

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 3, 2006**

**THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

Present: Glenn A. Evans, Kristopher W. Jordan  
Absent: James D. Ward

**1:00 PM Prosecutor Session**

**PUBLIC COMMENT**

**RESOLUTION NO. 06-01**

**IN THE MATTER OF APPOINTING FOR YEAR 2006 THE CLERK AND DEPUTY CLERKS FOR THE BOARD OF COMMISSIONERS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to appoint Letha George, Clerk, Jennifer Walraven and Dottie Brown, Deputy Clerks to the Board of Commissioners for the year 2006.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent
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**RESOLUTION NO. 06-02**

**IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2006:**

It was moved by Mr. Evans, seconded by Mr. Jordan that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners, shall meet in regular session at 9:00 AM on Monday and 9:30 AM on Thursday of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a legal holiday, in which case, said Board of Commissioners shall meet at the scheduled time on the next regular working day thereafter. The Board of County Commissioners shall meet in regular session at 1:00 PM on the first Monday of each month with the Delaware County Prosecutor and shall hold Public Officials meeting the 1<sup>st</sup> Tuesday of each month at 12:00PM. The Board of County Commissioners shall meet in regular session on the 1st Monday in the month at 7:00 PM with no day session being held. Whenever there is a 5th Monday in the month, the Board of Commissioners will conduct a meeting to be held at night at 7:00 PM with no day meeting to be held. All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by 5:00 PM on the Wednesday preceding the Monday session and on the Tuesday at Noon preceding the Thursday session. A time will be scheduled during regular session whereas the Board will allow presentation and discussion of any matter not previously scheduled.

It is further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly advertised at least 24 hours in advance by notifying media and posting on internet.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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**RESOLUTION NO. 06-03**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 29, 2005 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held December 29, 2005 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion	Mr. Ward	Absent	Mr. Jordan	Aye	Mr. Evans	Aye
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**RESOLUTION NO. 06 -04**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Administrative Services Department is requesting that Kevin Williams attend an Ohio Public Employer Labor Relations Association Training Conference in Newark, Ohio February 5-7, 2006, at the cost of \$242.75.

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The Emergency Services Department is requesting that Robert Farmer attend a Managing Multiple Locations seminar in Columbus, Ohio February 15-16, 2006, at the cost of \$395.00.

The Emergency Services Department is requesting that Robert Farmer attend a Powerful Team Building seminar in Columbus, Ohio January 25, 2006, at the cost of \$179.00.

The Emergency Services Department is requesting that Robert Farmer attend a Incident Command Class in Anniston, Alabama February 5-9, 2006, at no cost.

The Emergency Services Department is requesting that The EMS Personnel attend a Pediatric Advanced Life Support Class in the Hayes Building January 6, 2006, at the cost of \$400.00.

The Emergency Services Department is requesting that The EMS Personnel attend a basic Trauma Life Support Class at the Hayes Building January 19, 2006, at the cost of \$400.00.

The Emergency Services Department is requesting that 12 EMS Personnel attend a Pediatric Airway Class at the Hayes Building February 8, 2006, at the cost of \$840.00.

The Emergency Services Department is requesting that The EMS Personnel attend an Advanced Cardia Life Support Class at the Hayes Building January 10, 2006, at the cost of \$400.00.

The Department of Job and Family Services is requesting that Jacqueline Culbertson attend a CFF meeting in Columbus, Ohio December 13, 2005, at the cost of \$10.00.

Vote on Motion            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Absent

**RESOLUTION NO. 06-05**

**IN THE MATTER OF APPROVING PLAT FOR THE PRESERVES AT SELDOM SEEN:**

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

**The Preserves At Seldom Seen**

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm 3, Section 3, Township 3 North, Range 19 West, United States Military District, And Being 44.280 Acres, Including 6.487 Acres Of Right-Of-Way, Said 44.280 Acres Being All Of That 44.280 Acre Tract Conveyed Romanelli And Hughes Building Company, An Ohio Corporation, By Official Record 494, Page 1402, Records Of The Recorder's Office, Delaware County, Ohio Cost \$117.00

Vote on Motion            Mr. Jordan            Aye    Mr. Evans            Aye    Mr. Ward            Absent

**RESOLUTION NO. 06-06**

**IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR THE PRESERVES AT SELDOM SEEN:**

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

**The Preserves at Seldom Seen**

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$240,000** and a Letter of Credit in that amount is available to cover the bonding of this project.

Vote on Motion            Mr. Ward            Absent    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06 -07**

**IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U05211	American Electric Power	Hills Miller Road	Install slack span
U06003	American Electric Power	Radnor & Troy Bridges over Norris Run	Relocate overhead lines
U06004	American Electric Power	Bale Kenyon Road	Cross over road with

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U06005	Verizon	Blanket permit	primary Provide single customer installations
U06006	Verizon	Curtis Road	Relocate buried cable
U06007	Verizon	Concord Road	Place buried cable

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Absent

**RESOLUTION NO. 06-08**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR CONCRETE MATERIALS; CONTRACT HAULING; CORRUGATED POLYETHYLENE TUBING AND PIPE; GUARDRAIL MATERIALS AND INSTALLED; LIMESTONE AND BITUMINOUS COLD MIX; PRECAST REINFORCED CONCRETE ARCH CULVERT; PRECAST REINFORCED CONCRETE BOX CULVERT; PRECAST REINFORCED CONCRETE THREE-SIDED FLAT TOPPED CULVERT; REINFORCED CONCRETE PIPE; REINFORCING STEEL; ROLLED STEEL SHAPES; SEEDING AND MULCHING; STEEL BEAM BRIDGES (DESIGN/BUILD) AND TREATED WOOD FLOORING FOR USE DURING 2006:**

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

**Bid Award Recommendations  
Bids Opened December 14, 2005**

As a result of the bids opened December 14, 2005 for various materials to be used during 2006, the following are the recommendations for bid awards:

**Concrete Materials:**

We recommend that a non-exclusive bid award be made to Buckeye Ready Mix and Ellis Brothers, Inc.

**Contract Hauling:**

We recommend that a non-exclusive bid award be made to D&D Agri-Hauling and Park Enterprise.

**Corrugated Polyethylene Tubing and Pipe:**

We recommend that a non-exclusive bid award be made to Hughes Supply, Advanced Drainage Supply and Baughman Tile Company..

**Guardrail Materials:**

We recommend that a non-exclusive bid award be made to Ohio Bridge Corporation, M.P. Dory Company, Paul Peterson Company and Lake Erie Construction for the supply of guardrail materials. We recommend that a non-exclusive bid award be made to Paul Peterson Company, M.P. Dory Company and Lake Erie Construction for guardrail installation.

