

Exhibit A

Area 12 Intergovernmental Agreement

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Definitions

Administrative Entity	The agency that is responsible for administering the Workforce Investment Act at the local level. The staff to the WIB shall be employed by the Administrative Entity
Area 12 Intergovernmental Agreement	The agreement entered into by the Butler, Clermont and Warren County Boards of County Commissioners for reaching a working relationship relative to the administration of the Workforce Innovation and Opportunity Act (WIOA) and other WIOA funds
Area 12 Butler/Clermont/Warren Counties	The name of the Local Area referred to as Area 12
CEO Consortium	For the purposes of this agreement, the CEO Consortium is an entity comprised of the Chief Elected Official (CEO) of Butler, Clermont and Warren Counties. A Commissioner from each County is designated as a CEO. The CEO Consortium represents the governing body (three Boards of Commissioners) of Area 12
Chief Elected Official	An individual County Commissioner designated by his/her respective Board of Commissioners to represent said Board on the CEO Consortium and the Workforce Investment Board (WIB)
Fiscal Agent	The agency responsible for receiving, disbursing, reporting, and monitoring local WIOA funds
Individual Training Accounts (ITA)	An account established on behalf of an individual who is eligible to receive training using WIOA funds.

Definitions, continued

Local Area	The geographical area of Butler, Clermont and Warren Counties. The name of the Local Area is Area 12-Butler/Clermont/Warren Counties hereinafter referred to as Area 12. Area 12 defines the geographical and political composition of the Local Area.
Local Elected Officials	The County Commissioners of Butler, Clermont and Warren Counties
MOU	Memorandum of Understanding. Required document that every applicable One-Stop partner is to enter into with the local workforce investment board that details how the One-Stop partner will participate and provide services within the local One-Stop delivery system. The regional MOU is the responsibility of the WIB Director.
One-Stop Operator	The entity responsible for coordinating activities throughout the One-Stop system
One-Stop Service Delivery System	A coordinated regional system of One-Stop centers resulting in a seamless and comprehensive array of job matching, education, job training and other workforce development services.
One-Stop Site Director	The One-Stop Site Director coordinates the activities in and directs the daily operations of the local One-Stop Center.
Regional Project	Any workforce development effort agreed to and implemented by the Butler, Clermont and Warren County Commissioners which is meant to enhance, streamline or otherwise improve the delivery of workforce development services between and within the local area

Definitions, continued

TANF	Temporary Assistance for Needy Families. The federally sponsored program which is the primary source for cash public assistance. In the State of Ohio, it is called Ohio Works First (OWF).
WIOA	Workforce Innovation and Opportunity Act which became Federal law in 2014 and replaces the "Workforce Investment Act" which became Federal law in August 1998.
Workforce Business Plan	A document providing information on identifying the workforce investment needs of job seekers and employers, description of the One-Stop system, and other programmatic and administrative descriptions in compliance with Section 118 of the WIA which requires each local Workforce Investment Board, in partnership with the local chief elected officials), to develop and submit a comprehensive local plan to the Governor of the State of Ohio in order to receive Title I WIOA funds.
Workforce Investment Board (WIB)	A board appointed by the County Commissioners whose primary role is to develop and submit to the Governor, in Partnership with the local elected officials, the Workforce Business Plan. The WIB sets workforce policy for Area 12, establishes local performance measures, develops a WIB budget, and oversees the local One-Stop workforce development system subject to the approval of the Chief Elected Officials.
Youth Council	Committee of the Workforce Investment Board appointed by the local WIB Chair in cooperation with the chief elected officials.

Purpose, Mission and Objectives

a. **Purpose of this Agreement:**

The purpose of this agreement is to establish a comprehensive, regional workforce development system for Butler, Clermont and Warren Counties. This agreement establishes Area 12-Butler/Clermont/Warren Counties, hereinafter referred to as Area 12.

b. **Purpose of entering into this Agreement:**

The purpose of entering into this Agreement is to implement the Workforce Innovation and Opportunity Act (WIOA) and any other State, Federal or local Workforce Development initiatives.

c. **Mission of Area 12:**

The mission of Area 12 is to expand the opportunities for all individuals to become optimally employed and for businesses to have access to skilled employees.

d. **Vision of Area 12:**

The vision of Area 12 is:

