

**RE: A RESOLUTION AUTHORIZING THE JUNE 30, 2013 TERMINATION OF THE  
GEAUGA-ASHTABULA-PORTAGE PARTNERSHIP (GAPP)  
INTERGOVERNMENTAL AGREEMENT ESTABLISHED IN MARCH 2004 AND  
FURTHER AUTHORIZING THE ENTRY INTO A GOVERNING AGREEMENT  
CREATING A REGIONAL COUNCIL OF GOVERNMENT COMMENCING JULY 1,  
2013.**

**APPOINTMENT OF COMMISSIONER TOMMIE JO MARSILIO AS THE  
REPRESENTATIVE TO SERVE ON THE REGIONAL COUNCIL OF GOVERNMENT  
UNTIL THE COMMISSIONERS' 2014 ORGANIZATIONAL DAY.**

It was moved by Maureen T. Frederick, seconded by Kathleen Chandler to adopt the following resolution:

- WHEREAS,** the governing bodies of any two or more political subdivisions may enter into an agreement establishing a regional council of governments pursuant to the authority set forth within Ohio Revised Code Section 167; and
- WHEREAS,** the Boards of Commissioners for Geauga, Ashtabula, and Portage Counties originally entered into an Intergovernmental Agreement ("Intergovernmental Agreement") in March of 2004, the terms and conditions of which governed the establishment of a Workforce Investment Board ("WIB") Area known and referred to as the Geauga, Ashtabula, and Portage Partnership ("GAPP"), and/or the Ohio Area 19 Workforce Investment Board; and
- WHEREAS,** GAPP was, and continues to be, recognized by the State of Ohio, and Ohio Department of Job and Family Services as Ohio Workforce Investment Board, Area 19, for the purposes of receiving federal and state Workforce Investment Act funding; and
- WHEREAS,** the Boards of Commissioners for Geauga, Ashtabula, and Portage Counties each desire to terminate the Intergovernmental Agreement that created GAPP, with said termination occurring effective at the end of the day on June 30, 2013; and
- WHEREAS,** the Boards of Commissioners for Geauga, Ashtabula, and Portage Counties each desire to enter into a Governing Agreement creating a Regional Council of Governments ("COG") to govern over and administer the business of the Ohio Area 19 Workforce Investment Board ("WIB"), and any other business that said Counties so authorize the COG to handle; and
- WHEREAS,** the Boards of Commissioners for Geauga, Ashtabula, and Portage Counties each desire to appoint a Commissioner to serve as a member representative of the Ohio Area 19 WIB COG; now therefore be it

RESOLUTION NO. 13-0478

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RESOLVED, Section 1: That the Portage County Board of Commissioners hereby agrees to terminate the term of the Intergovernmental Agreement that it entered into in March of 2004, pursuant to which it created the GAPP or the Ohio Area 19 WIB. Portage County's termination of said Intergovernmental Agreement shall be effective at the conclusion of the day on June 30, 2013, thereby concluding Portage County's duty to perform pursuant to that Intergovernmental Agreement thereafter; and

Section 2: The Portage County Board of Commissioners hereby agrees to enter into the Governing Agreement for the creation of the Northeast Ohio Consortium Regional Council of Government, with a copy of the same attached to this resolution. The term of said Governing Agreement shall commence at 12:01 AM on July 1, 2013; and

Section 3: The Portage County Board of Commissioners hereby appoints Commissioner Tommie Jo Marsilio to serve as its member representative on the Northeast Ohio Consortium Regional Council of Governments. The term of Commissioner Tommie Jo Marsilio, as member representative, shall begin effective the passage of this Resolution, and shall terminate on the date set in January 2014 by Portage County as the date of its reorganizational meeting. On said date and at said meeting, the Portage County Board of Commissioners will by motion or resolution appoint/reappoint a Commissioner to serve as its member representative;

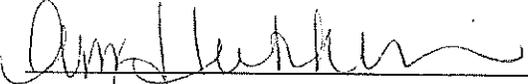
; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Voice vote was as follows:

Kathleen Chandler, Yea;                      Maureen T. Frederick, Yea;                      Tommie Jo Marsilio, Absent;

I, Clerk of the Board of County Commissioners do hereby certify that the foregoing is a true and correct copy of a Resolution of the Board of County Commissioners of Portage County duly adopted June 4, 2013 and appearing upon the official records of said Board, Volume 79, page \_\_\_\_.