**Limestone and Bituminous Cold Mix:**

We recommend that a non-exclusive bid award be made to National Lime and Stone, Mar-Zane Materials, and Shelly Materials.

**Precast Reinforced Concrete Arch Culvert:**

We recommend that a non-exclusive bid award be made to Bridgetek.

**Precast Reinforced Concrete Box Culvert:**

We recommend that a non-exclusive bid award be made to Rinker Materials, United Precast, Inc. and Mack Industries.

**Precast Reinforced Concrete Three-Sided Flat Topped Culvert:**

We recommend that a non-exclusive bid award be made to United Precast, Inc.

**Reinforced Concrete Pipe:**

We recommend that a non-exclusive bid award be made to Rinker Materials and the righter co., inc.

**Reinforcing Steel:**

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We recommend that an exclusive bid award be made to Superior Steel Corporation.

**Rolled Steel Shapes:**

We recommend that an exclusive bid award be made to Superior Steel Corporation.

**Seeding and Mulching:**

We recommend that a non-exclusive bid award be made to S&H Enterprises and Hydromaster.

**Steel Beam Bridges (Design/Build):**

We recommend that a non-exclusive bid award be made to Ohio Bridge Corporation.

**Treated Wood Flooring:**

We recommend that an exclusive bid award be made to Ohio Bridge Corporation, the only bidder for this material.

Bid tabulations for these materials are available.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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**RESOLUTION NO. 06-09**

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

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

Joyce Marquart has retired from the Department of Job and Family Services; effective date December 30, 2005.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent
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**RESOLUTION NO. 06-10**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ERGON FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS:**

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

**AGREEMENT**

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, "Department"), the Delaware County Board of Commissioners (hereinafter, "County"), and Ergon, a Division of the Alpha Group of Delaware, Inc. (hereinafter, "Ergon").

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Department and Ergon, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

**A. Definitions**

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Ergon" means Ergon, a Division of the Alpha Group of Delaware, Inc.

"Department" means the Delaware County Department of Job and Family Services (DJFS).

"Ohio Works First (OWF)" participant means an individual who is receiving assistance through the Ohio Works First program administered in Delaware County by the Department.

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A "Work Experience Program (WEP)" provides training and experience for employable OWF participants and Food Stamp recipients who are not otherwise able to obtain employment in order to assist them to move into regular, unsubsidized employment.

B. Purpose of Agreement

The purpose of the agreement is to state the covenants and conditions under which Ergon will provide a Work Experience Program in Delaware County for participants in the OWF and Food Stamp programs.

C. Obligations of Ergon

Ergon agrees to operate a program, described in detail in Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

Ergon shall not perform in any way inconsistent with the terms of this agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Ergon's performance in the delivery of services specified in the statement of work appearing as Appendix 1 and subject to the approved budget appearing as Appendix II attached. Payment shall be made by the Delaware County Auditor upon proper presentation of request, when approved by the Department and Ergon. Payment shall be made on a direct cost reimbursement basis for the number of hours of service provided at the appropriate rate presented in the budget. Department recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures.

Ergon shall provide a monthly invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of WEP individuals served, total number of WEP clients served that month, number of new WEP clients, number of WEP clients who recorded no work hours during the month, and number of OWF recipients who received intensive services during that month. WEP summary shall also identify number of ABAWD (Able Bodied Adults with out Dependants) participants, OWF participants, and Food Stamp participants. Invoice shall also include a separate list of WEP participants currently enrolled in the pre-employment kills program and the employment status of each participant.

B. Maximum Compensation

Ergon agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$25,000.00 or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$25,000.00.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Ergon shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by Ergon to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this agreement. Ergon must maintain all required records for three years after a state audit is conducted and all pending matters are closed. Prior to the destruction of records, Ergon shall contact the Department to obtain written notification that records may be destroyed.

ARTICLE V TIME OF PERFORMANCE

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This Agreement shall become effective upon execution by the Department as of, January 1, 2006. The services of Ergon are to commence immediately and all costs allowable under the contract shall be incurred no later than, September 30, 2006.

**ARTICLE VI BONDING AND INSURANCE**

Ergon shall present current certificates prior to commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

**ARTICLE VII INDEMNIFICATION**

A. Ergon understands and agrees that it is an independent Contractor and agrees to indemnify and hold the County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor. Ergon further agrees to indemnify the County for any wrongful disclosure or other such lawsuits or regulatory actions arising from any Release of Information forms shared between Ergon and any other agency or employer.

- B. Ergon shall assume full responsibility for and shall indemnify the County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of Ergon or any employee, agent or representative of Ergon.

**ARTICLE VIII MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities and expenditures by Ergon, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this agreement except for reduction unrelated to the provisions or purposes herein stated. Ergon shall certify that any costs incurred pursuant to the agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

**ARTICLE IX CONFLICT OF INTEREST**

Ergon covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this agreement. Ergon further covenants that in the performance of this agreement, no person having such conflicting interest shall knowingly be employed by Ergon. Any such interest, on the part of Ergon or its employees, when known, must be disclosed in writing to the Department.

**ARTICLE X MODIFICATIONS**

Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

**ARTICLE XI TERMINATIONS/SEVERABILITY**

**A. Termination for the Convenience of the Department**

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to Ergon. Ergon shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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**B. Termination for the Convenience of Ergon**

Ergon may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. Ergon shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**C. Severability**

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

**ARTICLE XII ASSURANCES AND CERTIFICATIONS**

Ergon assures and certifies that:

1. It possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of Ergon governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of Ergon to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. It is understood by Ergon that availability of funds is contingent on appropriations made by the County, State and Federal government. 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. Ergon will indemnify and hold harmless the Department for any and all claims, demands or suits relating to withdrawal of state and/or federal reimbursement and Article XI will not apply.
7. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through Ergon partnership with the Delaware County Job Network System.
8. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by Ergon.
9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. It will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
11. It will submit monthly reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit on a timely basis any other reports required by the State or Department.
12. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy (PRC). If similar direct services to participants are provided from other resources, only those costs resulting from PRC-eligible participation will be reimbursed through this Agreement.

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13. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Ergon will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin, according to federal law.

14. It will, in all solicitation or advertisements for employees placed by or on behalf of Ergon, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.

15. In the hiring of employees for the performance of work under the agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.

16. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

17. It will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.

18. It agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of Ergon. If any participant objects to the religious character of the organization, Ergon will immediately refer the individual to the Department for an alternative provider.

19. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

20. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

21. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

22. Claims made to the Department for payment for services to eligible individuals do not duplicate claims made by Ergon to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.

