



COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2004

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**RESOLUTION NO. 04-1047**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND TAILORED MANAGEMENT FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following Agreement:

This Agreement is entered into by and between the Delaware County Department of Job and Family Services (hereafter, "Department"), the Delaware County Board of Commissioners (hereafter "County:"), and Tailored Management (hereafter "Tailored Management").

Whereas the County has accepted state funds and needs to provide services or, contract out for services, and Tailored Management is willing to provide services or, contract out for services, and Tailored Management is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

A. Tailored Management will provide services for WIA/TANF-eligible participants. Services will include:

Tailored Management will provide coordinator services for the resource center as described in Exhibit A that is attached hereto.

All promotions, advertising, media events, and literature relative to this contract must identify Delaware County Department of Job and Family Services and not Tailored Management.

B. Expenditures for coordinator services shall not exceed \$42,720.

Pricing for Tailored Management long-term associates is itemized by position and pay rate and detailed in Exhibit B. Pricing is subject to change by mutual agreement between Tailored Management the Department.

The associates assigned to the Department are employees of Tailored Management and shall not be deemed to be Department employees. Tailored Management warrants that its associates are adequately covered by workers' compensation insurance, and that it assumes total responsibility to pay all applicable Federal, State, and Local withholding taxes, as well as Social Security, State Disability Insurance and all other payroll charges. Tailored Management associates have no authority to make representations or otherwise bind Tailored Management.

C. The term for this contract is from August 30, 2004 through June 31, 2005.

D. Tailored Management shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.

E. Tailored Management understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.

F. This agreement cannot be modified except when reduced to writing and signed by all parties.

G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.

H. Tailored Management agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.

I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.

J. Tailored Management agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

K. Tailored Management agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

L. The Department and Tailored Management agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that Tailored Management will fully comply with all appropriate federal and state laws regarding such

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discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.

M. This Agreement may be terminated by Tailored Management or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement.

Tailored Management agrees to require each Tailored Management associate assigned to the Department to be bound by a Confidentiality Agreement to be approved by the Department. The Department agrees to institute procedures to safeguard high value items, products and equipment, and client assumes sole responsibility to protect such high value items, products or equipment.

N. It is the intent of the parties that each employee will be assigned to the foregoing specific position at the Departments facility on a permanent basis. The assignment of Tailored Management employees is not for a limited or set time, nor for the completion of a specific project. Although the parties acknowledge the at-will nature of the employment, the parties expectation is that the employee will remain at the Department facility permanently for the life of the contract.

**Exhibit A**

**Services to be provided by Tailored Management:**

Individual assists Workforce Development (WFD) customers (Universal and One Stop System) in securing employment by providing job search services (job leads, labor market information, career information, etc.) Provides information on One Stop System partner services, training and education, and support services. Serves as the technical liaison to all customers regarding use of the computers and resolves these issues. Assist employers with job posting and recruitment activities. Utilizes goals and objectives, develops comprehensive and personalized employment plans with customers, addressing barriers and support service needs.

**ESSENTIAL FUNCTIONS:**

- \* Continually re-evaluates and re-assesses customer needs and provides appropriate support services and referrals, i.e., technical support, resource identification, networking and mentoring;
- \* Makes community referrals to meet customer needs; Selects and refers clients to job openings;
- \* Advises clients to assist them in understanding and overcoming employment related barriers;
- \* Collaborates with co-workers and agencies;
- \* Collects and maintains a variety of client information utilizing the computer system to enter and retrieve client information;
- \* Engages in job development activities as required, conducts orientation and explains One Stop System. Conducts information and services orientations and program screenings;
- \* Devises correspondence, completing forms and developing reports associated with the employment services operation; and
- \* Provide high-level support by conducting research, preparing job banks, handling information requests, and performing functions such as preparing resumes, cover letters, thank you letters, receiving visitors, and performing individual employment and education research;
- \* Provide technical assistance to computer system users. Answer questions or resolve computer problems for clients in person, via telephone or from remote location. Provide assistance concerning the use of computer hardware and software, including printing, installation, word-processing, electronic mail, and operating systems. Answer users' inquiries regarding computer software and hardware operation to resolve problems;
- \* Oversee the daily performance of computer systems. Refer major hardware or software problems or defective products to vendors or technicians for service;
- \* Counsel individuals and provide group information and/or employment/training guidance;
- \* Prepare responses to correspondence containing routine inquiries, open, sort and distribute incoming correspondence including faxes and e-mails;.
- \* Research all available jobs and place them in one place for easy jobseeker use. Create and/or use

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available materials to help jobseekers find meaningful employment. Refers qualified clients to employer or employment service for placement;

- \* Provides information on area schools, vocational, post secondary and gives resource information about grants, training resources, etc;
- \* Compiles and studies occupational, educational and economic information to assist and create awareness with clients about job market;
- \* Ability to instruct individuals with job search techniques, practices, strategies and assist with job search plan of action;
- \* Ability to instruct with computer software tutorials, leading workshops;
- \* Public speaking

**NON-ESSENTIAL FUNCTIONS:**

Performs related Essential/Non-Essential functions as required.

**I. REQUIREMENTS**

**Equipment:** Ability to use a variety of modern office equipment such as computer, copier, typewriter, telephone, calculator, FAX machine, VCR, and other equipment as necessary to perform duties.