  
\_\_\_\_\_  
Clerk, Portage County Board of Commissioners

**Governing Agreement for the  
Northeast Ohio Consortium  
Council of Governments**

This Governing Agreement for the **Northeast Ohio Consortium Council of Governments** ("Agreement") is effective as of this 1<sup>st</sup> day of July, 2013 (the "Effective Date") by and between Geauga, Ashtabula, and Portage Counties of the State of Ohio.

**RECITALS**

**WHEREAS**, the governing bodies of any two or more political subdivisions may enter into an Agreement establishing a regional council pursuant to the authority set forth within Ohio Revised Code Section 167.

**WHEREAS**, the Boards of Commissioners for Geauga, Ashtabula, and Portage Counties originally entered into an Intergovernmental Agreement ("Intergovernmental Agreement") in March of 2004, the terms and conditions of which governed the establishment of a Workforce Investment Board ("WIB") Area known and referred to as the Geauga, Ashtabula, and Portage Partnership ("GAPP").

**WHEREAS**, GAPP was and continues to be recognized by the State of Ohio, and Ohio Department of Job and Family Services as Ohio Workforce Investment Board, Area 19, for the purposes of receiving federal and state Workforce Investment Act funding.

**WHEREAS**, the Boards of Commissioners for Geauga, Ashtabula, and Portage Counties have mutually agreed to terminate the Intergovernmental Agreement governing GAPP, with said termination becoming effective at the conclusion of the day, on June 30, 2013.

**WHEREAS**, the Boards of Commissioners for Geauga, Ashtabula, and Portage Counties have mutually agreed to terminate and replace the Intergovernmental Agreement that created GAPP which was entered into in March of 2004, by entering into this Agreement, which shall be effective July 1, 2013, and creating the **Northeast Ohio Consortium Council of Governments**.

**DEFINITIONS.**

A. "Federal, state and local laws" include all federal statutes and regulations; appropriations by the Ohio General Assembly; the Revised Code; uncodified law included in an Act, Ohio Administrative Code (OAC) rules; any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments; the relevant terms and conditions of any federal awards; as well as any resolutions or policies adopted by the Geauga, Ashtabula, and Portage Boards of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals and Guidance Letters. The term "federal, state and local

laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those Federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

B. "Grant" includes all funds received through a variety of means, including but not limited to the WIA of 1998.

C. "Parties" as in Parties to this Agreement means the Board of Commissioners of Geauga, Ashtabula, and Portage Counties.

**NOW, THEREFORE**, intending to be bound by this Agreement, and in consideration of foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows.

#### **ARTICLE I. PURPOSE OF AGREEMENT AND COUNCIL.**

A. The purpose of the Agreement is to establish the terms, conditions, and requirements governing the administration of the **Northeast Ohio Consortium Council of Governments ("NEO Consortium COG")**.

B. The **NEO Consortium COG** is created for the express purpose of implementing, governing, and administering any and all workforce and economic development programming, as directed by the **NEO Consortium COG Workforce Investment Board**, and as authorized and permitted pursuant to the federal Workforce Investment Act of 1998, as amended, and/or any other related and/or similar workforce and/or economic development legislation enacted by federal, state, or local laws.

#### **ARTICLE II. MEMBERSHIP IN THE COUNCIL.**

A. The membership of the **NEO Consortium COG** shall be made up of Geauga, Ashtabula, and Portage Counties, **OH**. Within thirty (30) days following their vote approving entry into this Agreement, each member County shall elect/appoint one (1) of their member Commissioners ~~of~~ to serve as a representative to the **NEO Consortium COG**. The term of the representative shall be for a period at the discretion of the member County, not to be for a period of less than one (1) year, and not to exceed a period of three (3) years. In all cases, when the representative Commissioner elected/appointed ceases being a Commissioner in their member County, their term as a representative of the **NEO Consortium COG** shall also cease. Each County representative of the **NEO Consortium COG** shall simultaneously serve in their capacity as a representative of the COG, and as the Local Elected Officials as set forth and required within the text of the Workforce Investment Act of 1998. As such, the duly elected/appointed representatives of the **NEO Consortium COG** may also be referred to as Local Elected Officials ("**LEOs**").

