing, governing, and administering any and all workforce and economic development programming authorized and permitted pursuant with the federal WIOA and/or any other related and/or similar workforce and/or economic development

legislation enacted by federal, state, or local laws. Such general powers include pursuing and securing additional funding sources for workforce development activities and services.

Additionally, the CEO Executive Board is authorized to act on behalf of the Council with respect to the following specific powers:

A. Requesting Designation of the Local Workforce Area

In accordance with federal, state, and local policy, the CEO Executive Board may request designation of the Local Workforce Area.

B. Employing Staff

As set forth and provided within Section 167.05 of the ORC, the CEO Executive Board may employ staff and/or contract for the services of consultants and experts in order to execute the Council's general and specific powers as set forth within the BCW|COG Intergovernmental Agreement, as it deems necessary and appropriate in the manner set forth by these By-Laws, policies, and procedures drafted and adopted by the Council, and in accordance with all applicable federal and state employment laws. Such employment shall address at a minimum the following:

1. job descriptions, including qualifications and duties of personnel;
2. terms and conditions of employment;
3. personnel evaluation process; and
4. process for hiring, disciplinary action, and/or termination.

C. Appointing a Workforce Development Board and Requesting Certification from the State

The CEO Executive Board shall nominate and appoint a Workforce Development Board herein referred to as the Butler-Clermont-Warren Workforce Investment Board ("WIBBCW") in compliance with federal and state regulations. Its duties and responsibilities shall be defined in a separate Local Governance Agreement between the CEOs and the WIBBCW. The CEO Executive Board shall make a good faith effort to ensure the membership of the WIBBCW fairly represents the Area 12 region, including its businesses and citizens. On a bi-annual basis, the CEO Executive Board shall request that the State certify the WIBBCW as required under state and federal regulations.

D. Providing Input into the Development of the Workforce Development Board By-Laws

The CEO Executive Board shall provide input into the creation and adoption of WIBBCW By-Laws. At a minimum, the CEO Executive Board shall ensure that the WIBBCW By-Laws address:

1. The nomination process used by the CEO Executive Board to select the Local WIBBCW Chair and WIBBCW members.
2. The term limitations and how the term appointments will be staggered to ensure only a portion of memberships expire in a given year;
3. The process to notify the CEO Executive Board a WIBBCW member vacancy to ensure a prompt replacement;
4. The proxy and alternative designee process that will be used when a WIBBCW member is unable to attend a meeting;

5. How to integrate the use of technology, such as phone and web-based meetings, to promote WIBBCW member participation, with respect to Ohio Sunshine Laws;
6. The process to ensure WIBBCW members actively participate in convening the system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and
7. A description of any other terms and/or conditions governing WIBBCW appointment or membership as deemed appropriate by the CEO Executive Board.

E. Designating the Fiscal Agent

The Council has designated the BCW|COG to serve as the Fiscal Agent for Area 12. The Fiscal Agent will be responsible for compliance with state and federal fiscal reporting requirements. All OhioMeansJobs operators, contractors, service providers, subrecipients, and/or subgrantees will furnish to the Fiscal Agent, in a timely manner, all fiscal information under their control necessary to complete state and/or federal reporting requirements.

All fiscal agreements shall be subject to federal, state, and local laws including, but not limited to, limitations on use of program funds, cost allocation requirements, procurement requirements, reporting requirements, and audit requirements. This shall include but not be limited to drafting the request for proposals, scoring proposals, selecting winning bids, responding to procurement appeals, negotiating with the selected entities, and drafting and awarding the contract for the following:

1. OhioMeansJobs Center Operator;
2. Adult and Dislocated Worker services providers;
3. CCMEP Youth services; and
4. Other workforce-related programs and activities under the purview of the Council.

The CEO Executive Board will maintain final authority over the authorization of all draws and expenditures, and will be responsible for participating in all audit procedures. Either the CEO Executive Board, or its duly appointed Fiscal Agent, may employ such persons, make or approve such agreements, and establish policies and procedures including, but not limited to, fiscal policies relative to procurement, auditing, fiscal monitoring, and overall fiscal administration and operational procedures as are necessary to conduct business and comply with state and federal laws. Area 12 administrative monies will be used to pay for the costs associated with contracting with and/or employing the Fiscal Agent. The primary financing for the workforce and economic programming overseen by the CEO Executive Board shall be the funding provided through WIOA, and/or through other federal, state, and local grants secured by the CEO Executive Board and/or the WIBBCW. The CEO Executive Board, based upon the advice and counsel provided by the WIBBCW, shall determine, implement, and administer the division of all WIOA and grant funds allocated.

With the exception of instances in which grant monies are to be repaid as set forth within the Intergovernmental Agreement for the Council, it is agreed that the CEO Executive Board may not establish dues or a required contribution that the member counties would have to pay in order to support Council. Should the CEO Executive Board agree by majority vote that additional money is needed from the member counties, it will petition or request each of those member counties within a written request for the provision of the same.