**Critical Skills/Expertise:**

- \* Ability to assess and evaluate needs through a variety of methods;
- \* Knowledge of employment and training providers and community resources, agencies and employers including one stop employment training systems;
- \* Awareness and understanding of labor market needs, economic development issues and effective job search and retention strategies;
- \* Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- \* Thorough knowledge of interpersonal skills, interviewing, and advising/guiding;
- \* Thorough knowledge of and ability to apply Delaware County's computer system and its software to complete jobs and aid staff in using the system;
- \* Ability to communicate effectively, both orally and written;
- \* Ability to have work skills analysis, matching skills and abilities to appropriate job field;
- \* Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- \* Ability to motivate and advise clients;
- \* Ability to read and comprehend complex reading material and possesses basic mathematical skills;
- \* Ability to organize and maintain information and paperwork; and
- \* Ability to mentor/role model for jobseekers and businesses, interact professionally with jobseekers and businesses;
- Ability to effectively develop effective employment strategies and coach job seekers;

-EXHIBIT B-

2004 CONTRACT STAFFING PROGRAM

Hourly Pay Rate	Hourly Bill Rate	Overtime Bill Rate
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\$14.00	\$20.50	\$28.73
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Tailored will invoice client monthly based on the client approved time sheets submitted by Tailored associates. We bill for every hour paid to the Associate including vacation, holidays, sick days, personal days, and bereavement leave. All invoices, which are generated at the time of payroll, will indicate the pay period, the hours billed and the bill rate for each associate. Client shall pay the invoice upon receipt by deposit into the Tailored payroll account. If payment is not received prior to payroll date, further services may be withheld by Tailored and a late payment charge of the lesser of 1 1/2 % per month or the highest lawful rate may be applied to the outstanding balance until paid.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request to Tailored Management 22311611-5348 Resource Center Coordinator \$21,360.00.

Vote on Motion                Mrs. Martin        Aye        Mr. Jordan        Aye        Mr. Ward        Aye

**RESOLUTION NO. 04-1048**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Roy McClure has resigned his Telecommunications Operator position with the 911 Department; effective date August 19, 2004.

Earl Schmitz is retiring as a Building Inspector with the Code Compliance Department; effective date August 27, 2004.

Jody Scheff has accepted the Clerical Specialist Position with The Department of Job and Family Services; effective date September 13, 2004.

Vote on Motion                Mr. Jordan        Aye        Mrs. Martin        Aye        Mr. Ward        Aye

**RESOLUTION NO. 04-1049**

**IN THE MATTER OF ADOPTING A RESOLUTION TO REDUCE THE MILLAGE AT WHICH PROPERTY TAXES WILL BE COLLECTED IN DELAWARE COUNTY IN TAX YEAR 2004:**

It was moved by Mr. Jordan, seconded by Mr. Ward to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Delaware County, Ohio has determined that it is appropriate to reduce the rate of property tax that the County presently levies for current expenses within the ten-mill limitation; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio desires to ensure that a property tax reduction for the citizens of Delaware County is not nullified by any other taxing unit levying the portion of the rate that the County does not levy; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio is authorized to reduce the rate at which property taxes are collected by the provisions of Ohio Revised Code §5705.313(A)(2); and

WHEREAS, the present millage rate for current expenses of the county is 1.8 mills and the number of mills not currently levied is 1.0 mill, as established by Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio, duly passed on July 27, 1998, approved at general election by the electors of Delaware County, Ohio on November 3, 1998 by a vote of 22,922 in favor and 12,004 against, and effective January 1, 1999; and

WHEREAS, the 1.0 mill reduction in the rate of property tax collected in Delaware County, Ohio, pursuant to Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio, is effective for a period of ten years from January 1, 1999; and

WHEREAS, the sales and use taxes implemented by Resolution 98-598 of the Board of County Commissioners of Delaware County, Ohio will generate revenue in excess of any reduction in the collection rate of the inside property tax millage authorized by this resolution and Resolution 98-598;

NOW THEREFORE BE IT RESOLVED: by the Board of County Commissioners of Delaware County:

1. That the present 1.8 mill property tax levy for current expenses of the General Fund within the 10 mill limitation shall be reduced to 1.0 mills for the tax year 2004 in accordance with Ohio Revised Code

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§5705.313(A)(2).

2. That the 0.8 mill reduction in the collection rate of the inside property tax millage implemented by this resolution shall be effective in the year 2005 only.

3. That the Board of County Commissioners of Delaware County, Ohio direct the County Administrator of Delaware County, Ohio to prepare a budget projection in year 2005 in order to determine the tax revenue for Delaware County.

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mrs. Martin            Nay

**RESOLUTION NO. 04-1050**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:00AM.

Vote on Motion            Mrs. Martin            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 04-1051**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 10:40AM.

Vote on Motion            Mr. Jordan            Aye    Mrs. Martin            Aye    Mr. Ward            Aye

**RESOLUTION NO. 04-1052**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Roger Adkins's employment as a Building Inspector in the Code Compliance Department has been terminated effective August 26, 2004.

Vote on Motion            Mrs. Martin            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 04-1053**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into executive Session at 10:45AM.

Vote on Motion            Mrs. Martin            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 04-1054**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 11:25AM.

Vote on Motion            Mrs. Martin            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

There being no further business the meeting adjourned.

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Kristopher W. Jordan

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Deborah B. Martin

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James D. Ward

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Letha George, Clerk to the Commissioners