B. If the duly appointed County representative of the **NEO Consortium** COG cannot attend any regular or special **NEO Consortium** COG meeting or sub-committee meeting, the duly appointed representative may invite a proxy to serve in his or her place. The other members of the Board of County Commissioners may serve as a proxy to the duly appointed representative of the **NEO Consortium** COG at any time. The Board of County Commissioners of each county may also appoint by any recorded vote, an additional proxy representative. While serving in place of the duly appointed **NEO Consortium** COG representative, the proxy representative will have all the same powers and authorities as that of the duly appointed representative **NEO Consortium** COG representative.

C. The **NEO Consortium** COG shall organize in July of each year, by the election of one of the LEOs as Chief Elected Official ("CEO"), and another as Vice-Chair for a term of one year. If the elected CEO no longer serves on the **NEO Consortium** COG, the **NEO Consortium** COG LEOs shall hold a new vote to elect one of its members to preside as CEO for the remainder of the term.

D. Any regular or proxy **NEO Consortium** COG representative may resign at any time by giving written notice to the Board of County Commissioners who made their appointment. The resignation shall take effect at the time specified therein. Any **NEO Consortium** COG regular or proxy representative may be removed, with or without cause, at any time by the County Board of Commissioners who originally appointed the representative. Replacements for vacancies on the **NEO Consortium** COG created by resignation, death, or disqualification shall be addressed by the member County within forty-five (45) days after the position on the **NEO Consortium** COG is vacated.

E. The CEO of the **NEO Consortium** COG, shall provide two (2) semi-annual written reports to each Board of County commissioners detailing the activity, performance, and finances of the **NEO Consortium** COG. The CEO shall also schedule a meeting at least annually, to review the operations, performance, and finances of GAPP at a time and place convenient to all three Boards of County Commissioners. During this meeting, potential amendments to this Agreement, state and federal performance reports, audits, and individual county performance statistics will be reviewed.

### ARTICLE III. POWERS OF THE COUNCIL.

A. General Powers. The **NEO Consortium** COG is empowered by each of the 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 Ohio Revised Code, as amended, in furtherance of implementing, governing, and administering any and all workforce and economic development programming authorized and permitted pursuant to the federal Workforce Investment Act of 1998, as amended, 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 **NEO Consortium COG** by this Agreement and pursuant to Section 167.03 of the Ohio Revised Code, the **NEO Consortium COG** is also empowered with all of the following specific powers.

1. **Appointment of the Local Workforce Investment Board.**

The **NEO Consortium COG Workforce Investment Board** (“**NEO Consortium COG WIB**”) shall consist of thirty-three (33) members appointed by the Geauga, Ashtabula, and Portage County Boards of Commissioners in the categories specified by the WIA as detailed in Exhibit A which is attached hereto each of the counties that are represented by the **NEO Consortium COG**. Each of the counties that are represented by the **NEO Consortium COG** shall have a total of eleven (11) members appointed to serve on the **NEO Consortium COG WIB**, with six (6) of those representatives representing the Business Community.

Each of the three Boards of County Commissioners will appoint the members to the WIB that each County has the power to appoint in accordance with criteria established under Section 117 of the Workforce Investment Act, and as set forth within Exhibit A.

The **NEO Consortium COG WIB** shall meet at such times and places as necessary to perform the duties of a Workforce Investment Board established pursuant to Section 117 of the Workforce Investment Act. At a minimum, the **NEO Consortium COG WIB** shall meet no less than once every quarter, four (4) times a year.

The **NEO Consortium COG WIB** shall be responsible for advising the **NEO Consortium COG** on all material issues associated with the use and/or investment of WIA funding, and the **NEO Consortium COG** shall serve as the agent of that **NEO Consortium COG WIB** in implementing the direction provided by the **NEO Consortium COG WIB**.

The **NEO Consortium COG WIB** shall adopt and maintain their own, separate set of by-laws governing its existence and operation.