23. Nothing in this agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.

24. All fixed assets purchased with funds provided through this agreement remain the property of the Department. Upon termination of the agreement, Ergon may be asked to return equipment and other fixed assets to the Department.

25. It shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. Ergon further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

26. It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. Ergon further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.



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27. It is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.

28. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.

29. It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

30. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

31. It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.

32. It will comply with all other federal, state and local laws not enumerated herein.

**ARTICLE XIII GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

This contract includes the following appendices:

- |             |                                   |
|-------------|-----------------------------------|
| Appendix I  | Statement of Work to be Performed |
| Appendix II | Budget                            |

**APPENDIX I  
STATEMENT OF WORK TO BE PERFORMED**

**Statement of Need**

OWF and Food Stamp recipients are required to work a specified number of hours at non-profit sites in order to receive their benefits from the Department. WEP participants need training and support services in order to help them increase their soft skills and be successful at their WEP sites and, eventually, in their positions of paid employment. The Ergon WEP Program has developed working relationships with a number of non-profit worksites. These worksites assist the WEP participants to successfully transition from welfare to work.

**Target Population**

WEP services will be provided to all OWF and Food Stamp participants who have been referred by the Department of Job and Family Services to the Ergon for work activities. Referrals will include a summary of any assessment work done by the Department. It is expected that at least 1,248 hours of OWF/"Cash Assistance" and "Food Stamp Only" WEP participation will be served by Ergon.

For purposes of this agreement, the "Application for Cash, Medical, and Food Stamp Assistance" serves as the required PRC application for participation in the WEP Program. The Department's PRC Plan dictates that eligibility must be re-determined at least once annually. Unless the time limit for eligibility lapses, the Contractor will not be required to determine PRC eligibility for participants who are served under this contract.

**Services To Be Provided**

- A. Ergon staff will assume responsibility as for managing the Work Experience Program of the Department of Job and Family Services as described herein. Duties to be performed include maintaining functional and appropriate WEP worksites and providing an appropriate range of opportunities for the WEP participants. Ergon will provide a WEP orientation including a review of documents provided by the Department,

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signatures required on the WEP participants Rights and Responsibilities Form, a job description for the WEP site position being utilized and completing an Emergency Release of Medical Information Form. Ergon will continue to improve upon the number and types of training opportunities, utilizing some limited for profit worksites. Any new WEP sites developed will be identified in the monthly Reports. Ergon will maintain communication with the Department to ensure that all policies are followed with respect to WEP placements for OWF and Food Stamp participants.

- B. Ergon will create a training program for site supervisors. Two site supervisor trainings are scheduled each year, and each supervisor must attend at least one of these trainings. The training addresses issues such as documentation, dealing with difficult clients, appropriate communication for the worksite, how to deal with on-the-job injuries/incidents, and communication with case managers. In addition, Ergon will make weekly contact with all WEP worksites. This constant flow of communication will focus on the training needs, behaviors, and progress of the individual WEP participants and the needs of the specific worksite. Site supervisors will be required to complete weekly reports of the OWF recipients' progress and submit those to Ergon with the weekly attendance reports.
- C. Because of the time limits for obtaining OWF assistance, it is critical that—upon completion of the WEP assignment—OWF Work Experience participants be prepared to join the job force. Ergon will provide more intensive case management services to the OWF population, including worksite visits, and phone support. Ergon will also assist the OWF participants in addressing barriers (such as housing, food, clothing, transportation, utilities, schooling, and child care) that are hindering the clients from finding or retaining employment. Ergon will focus its case management services primarily on WEP participants who receive OWF. Ergon will place a high priority on serving these individuals and helping them toward employment and self-sufficiency. Specifically, case management support will include:
- Developing a Work Experience Plan that will improve the participant's work ethic, build skills to help the participant function successfully in the world of work, and develop skills to overcome barriers.
  - Providing retention services to include immediate follow-up, either in person or by telephone, for all "no shows."
  - Providing support and guidance to ensure that the WEP plan is achieved, or—in instances where the WEP plan is deemed unachievable—initiate a process and work with the Department to seek an amendment to the plan.
  - Regularly consult with the Department's Employment Counselor to recommend appropriate action steps such as trying other support mechanisms or sanctions.
  - When the WEP plan is achieved, referral to the Department's Employment Counselor for further assignment.
- D. "Food Stamp Only" participants have needs that are often different from OWF recipients. These WEP participants will receive less intensive services, to include placement and reporting as well as intervention to resolve problems that may arise on the work site, or problems identified by the participants for which help is sought. Thus, for the participants receiving food stamps only, Ergon will manage their enrollment in the WEP program, assign them to worksites, and monitor their attendance. If more intensive services are needed, these will be provided on a case-by-case basis. Typically, case management support for "food stamp only" WEP workers will include:
- Providing intervention to help resolve problems that occur at the WEP site.
  - Providing guidance and support to participants who seek such assistance.
  - If/when a "food stamp only" participant indicates that he/she is prepared to join the job force, he/she will be referred to the Department's Employment Counselor for further assignment.

**Role of the Delaware Co. Department of Job and Family Services**

The Department will perform and provide to Ergon an initial assessment of each OWF referral, to include the following: family composition, employment history, aptitudes/skills, employment goal, child care needs and arrangements, transportation needs and arrangements, felonies or major traffic violations, highest grade completed, reading and math levels, Self Sufficiency Contract, release of information forms, and medical history (when available).

The Department will remove/sanction those participants who fail to perform in accordance with minimum acceptable program standards.

The Department has designated a key staff person to serve as a liaison with Ergon to ensure that communication flows openly and that individual problems are addressed in a timely manner and on a case-by-case basis. Ergon shares in this obligation to foster open dialog and communication.

**Expected Outcomes**

1. Recognizing that work experience sites need to reflect a variety of organizations and management styles along with different types of work assignments, Ergon will maintain the appropriate number of work experience sites in order to accommodate all WEP participants. Ergon shall manage and develop the necessary number of sites, with

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regular visits that provide ongoing support. Ergon shall report monthly on the number of active sites currently maintained, with any new WEP sites identified in the monthly Report.

2. Initial training sessions for site supervisors will be offered during the year to train site supervisors and create synergy between the supervisors and the WEP team.

3. Recognizing that Ergon is dependent on the Department for all referrals, it is estimated that at least 1,248 hours of OWF/"Cash Assistance" and "Food Stamp Only" WEP participation will be assessed, oriented, and placed at work sites. Ergon shall report monthly on the number of WEP participants served. Ergon will provide weekly WEP participation hours reports. Ergon will only provide service to participants during the contract period.

4. For WEP participants who are OWF recipients, Ergon will monitor and measure the instances in which the WEP plan is achieved and instances in which the participant is making continued progress toward achieving the WEP plan. Also to be reported are instances in which the WEP plan has been amended to assist the WEP participant to reach the goals outlined in the Department's Self-Sufficiency Plan.