F. Establishing and Negotiating Local Performance Standards

Together, the CEO Executive Board and the WIBBCW shall measure the performance of the WIOA Adult, Dislocated Worker, Comprehensive Case Management Employment Program (CCMEP) Youth, and Business Services primarily through the performance measures set forth within federal law and regulation, and any performance measures in addition to those established by the State of Ohio, to the extent that those measures are legally valid, enforceable, and not in contradiction of federal law. The Fiscal Agent shall be responsible for reporting the performance outcomes for Area 12 on at least a quarterly basis to the CEO Executive Board.

The CEO Executive Board, working in conjunction with the WIBBCW may implement additional performance measures at its discretion, at any time. The CEO Executive Board and WIBBCW may include performance as a standing agenda item during normal business meetings.

The CEO Executive Board shall work jointly and cooperatively with the WIBBCW to negotiate the Area 12 WIOA performance standards with the State of Ohio's designee.

G. Establishing a Local OhioMeansJobs Workforce Delivery System

The CEO Executive Board shall work jointly and cooperatively with the WIBBCW to establish and maintain the OhioMeansJobs (OMJ) service delivery system. It shall listen to the WIBBCW input, and any standing committee(s) formed by the WIBBCW that address OhioMeansJobs issues, and in doing the same, implement its instructions, after providing its own input on each of the following issues:

1. Determining the location(s) of the OMJ Center(s).
2. Determining the location of the comprehensive OMJ Center.
3. Determining the design of OMJ Center(s).
4. Negotiating and approving the final draft of the Memorandum of Understanding ("MOU"), including its budget, and all of its appendices and attachments.
5. Handling directly or contracting with the OMJ Center Operator all issues associated with collecting income from partners, overseeing compensation of the OMJ Center Operator for its expenses, and overseeing reconciling and accounting of the same.
6. Assigning its agents and/or staff to work in conjunction with the WIBBCW to monitor and oversee the OMJ Center operations, including engaging in activities in furtherance of the certification of the OMJ Center's operations.

H. Participating in the Competitive Procurement of Workforce Services Contracts

The CEO Executive Board shall consult with the WIBBCW in administering competitive requests for proposals, including scoring proposals, selecting winning bids, responding to procurement appeals, negotiating with the selected entities, and drafting and awarding the contract for OMJ Center Operator and/or other contractures for workforce services.

I. Partnering with the Local Workforce Development Board to Create Local and Regional Workforce Plans

The CEO shall work jointly and collaboratively with the WIBBCW and other regional workforce development boards to create and implement Local and Regional Workforce Plans that document how activities and services will be carried out along with the anticipated outcomes.

J. Entering into a Local Governance Agreement

The CEO Executive Board shall enter into a separate Local Governance Agreement adopted that further outlines the specific duties and responsibilities of the CEO Executive Board, the WIBBCW, and the Fiscal Agent.

ARTICLE VII FINANCIAL MATTERS.

Financial support for the Council shall be based on WIOA funds, other state and local grants, fees for services rendered, donations/contributions, and other types of financial support, including but not limited to:

1. Grants: The Council may actively pursue and apply for available grants.
2. Fees/Pricing for Purchase of Services: The Council may set and collect reasonable fees for services rendered and pricing will be assessed on an annual basis. Terms of payment shall be determined prior to the offering of any service.
3. Donations/Contributions: The Council may accept individual, business, community and private agency donations/contributions.
4. Membership Cost: With the exception of instances in which grant monies are to be repaid as set forth within the Council's Intergovernmental Agreement, it is agreed that the Council and/or the CEO Executive Board may not establish dues or a required contribution that the member counties would have to pay in order to support the Council. Should the Council agree by majority vote that additional money is needed from the member counties, it will petition or request each of those member counties within a written request for the provision of the same.

ARTICLE VIII WITHDRAWAL FROM MEMBERSHIP.

Any member county may withdraw from the Council by formal action of its Board and upon submittal of ninety (90) days written notice to the Council. For withdrawal less than 90 days written notice, a 2/3 vote of Council membership is required. Upon the effective date of withdrawal, such members shall be released from all obligations and liabilities of the Council with the exception of the following: a) those obligations and liabilities stemming from a contractual arrangement when individuals from the withdrawing member's county are receiving benefits from the contract, or when the withdrawing member is a party to a contract; b) obligations and liabilities stemming from contractual or other arrangements between the withdrawing member and the Council; c) claims pending against Council at the time of the withdrawal; and d) claims arising after withdrawal, but based on events occurring prior to withdrawal. The withdrawing member shall receive a return of its tangible personal property that can be clearly and reasonably determined to be that of such former member and loaned to the Council. The withdrawing member shall receive its share of the county's unexpended allocations and interest. Any and all other monies, including any fees, grants, and property shall remain that of the Council.