- Promote individual responsibility
- Provide easy access to the workforce system
- Promote the synergy of community resources
- Measure success in a result focused manner
- Focus on cost benefit
- Look to best practices
- Remove barriers to make ideas work
- Commit to keeping business involved
- Anticipate the future

Objectives:

The objectives of the CEO Consortium, the Workforce Investment Board, hereinafter referred to as the WIB, and the required One-Stop partners are as follows:

- To streamline the provision of employment, training and related services to Area 12 by closer collaboration between the individual county staffs involved in delivering the services;
- To work together with other surrounding WIOA Regions by collaborating, cooperating and communicating on a long-term basis;
- To focus on the job seeker and the employer as Area 12's customers by tailoring services to meet their workforce development needs;
- To implement an integrated One-Stop system that has user friendly One-Stop partner providers and services by utilizing available resources to create seamless delivery of services;
- To strive for continuous improvement in all services offered to the customers by utilizing available feedback and mechanisms to reveal the areas of service delivery where improvement occurs;
- To meet and/or exceed all Federal, State and/or local performance standards by providing exemplary service;
- To be the catalyst within Area 12 for future workforce development collaborations and integration of workforce development funds to create a seamless service delivery system. The Area will negotiate with One-Stop partners and others who receive workforce development funds to contribute financially or otherwise to the seamless delivery system.

Summary of the Duties and Responsibilities of the Various Boards and the Youth Council

a. Board of Commissioners of Butler, Clermont and Warren Counties:

The duties and responsibilities of each Board of County Commissioners in regard to WIOA and workforce development issues are:

- To become Area 12 comprising Butler, Clermont and Warren Counties;
- Appoint and re-appoint members to the WIB;
- Work in cooperation with local WIB Chair to appoint WIB and Youth Council members;
- Enter into the Area 12 Intergovernmental Agreement;
- Appoint Commissioners to be the representative and the alternate(s) to the CEO Consortium;
- Designate the administrative entity, fiscal agent and the One-Stop operator;
- Make amendments to the Area 12 Intergovernmental Agreement, as needed.

b. Area 12 Chief Elected Official (CEO) Consortium:

The duties and responsibilities of the Area 12 CEO Consortium are:

- Each CEO signs the WIOA Area 12 Plan, plan modifications, Memorandums of Understanding (MOU's), contracts/agreements, etc. on behalf of the CEO Consortium once approved by the respective Board of County Commissioners;
- To be member(s) of the WIB;

c. Area 12 Workforce Investment Board:

The duties and responsibilities of the WIB are:

- Develop and enter into MOU's with appropriate entities;

- Elect the officers of the WIB;
- Develop and adopt By-Laws;
- Establish local performance measures;
- Serve in an advisory and recommending capacity to the respective Boards of Commissioners in regard to WIOA policies, priorities, monitoring, plans and activities and the overall operation of the local workforce system.
- Schedule regular WIB meeting at least every quarter.
- Develop and submit to the Governor a comprehensive Workforce Business Plan in partnership with the appropriate CEO Consortium members (Chief elected officials).

d. **Youth Council:**

The duties and responsibilities of the Youth Council are:

- Serve as an advocate for local area youth before the WIB and see that youth workforce development needs are identified and addressed within the overall workforce development system;
- Provide and coordinate workforce training activities for eligible youth;
- Develop workforce development priorities for WIOA eligible youth and target resources toward meeting the priorities;
- Interact with the WIB to discuss how youth activities are being carried out in the Area 12 and how they can be improved and made meaningful toward establishing a career for life;
- Contribute to the development of the youth portion of the plan by reviewing and/or commenting on the plan.
- Upon recommendation of an RFP review committee, recommend selected youth RFP bidder to the WIB for approval.

Youth Council members may represent the following areas:

- WIB members with a special interest/expertise with youth;
- Youth service agency representatives, including juvenile justice and local law enforcement;
- Parents of WIA eligible youth and/or WIA eligible youth;
- Public school district representatives;
- Public housing;
- Representatives from prominent community youth organizations;
- Job Corps

I. Description of the Local Area

a. **Local Area:**

For the purposes of administering the Workforce Innovation and Opportunity Act (WIOA), Butler, Clermont and Warren Counties are the parties to this agreement and geographically comprise Area 12.

b. **Name of Local Area:**

For the purposes of identification of the local area, it shall be known as the Area 12. This name will be used to identify and promote the counties involved in this regional partnership.