**APPENDIX II  
REVISED PROPOSED BUDGET 2006  
(For Period 01/06 to 9/06)**

Ergon will bill a minimum of 1,248 hours at a rate of \$17.00 per hour. Ergon will hold the Department accountable to the stated minimum of 1,248 hours to be billed over the life of this contract. Any hours over the minimum will be billed at a reduced rate of \$15.00 per hour not to exceed a total maximum compensation of \$25,000.00.

Vote on Motion                      Mr. Ward                      Absent      Mr. Jordan                      Aye                      Mr. Evans                      Aye

**RESOLUTION NO. 06-11**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JOBS FOR OHIO GRADUATES FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS:**

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

**AGREEMENT**

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, "Department"), the Delaware County Board of Commissioners (hereinafter, "County"), and Jobs for Ohio Graduates (hereinafter, "JOG").

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Department and JOG, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

**A. Definitions**

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"JOG" means Jobs for Ohio Graduates.

"Department" means the Delaware County Department of Job and Family Services (DJFS).

"Workforce Investment Act (WIA)" enrolled participant means an individual who is receiving assistance through the Workforce Investment Act Program administered in Delaware County by the Department.

JOG assures that WIA standards are met, assists at risk youth by providing dropout prevention, school-to-career transitions, and/or dropout recovery programs that help at risk young people ages 14-26.

**B. Purpose of Agreement**

The purpose of the agreement is to state the covenants and conditions under which JOG will provide

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a program in Delaware County for WIA enrolled participants meeting required outcome performance standards.

C. Obligations of JOG

JOG agrees to operate a program, described in detail in Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

JOG shall not perform in any way inconsistent with the terms of this agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon JOG performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved budget appearing as Appendix II attached. Payment shall be made by the Delaware County Auditor upon proper presentation of request, when approved by the Department and JOG. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached). Department recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures.

JOG shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

B. Maximum Compensation

JOG agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$77,121.00 or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$77,121.00.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, JOG shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by JOG to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this agreement. JOG must maintain all required records for three years after a state audit is conducted and all pending matters are closed. Prior to the destruction of records, JOG shall contact the Department to obtain written notification that records may be destroyed.

ARTICLE V TIME OF PERFORMANCE

This Agreement shall become effective upon execution by the Department as of, January 1, 2006. The services of JOG are to commence immediately and all costs allowable under the contract shall be incurred no later than, September 30, 2006.

ARTICLE VI BONDING AND INSURANCE

JOG shall present current certificates prior to commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below:

A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)

B. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

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C. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.

D. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.

E. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

**ARTICLE VII INDEMNIFICATION**

A. JOG understands and agrees that it is an independent Contractor and agrees to indemnify and hold the County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor. JOG further agrees to indemnify the County for any wrongful disclosure or other such lawsuits or regulatory actions arising from any Release of Information forms shared between JOG and any other agency or employer.

B. JOG shall assume full responsibility for and shall indemnify the County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of JOG or any employee, agent or representative of JOG.

**ARTICLE VIII MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities and expenditures by JOG, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this agreement except for reduction unrelated to the provisions or purposes herein stated. JOG shall certify that any costs incurred pursuant to the agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

**ARTICLE IX CONFLICT OF INTEREST**

JOG covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this agreement. JOG further covenants that in the performance of this agreement, no person having such conflicting interest shall knowingly be employed by JOG. Any such interest, on the part of JOG or its employees, when known, must be disclosed in writing to the Department.

**ARTICLE X MODIFICATIONS**

Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

**ARTICLE XI TERMINATIONS/SEVERABILITY**

**A. Termination for the Convenience of the Department**

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to JOG. JOG shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**B. Termination for the Convenience of Connections**

JOG may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. JOG shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**C. Severability**

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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ARTICLE XII ASSURANCES AND CERTIFICATIONS

JOG assures and certifies that:

1. It possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of JOG governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of JOG to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. It is understood by JOG that availability of funds is contingent on appropriations made by the County, State and Federal government. 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. JOG will indemnify and hold harmless the Department for any and all claims, demands or suits relating to withdrawal of state and/or federal reimbursement and Article XI will not apply.
7. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through JOG partnership with the Delaware County Job Network System.
8. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by JOG.
9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. It will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
11. It will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit on a timely basis any other reports required by the State or Department.
12. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other resources, only those costs resulting from WIA eligible participation will be reimbursed through this Agreement.
13. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. JOG will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin, according to federal law.
14. It will, in all solicitation or advertisements for employees placed by or on behalf of JOG, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.
15. In the hiring of employees for the performance of work under the agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.

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16. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

17. It will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.

18. It agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of JOG. If any participant objects to the religious character of the organization, JOG will immediately refer the individual to the Department for an alternative provider.

19. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

20. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

21. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

22. Claims made to the Department for payment for services to eligible individuals do not duplicate claims made by JOG to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.

23. Nothing in this agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.

24. All fixed assets purchased with funds provided through this agreement remain the property of the Department. Upon termination of the agreement, JOG may be asked to return equipment and other fixed assets to the Department.

25. It shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. JOG further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

26. It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. JOG further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

27. It is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.

28. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.

29. It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

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30. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

31. It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.

32. It will comply with all other federal, state or local laws not enumerated herein.

**ARTICLE XIII GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

This contract includes the following appendices:

Appendix I      Statement of Work to be Performed/Proposal

Appendix II      Budget

**Statement of Work to be Performed/Proposal**

Name of Organization Submitting Proposal: Jobs for Ohio's Graduates/JOG-Delaware

Contact Person: Tish Jenkins Email: jenkinst@delawareareacc.org

Mailing Address: 4565 Columbus Pike Delaware, Ohio 43015

Telephone Number: 740-363-1993 ext.3273

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**B. Organizational Overview - Jobs for Ohio's Graduates**

The mission of Jobs for Ohio's Graduates (JOG) is to assist at risk youth by providing dropout prevention, school-to-career transitions, and/or dropout recovery programs that helps at-risk young people ages 14-26.

Initiated in 1986/87 as a public/private, state/local partnership, Jobs for Ohio's Graduates (JOG) is part of the national Jobs for America's Graduates (JAG) system. JAG was founded in the state of Delaware under Governor Pete Dupont in 1979 and became a national program in 1980. JAG model programs are currently operated in 27 states, 1,100 high schools and 60 One-Stops nationwide. The JAG model includes specific outcomes of the performance standards for both implementation and outcomes of the program in the states. Ohio joined the JAG network in the 1986-87 school years and consistently has been a leader among the states. In 2003-2004, 15 local JOG affiliates in 17 districts throughout Ohio operated the program. Each affiliate is a non-profit agency (in our specific case JOG-Delaware) is responsible to a business-led board, hires its own staff and provides oversight. State grants from the Governor's discretionary funds provided 15% of the operating budget for the agencies in 2003-2004. The Governor has committed 10% of his discretionary funds for 2004-2005. To operate a program each local affiliate must obtain additional funding.