**ARTICLE IX
DISSOLUTION OF COUNCIL.**

- (a) Vote: The Council may be dissolved by a two-thirds (2/3) vote of all Council members at any regular monthly membership meeting. Prior to any vote on dissolution, each member shall receive at least forty-five (45) days' written notice from the CEO that the matter of dissolution will be voted upon.
- (b) Dissolving Council: Upon an affirmative vote to dissolve the Council, the Council shall immediately cease to do business and shall only do such acts as are required to conclude its affairs.
- (c) Distribution of Assets: At the conclusion of all Council affairs, any unclaimed assets remaining on the books shall be distributed according to the following schedule:
1. All tangible personal property previously loaned or given to the Council that is clearly identified as to ownership shall be returned to the owner member.
 2. All unexpended monies from federal, state and local sources for services that are not provided and will not be provided by the dissolution date will be returned.
 3. All remaining assets and other intangibles shall be equally divided among all members after all liabilities, if any, have been satisfied.

**ARTICLE X
COUNCIL COMMITTEES.**

The Council and/or the CEO Executive Board may establish Ad Hoc Committees for any reason it deems appropriate.

**ARTICLE XI
AMENDMENT PROCESS.**

The By-Laws of the Council may be amended at any regular or special meeting of the Council at which a quorum is present. Approval of an amendment requires a two-thirds (2/3) vote of the members present at the meeting.

**ARTICLE XII
EFFECTIVE DATE AND AMENDMENTS.**

These By-Laws were duly adopted by a majority of the members of the Council, and became effective on July 1, 2019

Resolution: To approve the By-Laws revisions as presented:

Attachment

AREA 12:
ACTION ITEMS FOR ESTABLISHING A COUNCIL
OF GOVERNMENTS FOR WORKFORCE

**AREA 12:
ACTION ITEMS FOR ESTABLISHING A COUNCIL OF GOVERNMENTS FOR WORKFORCE**

TIME	ACTIVITY		OUTCOME/NOTES
April 1 – 30	1. Educate Each Board of Commissioners about Becoming a Part of a Council of Governments (COG).		<p style="text-align: center;"><u>By April 30</u></p> <p style="text-align: center;">Discussions with all Boards is completed.</p> <p style="text-align: center;">COG and By-Laws resolutions are placed on each County's Agenda for May 1 – 15.</p>
	ACTION:	<ol style="list-style-type: none"> 1. Meet with each Board of Commissioners to discuss COG as outlined below. 2. Provide draft resolutions for COG and COG By-Laws and request them to be put on County agendas for passage during May 1 -15 timeframe. 	<p>Draft resolutions for COG and COG By-Laws, and overviews of COG/ WIBBCW structure and required docs provided.</p>
	RATIONALE:	<p>Ohio Revised Code (ORC) Chapter 167 enables the governing bodies of any two or more counties to enter into an agreement to establish a regional council to coordinate common activities or functions. Streamlines processes between the among the members as well as with other agencies of local or state government.</p>	<p>ORC Chapter 167 provided.</p> <p>Note: Commonality is the public workforce system.</p> <p>Note: Unified voice for interaction with ODJFS.</p>
	BENEFITS:	<p>Allows COG to designate itself as Fiscal Agent. It can then contract with third party who could concentrate solely on workforce funds (rather than being a part of a County Dept. which causes issues with the Auditor of State).</p>	<p>Note: Current drafts of documents include COG as Fiscal Agent with the ability to contract with third party (i.e. Sal Consiglio, LLC)</p>
		<p>Provides economies of scale since decisions do not have to go through three separate counties for approval.</p>	<p>Note: The CEO Executive Board enables this.</p>
		<p>Promotes consistency of services between the three OMJ Centers since the COG collectively serves as the Local Elected Officials rather than three individual counties.</p>	
		<p>Promotes the regional approach outlined and encouraged in the Workforce Innovation and Opportunity Act (WIOA).</p>	
	<p>Allows staff to remain in Ohio's Public Employees Retirement System (PERS).</p>		
	<p>Will a single county be willing to provide no cost office</p>	<p>Note: Now, free space is</p>	