2. **Adoption of By-Laws.**

The representative membership **NEO Consortium COG** shall adopt by-laws, by a majority vote of its members, at a duly noticed public meeting, at a mutually convenient time and date of its representative members following their appointment. The by-laws shall at a minimum address all of the following as set forth within Section 167.04 of the Ohio Revised Code:

- Election of **NEO Consortium COG** officers.
- Appointment of fiscal officer/agent as required by Ohio Revised Code Section 167.04.

### 3. Employment of Personnel.

As set forth and provided within Section 167.05 of the Ohio Revised Code, the **NEO Consortium** COG may employ staff and/or contract for the services of consultants and experts in order to execute its general and specific powers as set forth within this Agreement, as it deems necessary and appropriate in the manner and via the procedures established by the by-laws of the **NEO Consortium** COG, and in accordance with all applicable federal and state employment laws.

### 4. Financing of Programs.

The Board of County Commissioners of each county agrees that the fiscal agent will be responsible for compliance with state and federal fiscal reporting requirements. All one stop operators, contractors and/or sub grantees 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.

The Board of County Commissioners of each county agree that 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.

The **NEO Consortium** COG 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.

The primary financing for the workforce and economic programming overseen by the **NEO Consortium** COG shall be the funding provided through the WIA of 1998, and/or through other federal, state, and local grants secured by the **NEO Consortium** COG. The **NEO Consortium** COG, based upon the advice and counsel provided by the **NEO Consortium** COG WIB, shall determine, implement, and administer the division of all WIA and grant funds allocated.

The Board of County Commissioners for each **NEO Consortium** COG member county agree that the **NEO Consortium** COG may not establish dues or a required contribution that the members counties would have to pay in order to support **NEO Consortium** COG. Should the **NEO Consortium** COG 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.

5. Contracting for Goods and Services.

As set forth and provided within Sections 167.05 and 167.08 of the Ohio Revised Code, the **NEO Consortium COG** may purchase or lease supplies, materials, equipment, and facilities in order to execute its general and specific powers as set forth within this Agreement, as it deems necessary and appropriate in the manner and via the procedures established by the by-laws of the **NEO Consortium COG**.

6. Appointment of the Administrative Agent Pursuant to the WIA of 1998.

Upon receiving the advice and direction of the GAPP WIB, the **NEO Consortium COG** may by majority vote, either within its by-laws, or by vote established pursuant to these by-laws, appoint itself as the administrative **and/or** fiscal agent for the GAPP WIB, or in the alternative, will contract with a qualified entity to serve as the administrative **and/or** fiscal agent for the GAPP WIB. The administrative **and/or** fiscal agent will do all of the following:

- A. Do all work directed by the **NEO Consortium COG**, and the GAPP WIB.
- B. Engage in budgeting, fiscal planning, and local grant administration.
- C. Maintain and administer the accounting system of record for the **NEO Consortium COG** and the GAPP WIB, including tracking the amounts that the GAPP WIB, and each County has allocated to it, when including all expenses, accrued expenditures, obligations, and encumbrances.
- D. Maintain and administer the reporting of the **NEO Consortium COG's** financial information to the **NEO Consortium COG**, the Boards of County Commissioners, and to those from whom the **NEO Consortium COG** receives grant funding.
- E. Draw down grant monies as requested and needed in order to pay expenses associated with WIA and non-WIA grants.
- F. Pay all grant related expenses as needed.
- G. Maintain, administer, and on a monthly basis reconcile the bank accounts of the **NEO Consortium COG** and GAPP WIB.
- H. Conduct financial oversight and monitoring for all WIA and non-WIA grants.
- I. Others duties as identified by the **NEO Consortium COG** and the GAPP WIB.