The Delaware-Jobs for Ohio's Graduates Program has financial support from the governor, local job and family service agencies, school districts, corporate grants and donations from businesses and individuals.

JOG-Delaware in partnership with the Delaware, Knox, and Marion Counties Workforce Investment Boards and School Boards has been offering In-School and Out-of School Drop-Out Prevention and Drop-Out Recovery Services since the fall of 1989. Jobs for Ohio's Graduates (JOG) has been providing youth & young adults of Ohio services since 1986 as a public/private, state/local partnership. JOG is part of the national Jobs for America's Graduates (JAG) system. In 2001-2002, Ohio's system was one of the largest in the nation. In 2003-2004, JOG as a state served 8,000 in-school youth and 1,800 out-of-school youth as an agency we served 800 in-school youth & adults and 200 out-of-school youth & adults in Delaware, Marion, Morrow and Union Counties. In Delaware County JOG provided services to 478 in-school and out-of school youth & adults. (See Supporting Document Section for breakdown of all Delaware County participants).

JOG-Delaware has been recognized nationally for meeting and/or exceeding all national performance measures for the past 7 years. JOG-Delaware is comprised of 17 staff.

To help assure that JOG and WIA standards are met, professional development is provided to staff. JOG staff



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attend seminars on WIA offered in conjunction with One-Stop partners, trainings on how to work with young adults, learning styles, curriculum, drugs, etc... JAG also holds a yearly annual seminar that provides a wide range of opportunities to learn more about best practices across the nation.

JOG's performance goals are clear and straightforward: help at-risk youth & adults stay in school and graduate, improve basic math and reading skills, acquire basic employability competencies and successfully transition into a job, the military or postsecondary education or training. JOG's results have exceeded every JAG standard for the past 15 years. The JAG standards are:

	JAG Standard	15-Year State Average
Graduation	90%	91.1%
Placement	60%	68%
Full-Time Jobs	60%	74.3%
Full-time Placement	80%	85.4%
Positive Outcomes	80%	82%
Proficiency Test Recovery	NA	85% * 8-year average
Return to College Rate	NA	82% * 6-Year Average
Average Wage	NA	\$6.21 – (locally \$7.54)

*Graduation* = Number of Graduates/12<sup>th</sup> Grade Participants

*Placement* = Jobs + Military/Graduates

*Full-time Placement* = Full-time Civilian + Military Placement

*Full-time Placement* = Full-time Jobs + Work & College Placements

*Positive Outcomes* = Placements + College Graduates

Positive outcomes include one of the following post-graduation destinations:

Full-time (preferred) or part-time employment

Full-time Military

Postsecondary enrollment

*Proficiency Test Recovery* = Percent of youth who enter the 12<sup>th</sup> grade having not passed the Ohio Ninth Grade Proficiency Test who pass by the end of the follow-up period.

*Return to College Rate* = Percent of JOG youth in college in the spring following high school graduation that return to college next fall.

JOG standards clearly match the WIA performance goals. The performance measures are verified through the JAG National Data Management System, an accreditation of the local program on a yearly basis and file audits conducted by a third party entity. JOG-Delaware has always met and exceeded the national goals of the program. JOG-Delaware has been recognized as a leader in the nation and the state for meeting and exceeding performance measures.

Table of Organization for Staff

- Jobs for Ohio's Graduates Board of Director's
- Executive Director
- Program Manager
- Graduate Recovery Specialist
- Credit Recovery Specialist - Job Specialist

Jobs for America's Graduates has 15 total National Trainers throughout the nation, JOG-Delaware has two staff that are nationally certified.

**Project Summary**

*Community Partnerships*

JOG-Delaware is a school-to-career transitions system that only works to help youth & adults if it works in cooperation with all community partners. JOG-Delaware has demonstrated strong community partnerships. The submitted proposal will continue the JOG Programs in the County and enhance the One-Stop by incorporating a Youth One-Stop into the existing center.

Delaware County youth & adults are increasingly becoming more at-risk of successfully completing high school, postsecondary and/or workplace requirements for success. The youth & adults of the county lack the necessary academic, job and leadership skills to becoming successful. Through funds provided from this grant and with committed dollars from school districts and governor discretionary dollars JOG will create a warm, inviting and safe youth resource center within the current One-Stop located at the Delaware Area Career

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Center. The youth resource center will act as a no-wrong door advocate for the youth & young adults of Delaware County. The JOG program will man the center from 8am-8pm daily. The resource center and JOG programs both in-school and out-of-school will provide a community wide coordinated system of care to youth & adults, market youth & adults, provide youth subcommittee oversight if needed (JOG currently has three staff on the WIA youth council and coordinates all youth who participate on the youth council), coordinate and create youth & young adult community & leadership projects for Delaware County. To be able to provide theses services and many others JOG will need matching funds support for the Graduate Recovery Program that serves the out-of-school youth and young adult population in Delaware County, funding support for a full-time tutor to be housed at the youth resource center, the tutor provides services to both in-school and out-of-school youth & adults for the entire county, and supplemental funding support for the in-school JOG specialists at the local high schools. JOG will provide, to youth & adults seeking assistance in achieving academic success and employment success, a variety of options for improving educational and skill competencies as well as provide effective communications to employers. This will be done for both in-school and out-of-school youth & adults through a variety of measures that may include but are not limited to: tutoring, study skills training, instruction leading to secondary school completion, job shadowing, employability skills training, guidance, case management, 12 months follow-up, work experience, job shadowing, leadership development opportunities and support services.

The Delaware County Community will benefit from the partnership with Jobs for Ohio's Graduates with a seamless community wide integrated system for youth & young adults.

**C. Project Narrative**

Delaware County faces a crisis youth & adults are increasingly becoming more at-risk of successfully completing high school, postsecondary and/or workplace requirements for success. In 1983 the National Commission on Excellence in Education reported, "If an unfriendly foreign power had attempted to impose on America the mediocre educational performance that exists today, we might well have viewed it as an act of war. As it stands, we have allowed this to happen to ourselves... We have in effect, been committing an act of unthinking, unilateral educational disarmament." Jobs for Ohio's Graduates in partnership with the One-Stop partners would like to stop the educational disarmament. Our intent the continuation of the Jobs for Ohio's Graduates Graduate Recovery Program, tutoring services and in-school JOG Programs is to offer a multitude of services that best meet the need of the individual and the community. JOG will provide a variety of educational, leadership and support service activities. These services will allow individuals, who are at-risk of not graduating to obtain a high school diploma or GED, develop their potential through leadership activities and provide 12 months of active follow-up. These services will also enable them to be self-sufficient and therefore, eliminate or significantly reduce individual/family dependency on assistance programs.