Responsibilities of Local Elected Officials

a. **CEO Consortium:**

A CEO Consortium is hereby established.

b. **Designation of local elected officials:**

The Butler, Clermont and Warren County Boards of Commissioners, will each designate one Commissioner from among its members to be its representative for the CEO Consortium. The CEO Consortium shall act as the "chief elected official(s)" of Area 12 as required in the WIOA legislation.

Each County Board of Commissioners shall also designate an alternate(s) for the purpose of conducting CEO Consortium business when the primary designated member is absent. The alternate is at the discretion of the Commissioner from that respective county and may vote on behalf of the absent CEO Consortium member.

c. **Communications among and between local elected officials:**

It is the responsibility of the designated CEO Consortium member to verbally update and seek input from the other Commissioners of that respective county on an as needed basis as to the activities of the CEO Consortium and/or any other WIOA related activities including, but not limited to, the WIOA Plan.

d. **Signatory Authority:**

All designated members of the CEO Consortium will sign documents after approval by all three Boards of Commissioners. These documents include, but are not limited to, the WIOA Plan, the Memorandums of Understanding, modifications to the Plan, and Agreements and/or Contracts on behalf of the CEO Consortium.

III. Establishment, Appointment and Operation of the Area 12 Workforce Investment Board (WIB)

a. **Area 12 Workforce Investment Board (WIB):**

A WIB is hereby established to represent Area 12 and it will be known as the Area 12 Workforce Investment Board. This WIB will establish the following committees or teams to expedite its duties and responsibilities: Youth Council, Executive Committee, and the Operations and Compliance Team. The WIB Chair with the concurrence of a majority of WIB members can reorganize, increase or decrease the number of Teams. All Team and Youth Council appointments will be made by the WIB Chair with input by the Consortium of Commissioners.

Youth Council:

The Youth Council, described previously on page 7, is comprised of members from each county. Youth Council members who are not members of the WIB shall be considered non-voting members of the WIB,

Executive Committee:

The Executive Committee is comprised of the WIB chair, vice-chair, CEO Consortium members and sub-committee chairs. The Executive Committee will act on behalf of the full WIB between the WIB meetings and when a decision must be made with such haste that it is impracticable to assemble the full WIB for a decision lest substantial damage be inflicted in the WIOA program. The One Stop Director or representative from each county may serve as non-voting members of the Executive Committee and will offer technical assistance to matters of the legislation and one stop operation.

In the event that a Chief Elected Official is unable to attend an Executive Committee meeting, they may appoint a proxy or designee to vote on their behalf. This proxy or designee shall be appointed in advance of any required vote.

Operations and Compliance Team:

The Operations Team is comprised of WIB members and One Stop Directors from all three counties. Non-WIB members may also participate. The team has responsibility over the following areas:

- Monitoring One-Stop operations for continuous improvement
- ITA's/RFP's
- Collaboration with State Workforce Development policies and all Federal guidance and technical assistance.

b. Membership Requirements:

A majority of the WIB will be comprised of private sector business members. Additional members shall represent labor, education, community-based organizations, economic development, local government and One-Stop partners. In the event that the County Commissioners conclude that the status of a member has changed in that the member no longer represents the segment of the WIB from which the member was appointed, a vacancy shall be declared by the WIB and a replacement appointment made by the respective Board of Commissioners. Each county will have the opportunity to appoint an equal number of WIB members.

c. **Terms of Service:**

WIB members are appointed by the respective Board of Commissioners as described in the WIB by-laws. The WIB members shall serve at the pleasure of the Board of Commissioners which made the appointment and can be removed by them at any time for any purpose. Re-appointments to fill vacancies will be made in the same manner used to originally fill that opening. No term of office shall be for more than three (3) years in length.

Members may serve no more than the amount of consecutive terms as described in the WIB by-laws. Any new member appointed to fill an unexpired term shall take over the remaining term of the person he/she has replaced.

d. **Structure of the Workforce Investment Board:**

The WIB officers shall consist of a Chair and two Vice-Chairs. The Vice-Chairs shall be from each different county than the Chair. The Chair shall be a representative of the private sector. The length of the term of office for the officers of the WIB shall be as described in the WIB approved by-laws. Each county will have the opportunity to appoint an equal number of WIB members.

e. **Nominations Solicited:**

Each county may solicit nominations for its respective WIB members in any manner deemed appropriate by them. General purpose business organizations such as Chambers of Commerce and/or Trade Associations may provide the source of business nominations. Local elected officials may seek nominations from local labor organizations and local education organizations to fill required labor and education vacancies. Local elected officials may seek nominations for consumer vacancies from sources such as WIOA partner agencies or other sources.

f. **Appointments:**

Each county Board of Commissioners will make its County's appointments and removals for its respective WIB members. Each County Commissioner may also nominate for the Officers of the WIB.

g. **Area 12 Workforce Investment Board By-laws:**

The WIB will adopt by-laws that will provide the procedures and requirements under which the WIB will operate. These by-laws will conform to applicable

provisions of the WIOA and other Federal and State laws, in addition to this agreement.