**ARTICLE IV. LIABILITY.**

In the event that a performance sanction, disallowed cost, or audit exception resulting in repayment of monies is levied by the State of Ohio against the **NEO Consortium COG**, the Chief Elected Official, without delay, **will** notify the Board of Commissioners of each of the GAPP counties of the sanction, disallowed cost, or audit exception requiring repayment. The Chief Elected Official will examine the reasons cited for the sanction,

disallowed cost, or audit exception and make a recommendation to the three Boards of County Commissioners on all of the following issues:

- whether the **NEO Consortium** COG should appeal or accept the sanction, disallowed cost, or audit exception requiring repayment;
- whether the **NEO Consortium** COG can address the sanction, disallowed costs, or audit exception by returning or paying WIA 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 will, at their earliest opportunity, resolve to approve or disapprove the recommendation of the Chief Elected Official and convey their response to the Chief Elected Official and the other Boards of Commissioners. If one or more member counties disagrees with the recommendation of the Chief Elected Official, the Chief Elected Official shall schedule a special public meeting of the combined Board of Commissioners who shall meet to resolve the issue, and the **NEO Consortium** COG shall take action based upon a vote taken at this special meeting. In order for this meeting to occur, a minimum of six (6) Commissioners must be present. In order for any decision to be binding, any action must receive a minimum of five (5) votes by the Commissioners assembled. Any decision reached and the reason for the decision will be conveyed in writing to the appropriate governmental entity by the **NEO Consortium** COG.

When the member Counties agree with the Chief Elected Official's determination, and/or five (5) Commissioners 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 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 **NEO Consortium** 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 two or more member Counties has been determined. The member Counties agree that in the event that the State of Ohio or Federal Government levies a

performance sanction, disallowed cost, or audit exception, that applies generally to the **NEO Consortium COG WIB** or **NEO Consortium COG**, 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 **NEO Consortium COG**, based upon the percentage of grant funding received by the **NEO Consortium 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 two or more 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 of all member County Boards of Commissioners, 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 WIA or other State or Federal grant monies where there is individual liability. Repayment using WIA 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 all the Board of Commissioners of the three member Counties, that one or more Counties have to return or reduce grant funding; the **NEO Consortium 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 **NEO Consortium COG** fiscal officer and 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 WIA 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 Federal Government levies a performance sanction, disallowed cost, or audit exception, that applies generally to the **NEO Consortium COG WIB** or **NEO Consortium COG**, 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 **NEO Consortium COG**, based upon the percentage of grant funding received by the **NEO Consortium 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 **NEO Consortium 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 **NEO Consortium COG** fiscal officer and agent by reducing the amount of funds available for each member County by the corresponding amount reduced and/or returned.

#### **ARTICLE V. AGREED UPON PENALTY FOR BREACH OF ARTICLE IV. OF THIS AGREEMENT.**

Should any member County commit a material breach of this Agreement as set forth within "Article IV. Liability" of this Agreement, the **NEO Consortium COG** may by majority vote, at a regular or specially scheduled meeting, indefinitely suspend all WIA or other grant services and the payment for the same, contracted for by the **NEO Consortium COG** and/or GAPP WIB within the breaching member County, fourteen (14) days following the holding of said vote. The **NEO Consortium COG**, will reinstate and arrange for the resumption of all services and payment for the same, by a majority vote, at the next scheduled meeting once the material breach is cured.

#### **ARTICLE VI. DISPUTE RESOLUTION.**

The **NEO Consortium 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 representatives of disagrees with any action or inaction by another party, 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. The LEOs will review the issue, attempt to resolve the issue, and provide a determination in writing. If a Commissioner 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 **NEO**

**Consortium** COG votes to refer the matter. The final decision on all non-liability issues shall be solely determined by the member representatives of the **NEO Consortium** COG.

#### **ARTICLE VII. AMENDMENT OR ADDENDUM.**

This agreement may be amended or added at any time by the written, signed consent of the parties. Amendments to this agreement shall require the passage of County Commissioners' resolutions by each member County.

#### **ARTICLE VIII. TERM OF AGREEMENT.**

This agreement shall take effect upon passage of County Commissioners' resolutions by each member County approving this agreement and shall remain in effect until terminated in accordance with this paragraph or until the Workforce Investment Act is otherwise dissolved. Any member County may terminate this agreement by passing a County Commissioners resolution to that effect and which gives advance written notice to each of the other parties on or before February 1 of the year in which termination is to occur. Termination shall be effective June 30, the end of the Program Year. Termination of this Agreement shall not affect the liabilities incurred prior to the termination date.