*I. Question One*

*A. Major Objectives:*

Improve Educational Achievement  
Reduce the dropout rate  
Preparing for and Succeeding in Employment  
Supporting youth & adults through mentorship and a year of monthly contact beyond graduation  
Developing active citizens (services to develop potential)

*B. Short-Term Goals:*

Stimulate learning leading to high school graduation or GED  
Improve self-confidence  
Train on 37 key employment competencies  
Provide tools for success in school and life  
Provide leadership opportunities  
Develop individual goals both short and long term

JOG-Delaware in partnership with Delaware County JFS, and One- Stop partners will provide a variety of educational, leadership and support service activities to both *WIA/TANF/PRC eligible youth & adults*, and by combining dollars contributed by the school districts and corporations any person who wants services will be served regardless of income levels. Strategies to help individuals become successful work best when built on a foundation of school – community collaboration. A single strategy – tutoring a child having difficulty in a subject may help in the short run. But for the duration, multiple strategies must be applied strategically and over time to keep youth and adults in schools and achieving high levels. A community-wide dropout prevention system provides an interconnected web of supports for youth and families. JOG will take the lead in connecting agencies, schools, business & industry and many others to guarantee that our community works as a collaborative. JOG services will help the Delaware County youth & adults improve educational achievement and prepare for and succeed in employment. JOG will also provide on-going support services to the participants and develop active citizens.

The goal for Jobs for Ohio's Graduates is to help targeted youth & adults break out of the dropout/ potential dropout category by delivering a set of services based upon the need and preferences of the participants from entry into the program, through a skills phase and a 12-month follow-up phase.

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The program will directly impact and benefit target populations eligible under WIA, TANF & PRC. Barriers indicative of program referral and enrollment are:

Failure to have yet passed all components of the ninth grade proficiency or expected trouble with the new OGT

Grade point average below 2.0

Modal Grade Deficient

Deficiency in academic credits

Pattern or history of poor attendance

Prior truancy or expulsion

Pregnant or parenting

Contact with Justice system

Basic Skills deficient

Lack of demonstrated pre-employment/work maturity skills

Poor written and/or communication skills

History of substance abuse

Many of these "red flag" indicators parallel the service barriers required under WIA.

Services provided will cover the four themes of the Workforce Investment Act; improving educational achievement, preparing for and succeeding in employment, supporting youth and services to develop potential. On a year round basis, 500 youth & adults will be provided services through JOG, at a minimum 150-200 will be WIA, TANF and/or PRC eligible. Services offered in Delaware County through JOG:

*Individual/Small Group Tutoring Services* for those who are behind a grade level and/or demonstrate below average grades, students who are having difficulty passing the proficiency tests, SAT and/or ACT Preparation and individuals who need assistance in obtaining their high school diploma. These services will increase self-esteem, encourage students to stay enrolled in school and develop confidence in attaining their educational goals. Tutoring will be monitored at all times by a JOG Job Specialist. The Graduate Recovery Specialist, tutor and Director will coordinate activities through the One-Stop/ youth resource center for the county schools and agencies in coordination with Delaware County Job and Family Services. JOG Job Specialists will be housed in the local high schools, and the One-Stop/ Youth Resource Center to assist with coordination and provide direct services.

*Alternative School* – The One-Stop/Youth Resource Center provides an ideal location for meeting the needs of individual youth and adults by offering an alternative school to participants enrolled in the JOG Graduate Recovery Program. The Graduate Recovery Program has the capacity and flexibility to adjust to differing needs of the individual by offering the following: total commitment to meeting the needs of the individual, maximum teacher/student ratio 1:10, clearly stated mission, caring staff, continual staff development pertaining to youth and adults who are at-risk, staff with high expectations, and most importantly a flexible school schedule with community involvement and support. The value of alternative schools as an effective dropout prevention strategy has been documented through research and anecdotal records going back to the early 1980s. Significant amounts of local and state effectiveness data suggests that alternative schools indeed make a difference in the lives of students struggling in traditional schools (Cash, 2004).

*Short Term Post Secondary/Vocational Education Expenses* may include application and entrance exam fees, lab fees, books, manuals, tools and/or tuition costs. By obtaining vocational and technical skills, individuals will increase their chances of securing employment, job retention and workplace advancement for individuals/families.

*Employability Skills* – The JOG Curriculum is designed to equip youth & adults with a minimum of 37 employment competencies that will prepare them to secure a quality entry-level job and/or pursue a postsecondary education upon graduation from high school. The categories include:

Career Development

Job Attainment

Job Survival

Basic Skills

Leadership Skills

Teamwork Skills

Personal Skills

*Adult Mentoring* – The "Specialist" provides individual attention to students to help them overcome barriers preventing them from receiving a high school diploma and/or securing employment or pursuing a postsecondary education that will lead to a career. A JOG Job Specialist would coordinate activities through the One-Stop/ Youth Resource Center. According to a recent *Child Trends Research Brief* (Jekielek, Moore, Hair & Scarupa, 2002), mentoring is so effective that it should be considered a major strategy for youth development. Mentored youth are likely to have fewer absences from school, better attitudes towards school, fewer incidents of hitting others, and less drug and alcohol use.

*Guidance & Counseling* – Assistance with placement are provided to youth & adults before and during the summer months or partnerships are developed with employment programs to support yearlong learning. Follow-up on the job is also an essential component.

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*Student-Led Leadership Development* – A highly motivational student-led organization – the Jobs for America’s Graduates Professional Association and the Ohio Career Association, build on the competency-based curriculum and provide opportunities for students to develop, practice, and refine their leadership and team membership skills. Local, regional, state, and national competition evolves from the local associations in the areas of interviewing, public speaking, service learning, employability skills, and phone usage to name a few areas. The Director for JOG housed at the One-Stop/Youth Resource Center will coordinate the leadership activities for all JOG participants at the One-Stop.

*Job and Postsecondary Education Placement Services* – Specialists are actively involved in intensive, one-on-one employer marketing and job development activities to identify entry-level job opportunities for students upon graduation. Likewise, specialists assist graduates in the exploration of postsecondary education opportunities and help them navigate the financial aid process to pursue these opportunities. A JOG staff will coordinate all activities through the One-Stop.