Communications between the Workforce Investment Board and Local Elected Officials:

Commissioners or their designees are voting members of the WIB. It is the responsibility of the CEO Consortium designated member to update the other Commissioners of their respective county on the WIB activities and/or any other workforce development related activities including, but not limited to, the local WIOA Plan and program data.

Funding for Local Workforce Investment Board:

Funding for the activities of the WIB may be provided through contributions from the agencies in the respective counties utilizing WIOA, TANF, and other funds appropriated for such uses.

Local Workforce Investment Board Staff:

The WIB will be staffed sufficiently to manage board activities and provide administrative support to the WIB and the Administrative entity. Staff are employed by Warren County and not the WIB. There will be an agreement among Butler, Clermont and Warren Counties regarding the employment of WIB staff that will detail the job duties, functions, compensation and benefits of both employees. In addition, the WIB Director will have scheduled and rotating office hours each week in each of the three counties. At a minimum, the Director will spend one day per week in each county.

Whenever there is a staff vacancy, Butler, Clermont and Warren Counties, with input from the WIB Executive Committee, will collaborate in selecting staff, determining compensation and benefits, evaluating performance, making decisions regarding retention or termination and performing any other duties normally associated with the employment of staff.

Costs associated with the compensation, benefits and other expenses related to the employment of staff employees will be distributed proportionally among Butler, Clermont and Warren Counties based on the percent of each county's current year's allocation to the total allocation of Area 12, as funding sources permit.

Butler and Clermont Counties will compensate Warren County on a monthly basis. Warren County will submit an invoice to Butler and Clermont Counties by the fifteenth of the month for the expenses of the previous month.

k. **Duties and Responsibilities of the Workforce Investment Board:**

The duties and responsibilities of the Workforce Investment Board are delineated on pages 6 and 7.

IV. Fiscal Matters

a. **Fiscal Agent:**

Warren County will be the fiscal agent for the CEO Consortium for funds received from WIOA, TANF, if applicable, or related State and/or Federal workforce development legislation, and will provide Butler and Clermont Counties with each county's share of funds on a timely basis. Warren County retains the right to sub-contract the duties of daily fiscal operations of the CEO consortium to a private vendor but will retain monitoring responsibility for that agreement. Warren County, as the fiscal agent will report through the WIB administration and WIB Director.

b. **Reporting, Auditing, Monitoring and Procurement Requirements:**

The fiscal agent is Warren County, which has a previous history of accounting for Federal and State Workforce Development funds and fulfilling all Federal and State reporting, auditing, monitoring and procurement requirements.

c. **Funding Allocations:**

All workforce development funds, which are allocated to Butler, Clermont and Warren Counties under WIOA, TANF, if applicable, or related State and/or Federal workforce development legislation will go to the fiscal agent. Funds shall be allocated to each county in accordance with the State distribution methodology. If funds allocated by the State are not subject to the regular state distribution methodology, then funds will be distributed proportionally among Butler, Clermont and Warren Counties based on the percent of each county's current year's allocation to the total allocation of Area 12. If there are workforce development funds that are received by Area 12 which are neither allocated by formula nor allocated by the terms of the grant to the fiscal agent, the CEO Consortium shall review and determine to which one or combination of all counties the funds are allocated. Performance incentive funds awarded to Area 12 shall be allocated to each county based on allocation formulas developed by the State, if any, or by some other appropriate method agreed to by the CEO Consortium.

d. **Funds Available, in addition to WIOA:**

TANF and /or other funds may be used in conjunction with WIOA funds to benefit Area 12 and/or each individual county. Each county will decide upon the amount of the funds to be used and how they will be used. The CEO Consortium will determine the use of and the amount of pooled funds to be used for Area 12 projects. Any pooled funds will be accounted for by Warren County.