TIME	ACTIVITY		OUTCOME/NOTES
	THINGS TO CONSIDER:	<p>space for two COG staff?</p> <p>Are the nine Commissioners comfortable with a three-person CEO Executive Board?</p>	<p>provided by Warren.</p> <p>Note: Each county is evenly represented.</p>
May 1 - 15	<p>2. Work with each Board of Commissioners to pass a resolution indicating its agreement to become a COG along with resolution to accept COG By-Laws.</p>		<p><u>By May 15</u></p> <p>COG and By-Laws resolutions are passed by all Boards.</p> <p>IGA/Fiscal Agent/LGA and CEO Executive Board resolutions are placed on each County's Agenda for May 16-31.</p>
	ACTION:	<ol style="list-style-type: none"> 1. Pass "Resolution to Establish a COG" in each County. 2. Pass "Resolution to Accept COG By-Laws" in each County. 3. Provide draft resolutions for Intergovernmental Agreement (IGA) / Fiscal Agent / Local Area Agreement (LGA) and CEO Executive Committee Designee and request them to be put on County agendas for passage during May 16-31 timeframe. 	<p>Draft resolutions for IGA/Fiscal Agent/LGA and CEO Executive Committee Designee provided.</p>
	ORC REQUIREMENTS FOR COG BY-LAWS:	<p>ORC 167.04 A. and B. says by-laws must include the following provisions: designation of officers, creation of executive board, conduct of business, and appointment of a fiscal officer.</p>	<p>Note: COG By-Laws dated 3.15.19 also allow the LEOs to contract with a "Fiscal Entity" to carry out Fiscal Agent duties. See Article I.D., Article III., and Article VI. E. and F.</p>
15 - 22	<p>3. Notify the Auditor of State and ODJFS of the COG formation.</p>		<p><u>By May 22</u></p> <p>Auditor of State and ODJFS are notified.</p>
	ACTION:	<ol style="list-style-type: none"> 1. Send written notification on required form to Auditor of State that a COG has been established. Include copies of the COG By-Laws. 2. Send copy of the written notification to ODJFS and include attachments. 	

TIME	ACTIVITY		OUTCOME/NOTES
	ORC REQUIREMENTS FOR NOTIFICATION OF AUDITOR OF STATE:	ORC 167.04 D. states the Council must notify the Auditor of State and provide a copy of the by-laws. An official form from Auditor of State must be used.	Note: COG cannot conduct official business until Auditor of State has been officially notified.
May 16 – 31	4. Work with each Board of Commissioners to pass a resolution to agree to Intergovernmental Agreement (IGA), Designate Fiscal Agent, and Agree to Local Area Agreement (LGA).		By May 31 Resolution for IGA, Fiscal Agent, and LGA are passed by all Boards.
	ACTION:	Pass "Resolution for IGA, Fiscal Agent, and LGA" in each county.	
	STATE POLICY REQUIREMENTS FOR IGA, FISCAL AGENT, AND LGA:	<p>ODJFS WIOAPL 15-18.1 states provisions for IGA:</p> <ul style="list-style-type: none"> - Identification of Workforce Area - Designation of Chief Elected Official(s) - Designation of Fiscal Agent - Process for LEO input - Liability - Performance accountability - OhioMeansJobs (OMJ) service delivery - Dispute resolution process - Duration of agreement and modification process <p>ODJFS WIOAPL 15-18.1 also states provisions for LGA:</p> <ul style="list-style-type: none"> - Establishment, appointment and operation of WDB - Hiring or designating the local director and/or staff - Role of the fiscal agent - Multi-function agreement (as applicable) - Dispute resolution process - Duration of agreement and modification process 	<p>Note: The COG is designated as the Fiscal Agent in the resolution. This designation is also noted in the Preamble of both the IGA and the LGA.</p> <p>Note: Both the Preamble and Article IV of the IGA references COG By-Laws. They are also referenced in the Preamble of the LGA.</p> <p>Note: Article I. of the LGA references the COG's ability to contract with a Fiscal Entity.</p> <p>Note: R. Weber's concerns on IGA Article V are still in the document dated 3.15.19.</p>
May 16- 31	5. Work with each Board of Commissioners to pass a resolution to designate the official it would like to have represent it on the COG Executive Committee.		May 31 CEO Executive Board designee resolution are passed by all Boards.
	ACTION:	Pass "Resolution to Designate CEO Executive Committee Representative" in each County	

TIME	ACTIVITY		OUTCOME/NOTES
	COG BY-LAW REQUIREMENTS:	Each Board of Commissioners should designate its representative on the CEO Executive Board	Note: The designee should be an elected official and not a staff member per Article II.C. of the IGA.
June 1 – 30	6. Conduct first CEO Executive Board Meeting.		<u>June 30</u> First CEO Executive Board Meeting is held.
	ACTION:	Hold CEO Executive Board Meeting.	
	COG BY-LAW AND IGA REQUIREMENTS:	<ul style="list-style-type: none"> - Elect officers in accordance with COG By-Laws. - Officially hire or designate staff effective July 1. - Determine whether to contract with third party Fiscal Entity as allowed under COG By-Laws. - Identify how funds will flow from State to Fiscal Agent/Fiscal Entity. - Establish meeting schedule for upcoming year, including joint meeting with WIBBCW Executive Committee. 	