*Linkages to School and Community-Based Services* – JOG serves as a school-based “one-stop center” for targeted at-risk youth & adults to ensure they receive appropriate academic and social services from available resources in the school and community. The JOG programs at the Delaware Area Career Center, Hayes, Buckeye Valley, Big Walnut and One-Stop work well with the community partners of Delaware County. Again, the JOG staff will work in partnership with Delaware County JFS to ensure that the appropriate linkages are made throughout the community.

*Twelve-Month Follow-up Services* – We provide no less than twelve months of follow-up and support on the job and in postsecondary education after leaving school. Done monthly this improves retention and keeps youth moving on goals. Non-graduates are followed up to encourage graduation or GED attainment on a weekly basis.

*Accountability System* – Computerized tracking of young people served, services delivered and performance outcomes (graduation rate, positive outcomes, aggregate employment rate, full-time jobs rate, full-time placement rate, further education, and entry into the military, wages, and return to school rate) is a critical component of the program. Jobs for America’s Graduates National Data Management System (JAG EDMS) is the core of the accountability. The JAG EDMS tracks services delivered and performance outcomes and case management.

*Service-learning/Community Service* – is an interactive strategy used in conjunction with the student-led leadership club that each JOG Program operates. The students decide what projects that they want to focus upon. The specialist then coordinates the projects to make the projects meaningful, based on real community needs and directly link the projects to academic, employment and personal learning. Service-learning enables students to engage positively in their surroundings, to effect change, and to improve conditions of social justice and fairness. Studies of the effects of service-learning on grades, attendance, and dropout reduction indicate the value of this strategy for students who have significant risk factors (Shumer, 1994; Follman, 1998; O’Bannon, 1999). Service-learning has the potential to reduce alienation (Yates & Youniss, 1996; Celebrese & Schumer, 1986), reduce risky behaviors (Follman, 1998; Scales, Blyth, Berkas & Kielsmeier, 2000), and provide students with positive attitudes toward school, community and self. Service learning is key to youth and adults becoming more active and productive citizens. An example of a strong JOG service-learning activity is the JOG students at the Delaware Area Career Center South Campus who have develop the Community Wide Youth Festival –Battle of the Bands. The Battle has been designated by the youth as an on-going yearly project to raise awareness & money for a particular issue and at the same time doing something they really enjoy. The Battle of the Bands also verifies that the youth do become more politically aware and active when they are engaged in meaningful activities.

*Professional Development* – Continuous improvement of results through the ongoing professional development of managers, specialists, and supervisors is ongoing. JOG staff attend local, state and national trainings as well as regional opportunities from local county Job and Family Services. Professional development is a valuable tool in improving staff competency and participant achievement.

JOG will provide the necessary training and experiences to ensure a youth and/or adult is prepared for employment. JOG Job Specialists will develop mentoring, job shadowing, entrepreneurial opportunities, summer employment opportunities, direct linkages to both paid and unpaid work and internship opportunities for youth, as appropriate, in conjunction with Delaware County One-Stop Employment and Training Center. Any youth that would require subsidized employment JOG will help facilitate the process with the One-Stop. Youth that are linked with Delaware County JFS/One-Stop for subsidized employment will have JOG staff assisting in coordinating services and talking with the employers for whom the youth is placed. JOG will also work in tandem with the One-Stop to register all placements. An example of JOG working in partnership with the community to develop employment opportunities for youth is the Delaware County Youth Workplace Experience Program that JOG Graduate Recovery Specialist, Dee Clark has helped develop with other members of the WIA youth council.

JOG-Delaware, the participating school districts, Delaware County JFS, One-Stop partners, and Delaware Area

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Career Center will refine and expand our current operating relationship to stretch to include new concepts for career clusters, mentoring, shadowing and internships to best help the youth of Delaware County. The trained JOG staff will incorporate these concepts into a year-round plan for each individual WIA enrolled youth to help ensure their future employment success. The JOG Programs in Delaware County already have strong business/agency partnerships and incorporate shadowing and internships in the program. This proposal will further develop these relationships.

JOG further enhances “Preparing for and Succeeding in Employment” theme by providing at a minimum 37 employment competencies that are pre and post tested to measure knowledge gain and a student led activity club that has them use the competencies directly into practice and refine leadership skills.

II. Question II

C. Targeted Number to be Served & Expected Outcome

Service	Objective Met	Numbers served	Expected Outcome
Youth Resource Center – located at the CCRC Job Development Career Exploration Labor Market Info. Educational Support Services Marketing & Outreach Resume Development Job Search One-Stop Services Access Self-Access Services Alternative Secondary Services	1-5	500+	JOG will connect youth & adults to appropriate partner for success & will act as the case manager to work with the individual  Participants who enroll in the JOG Graduate Recovery Program will receive alternative secondary services plus many other services.
Summer Employment Opportunities	3-5	100+	Individuals will be notified & connected to employment opportunities through job fairs, postings that are maintained and meeting with individual specialist
Individual & Small Group Tutoring – Full-time tutor housed at the Youth Resource Center Educational Support Services	1-3	200+	Youth & adults will earn needed high school credits, pass proficiencies and OGT, and increase basic skills
Short Term Post Secondary Expense	1 & 3	25+	Certificates & credentials will occur by removing this barrier
JAG Core Competencies Employability Skills Occupational Skills Training – related to soft skills that are universal among employers Career Exploration/ Planning Short Term Skills Training Resume Development Financial Planning	1,3,5	500+	All youth & adults will post-test at a minimum standard of 75% to receive a JAG Certificate of Mastery, develop long and short term goal plans
Adult Mentoring Coordination of partners Coordinates occupational specific skills training Support Services	1-5	200+	Youth and Adults will develop an individual goal plan that the mentor will work with and further develop – act as a support mechanism
Guidance & Counseling Support Services	1-5	200+	Will meet one-on-one with all participants as needed to ensure success
Student-Led Leadership Development Service-learning Leadership Activities Career Preparation Civic Awareness	1-5 (focus on 5)	400+	Participants will be inducted into the organization, develop a plan of work and have the opportunity to participate in Community Service, Service Learning, Employment Competitions, Youth Summits, & Workshops, etc... Attendance will increase Demonstrated civic commitment – ie WIA Youth Council, Skate Park Committee, Commissioner Meetings
Job & Postsecondary Education Placement Services	3-5	150+	Individuals will meet the JAG minimum outcomes (explained in organization overview)
Linkages to Services	1-5	300+	Through the Job Specialist all linkages will be monitored

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Twelve-Month Follow-Up Support Services Skills Training Paid & Unpaid Work Experiences Summer Employment	1-3	All Completers	Minimum monthly contact with participant, 5 contacts with employer, 3 contacts with postsecondary (if enrolled)
Accountability System	1-5 (verifies)	All JOG enrolled participants	Tracks services and performance outcomes maintained on a daily basis, verified through a contracted third party entity
Professional Development	1-5 (gives staff needed tools to meet objectives and goals)	JOG Staff Community Partners One-Stop Staff	Continuous Improvement
Assessments/Inventories Support Services	1-5	200+	All participants will be pre & post tested in Basic Skills and Work Readiness, many will complete interest inventories, learning style workshops, and others
Employment Opportunities Job Development Paid & Unpaid Work Experiences	3 & 5	200+	Participants will work with JOG staff and partners to link to employment, attend job fairs, be informed about employment opportunities

*Methodology Used to Attain the Program Objectives & Goals*

A combination of curriculum substance, competency material used, pre and post test measurement, when coupled with our data base management system and staff development commitment give us a process management system sufficient to attain not only our internal goals and objectives, but also those required under WIA as performance outcomes.