V. Administrative Matters

a. Administrative budget:

Each partner in the CEO Consortium will establish the amount of funds in its own administrative budget in accordance with the WIOA, TANF and/or other funding source administrative limits and will determine how these administrative funds are used in each county.

b. Administrative functions:

Each partner in the CEO Consortium will be responsible for its own administrative functions and these functions will be located within the administrative structure of the respective WIOA agencies. These functions will include procurement, auditing, monitoring and administrative procedures which shall, at a minimum, comply with all WIOA requirements.

c. Personnel:

The sole authority and responsibility of WIOA personnel for each of the three counties will rest with the respective Board of Commissioners for Butler, Clermont and Warren Counties. However, there may be the opportunity to share staff in a way that will be beneficial to all three counties in order to reduce duplication and maximize the amount of available funding. If this opportunity becomes available, the county providing the staff could be financially compensated by the counties receiving the benefit of the staff's time. The CEO Consortium members may agree to a plan that would outline the shared services to be provided and the amount of compensation to be reimbursed to the county providing the staff.

d. Administrative Entity:

Warren County will be the acting Administrative Entity for Area 12. The Administrative Entity provides the administration and oversight for all WIOA programs. The Administrative Entity also provides support for the WIB and the CEO Consortium in carrying out their responsibilities under WIOA. The Administrative Entity is also responsible for primary supervision and oversight of the WIB staff.

VI. Liability Issues

a. Disallowed Cost Responsibility:

Each county shall be financially liable for its own expenditures and shall be independently responsible for audit findings of overspending, misspending or any other findings for recovery including sanctions imposed for non-performance. Any disallowed costs involving the pooled funding shall be shared by all three counties in proportion to the percentage of funds contributed by each county.

b. Financial Remuneration to the State:

Any disallowed costs or misspent funds will be repaid out of the appropriate county's General Fund if the repayment cannot be recovered by grant funds or from the contractor, agent or third party incurring the disallowed costs or misspent funds.

c. Monetary incentives for good performance:

Performance incentive funds awarded to Area 12 shall be allocated to each county based on allocation formulas developed by the State, if any, or by some other appropriate method agreed to by the CEO Consortium. Each county, if applicable, will determine how to spend any monetary incentives for good performance and coordinate the spending of incentive funds, if at all possible.

d. Legitimate expenses of any pooled enterprise:

Legitimate expenses of any shared project shall be incurred at a rate commensurate with the percentage of those funds contributed by the respective Board of Commissioners.

VII. Performance Accountability

a. **Negotiation of local performance measures:**

The CEO Consortium and the WIB, if applicable, will negotiate local performance measures with the State regardless of whether they are individual or regional standards.

b. **Additional performance criteria:**

The CEO Consortium and the WIB may agree to add additional performance standards and measures.

c. **Tracking of local performance:**

Each county will be responsible for tracking its own county's performance. Warren County, with Support of the WIB staff, will track any performance on pooled fund projects.

d. **Continuous improvement:**

Each county and/or Area 12 will strive for continuous improvement of the services offered in the One-Stop system through the evaluations and feedback from the CEO Consortium, the WIB, customers, One-Stop required partners, etc.

VIII. One-Stop Service Delivery:

a. One-Stop System design:

Area 12 has designed and implemented a One-Stop Service Delivery System. The system design includes the physical location of a One-Stop Center in each county. All required One-Stop partners are participating in the One-Stop Service Delivery System.

b. Role of the local elected officials in the One-Stop System design:

The Butler, Clermont and Warren County Boards of Commissioners will participate in a joint One-Stop system design as follows:

- Designate the One-Stop operator/s;
- If appropriate, adopt a technology format that will link the three One-Stop Centers in order to facilitate various activities and communications.

c. Individual Training Accounts:

Individual Training Accounts may be issued by WIOA agencies to eligible job seeker customers to be used at certified training providers which are found on a State issued list.

d. One-Stop Operator:

- The WIB, in agreement with each chief elected official within Area 12 is responsible for selecting the One Stop operator. The duties of the One-Stop Operator are as follows:
- Coordinate with service providers, partners and One-Stop site managers within the Area 12 One-Stop System to insure compliance with the One-Stop system's vision, mission, goals, performance standards and policies including provisions for continuous improvement and insure compliance with federally mandated guidelines.
- Schedule, prepare for and facilitate all regularly scheduled full One-Stop partner meetings and committee meetings.
- Monitor and evaluate performance of the One-Stop system as established by the Area 12 Workforce Investment Board.