#### **ARTICLE IX. ISSUES ASSOCIATED WITH TERMINATION**

Upon proper notice of termination of this Agreement, the **NEO Consortium** COG shall continue to exercise its powers until the effective termination date of this Agreement. Following termination of this Agreement, the **NEO Consortium** 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 X. SEVERABILITY AND ENFORCEABILITY.**

Nothing contained in this Agreement or any by-laws promulgated pursuant thereto, shall be construed to authorize any action which any party is not authorized by law to undertake. Should any part, term or provision of this Agreement be decided by a Court of competent jurisdiction to be illegal or in conflict with any law of the State of Ohio, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portion or provision shall not be affected thereby.

#### **ARTICLE XI. SIGNATURES ACCEPTABLE ON MULTIPLE PAGES.**

This document shall be enforceable once it has been signed by at least two of three Commissioners from each member County. Signatures on a single or on multiple signature pages shall be acceptable.

IN WITNESS WHEREOF, the Parties hereto have executed this Governing Agreement, with the intent to enter into the same, effective July 1, 2013.

\_\_\_\_\_  
Tracy A. Jemison, President  
Geauga County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary E. Samide, Vice President  
Geauga County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ralph Spidalieri, Board Member  
Geauga County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peggy A. Carlo, President  
Ashtabula County Commissioner

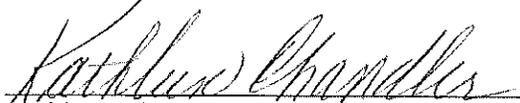
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Date

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Joe Moroski, Board Member  
Ashtabula County Commissioner

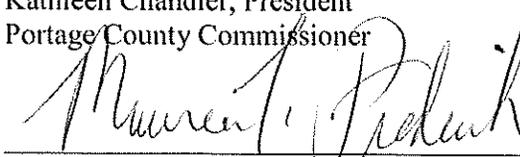
\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel R. Claypool, Board Member  
Ashtabula County Commissioner

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kathleen Chandler, President  
Portage County Commissioner

\_\_\_\_\_  
Date 6/11/13

  
\_\_\_\_\_  
Maureen T. Frederick, Vice President  
Portage County Commissioner

\_\_\_\_\_  
Date 6/11/13

  
\_\_\_\_\_  
Tommie Jo Marsilio, Board Member  
Portage County Commissioner

\_\_\_\_\_  
Date 6/11/13

EXHIBIT A -- MEMBERSHIP of GAPP WIB

| Category  | Appointed by:               |                                     |                              | Total |
|---|-----------------------------|-------------------------------------|------------------------------|-------|
|   | Geauga County Commissioners | Ashtabula County Commissioners      | Portage County Commissioners |       |
| Business Community Reps. (18)   | 6                           | 6                                   | 6                            | 18    |
| Representatives from Education.<br>(One from Public Vocational education.)  | 1                           | 1<br>Public Vocational Education    |                              | 2     |
| Representatives from Labor (2)  |                             | 1                                   | 1                            | 2     |
| Representative of local Community Based Organization.<br>(One of which has a Community Block Grant). (2)                            | 1                           | 1<br>Community Block Grant Operator |                              | 2     |
| Representatives from Economic Development organizations (2)   |                             | 1                                   | 1                            | 2     |
| Representative from the CDJFS, that operates a One-Stop, and has CDJFS/TANF stationed at the One-Stop. (1)                          | 1                           |                                     |                              | 1     |
| Representative of the Federal Title V Program (1)   | 1                           |                                     |                              | 1     |
| Representative of the Ohio Rehabilitation Service Commission and the Bureau of Vocational Rehabilitation(1)                         |                             |                                     | 1                            | 1     |
| Representative of ABLE – Literacy services (1)  |                             |                                     | 1                            | 1     |
| Representative of County Community Action Council.  |                             |                                     | 1                            | 1     |
| Representative from Ohio Dept. of Job & Family Services who satisfies the Wagner Peyser and Veterans Representative requirement (1) |                             | 1                                   |                              | 1     |
| Title V, Older Americans  | 1                           |                                     |                              | 1     |
| Total   | 11                          | 11                                  | 11                           | 33    |