- Provide reports to the partners and the Area 12 Workforce Investment Board as requested.

e. **One-Stop Site:**

The One-Stop sites are called OhioMeansJobs Butler, Clermont, and Warren counties. The duties of the One-Stop site Directors are as follows:

- Conduct daily operations of the One-Stop including programmatic, fiscal and administrative management.
- Conduct seminars for One-Stop customers (both job seekers and employers).
- Coordinate scheduling of various activities at the One-Stop.
- Act as the liaison and spokesperson for the One-Stop and the partners with the community.
- Coordinate Employer Services for all partners including job development and assessment of employer needs.
- Provide oversight and maintenance of its respective web site.
- Prepare and implement One-Stop operations, policies, procedures and plans.
- Develop and implement a cross informing/training initiative for the One-Stop partners.
- Represent the One-Stop in local, state and national opportunities, promoting strengths, lessons learned and potential.

IX. Dispute Resolution for the Regional Consortium

a. Types of disputes that need a dispute resolution process:

Any dispute to include but not be limited to such things as program operation, shared staff, issuance of ITA's, service to non-resident customers, disallowed cost issues, performance issues, etc., that cannot be resolved within thirty (30) working days to the satisfaction of the CEO Consortium members may be referred to a dispute resolution process.

b. Dispute resolution process:

The following is the progressive dispute resolution process for the CEO Consortium:

- Informal meetings called by one or both CEO Consortium members expressly to resolve the specific dispute;
- Mediation conducted by a mediator as selected and agreed to by the Boards of County Commissioners;
- Arbitration by an arbitrator approved by the American Arbitration Association and as selected and agreed to by the Boards of County Commissioners.
- Disputes at any level will be in writing. A representative from each county will be given the opportunity to present his/her position regarding the disputed issue. If either an informal meeting or mediation cannot resolve the dispute, then an arbitration hearing will be scheduled. The decision of the arbitrator will be final.

X. Terms of the Agreement

a. **Length of Agreement:**

This agreement will become legally binding after it has been properly approved by the respective Boards of Butler, Clermont and Warren County Commissioners as indicated by resolution and so executed. This Agreement commences upon ratification of all three Board of Butler, Clermont and Warren county Commissioners, and will remain in effect until terminated by any party, or until authorizing legislation expires.

b. **Amendments to the Agreement:**

This agreement may be amended at any time by the written, signed consent of the Butler, Clermont and Warren County Boards of Commissioners. Any amendments to this Agreement will become effective when the Butler, Clermont and Warren Boards of Commissioners have adopted them.

c. **Dissolution:**

Upon dissolution, and after payment of all outstanding obligations and liabilities of the CEO Consortium and the provision of sufficient funds to insure the completion of any workforce development programs for which WLA Federal funds have been received, the CEO Consortium's net assets of every nature and description shall revert to the member counties in the same proportion as the most recent percentages used by the State in the allocation of WLA Federal funds to the CEO Consortium.

d. **Notice of Withdrawal:**

Butler, Clermont or Warren County may withdraw from this agreement by giving a ninety calendar (90) days advance written notice of intent to withdraw from the CEO Consortium to the other Consortium members. Termination of this agreement by dissolution or withdrawal will not affect liabilities incurred prior to the termination date.

e. **Severability:**

Should any part of this agreement be invalid or otherwise rendered null and void, the remainder of this agreement will remain in full force and effect.

f. **Assignment:**

No county may assign, sublet, subcontract or transfer any interest in this agreement without the written consent of the other counties.

g. **No other obligations created:**

By entering into this agreement, neither county creates any obligations, express or implied, other than those set forth herein, and this agreement will not create any rights in parties not signatories hereto.

h. **Immunity:**

It is expressly understood and agreed that the signatories to this agreement, either individually or jointly, do not waive, nor will they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

i. **Indemnification:**

Butler, Clermont and Warren Counties respectively will provide defense and indemnification for its own officers and employees who serve as officers, County appointed board members and employees of each county.

j. **Addition of other Counties as Partners:**

Addition of other counties as partners to this Agreement will require renegotiation of the entire Agreement and signatures thereto.

k. **Entire Agreement:**

This agreement represents the entire agreement of the Butler, Clermont and Warren County Boards of Commissioners. Any supplemental agreements, other than amendments, must be evidenced in writing, approved and executed in the same manner as this agreement.