*Expected Outcomes:*

Youth & adults will improve their skill attainment rate in one or more of the following areas: basic skills, work readiness skills, and/or occupational skills. Participants who have not completed secondary education will continue to work on their credential. Other measurable service levels will be:

80% of the WIA eligible you will meet their yearly goals – either improving in basic skills or in work-readiness or both

100% of those enrolled under WIA served by JOG will have an Individual Development Plan mutually developed and used to guide each student through graduation into a career that may require additional training or encourage immediate entry into the workforce.

*Local Performance Outcomes*

The Jobs for Ohio's Graduates Program will meet the following performance standards and track these outcomes through the nationally recognized Jobs for America's Graduates electronic data management system as well as state monitoring through a contract with a third party entity that the Governor's Workforce Policy Board approves. The third party entity will ensure that all tracking is taking place if there are any discrepancies that cannot be clarified the local JOG agency will lose the ability to operate as a state recognized JOG unit and may no longer use the name of JOG or JAG.

75 % of youth 14-18 year olds not enrolled in education at the time of enrollment will be placed in a secondary or alternative secondary program within six months of enrollment.

75% of youth 14-21 year olds not employed at the time of enrollment will be placed in internships, job shadowing rotations, entrepreneurial opportunities, employment or connected to subsidized employment with other agencies within six months

75% of 14-18 year olds assessed to be basic skills deficient at the time of enrollment will attain the goals set within each year of enrollment.

75% of youth 14-21 year olds will remain employed or in an educational program three-to-nine months after exit or successfully complete an educational program in that period.

75% of youth 19-21 year olds will be placed in a credential program within three months of enrollment.

75% of youth ages 19-21 year olds assessed to be basic skills deficient at the time of enrollment will be placed in a remedial skills program within six months of enrollment

75% of youth 19-21 enrolled in post secondary or advance training programs will receive a degree or certificate or maintain at least a passing grade within six months of exit

Will meet all WIA requirements for adults

75% of customers will be satisfied

70% of Employer's will be satisfied

**III. Question III**

*Service Delivery Process*

Participants can access the JOG Programs and Youth Resource Center through an unlimited number of access points. Some of the initial access points will be referrals from community partners and agencies, school connections, JFS referrals, etc... Once the individual has been referred to the JOG Program they would then complete an initial assessment to make sure that JOG is the appropriate placement. If after the initial

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assessment JOG is an inappropriate placement the job specialist will work with the One-Stop partners to guarantee service connection. Delaware County Department of Job and Family Services will review paperwork to ensure appropriate placement, enter WIA participants into SCOTI, work with JOG staff for a continuous seamless delivery system, help JOG verify public assistance information for participants and continue the tremendous partnership that has been established since the creation of the One-Stop. JOG will maintain all WIA case files.

Framework for Access & Services

Referral JOG Initial Assessment Referral to another agency or JOG enrollment federal mandated requirements (paperwork) & assessments Development of ISS Placement in Services (all individuals receive case management, guidance & counseling, adult mentorship and monthly follow-up for 12 months plus whatever is deemed necessary within reason to become successful) Yearly Testing for Basic Skills and Work-Readiness Credential attainment Job Placement Follow-Up

Basic Skill Gain  
Postsecondary  
Work Readiness Gain  
Occupational Skill Credential

*IV. Question IV*

E. *The Jobs for Ohio's Graduates Program will do the following:*

Recruit program participants

Market to the youth & adults in the community through the JOG youth council subcommittee

Provide Outreach efforts to youth & young adults in Delaware County

Determine eligibility for use of WIA funds

Provide a comprehensive assessment and develop an individual service strategy

Provide intensive services that will enhance the participants ability to obtain a diploma or equivalent and secure and retain employment

Maintain a case file with all required documents

Assist Delaware County Department of Jobs and Family Services in meeting all other program requirements

Provide direct staff support to Delaware County JFS youth activities

Assist with staffing at the Delaware County One-Stop located at the Community Career Resource Center

Coordinate all activities with JFS staff co-located in the One-Stop

The Youth Resource Center and JOG Programs will all have developed marketing, recruitment and Outreach

Plans developed by JOG staff and One-Stop Members. All JAG Model Programs develop marketing and

employer development plans on a yearly basis. Strong relationships and clear communications are the

hallmarks of successful programs. When communicating with our partners the following concepts will keep us on a clear communications path:

Youth – focused

Market Driven

Outcome-oriented

Customer focused

Other ways that marketing and outreach will occur is directly through the JOG staff. JOG staff will seek media coverage for youth events, use promotional materials, develop business & agency partnerships, distribute informational packets, host open houses, distribute newsletters, share success stories, information will be left in locations that youth frequent, and provide presentations to educate various stakeholders. (Question has also been answered throughout proposal)

*V. Question V*

*Resources Provided by Jobs for Ohio's Graduates*

JOG has over 15 years experience reducing barriers for youth and young adults to learning and work success.

JOG is part of a national organization, JAG that is recognized by the Department of Labor as quality program

for WIA. JOG-Delaware brings multiple funding streams to be combined with the various funds available

through WIA and Department of Job and Family Services so that all youth can be served regardless of income.

JOG-Delaware is requesting approximately 40% of the overall operating budget for the county come from WIA

and other JFS controlled funding sources. Funding sources for Delaware County JOG include but are not

limited to; corporate and business donations, local fundraisers, local civic organization donations, foundation

support, governor discretionary dollars and local school funding. JOG has had to diversify funding more in

past years to continue operations.

JOG-Delaware has strong human resources with very limited staff turnover and the average years of service to JOG in Delaware County is seven. Delaware County JOG staff has not changed other than in reductions due to funding in the past three years. Staff have been recognized locally and at the state and national level, Ron Rider, JOG Job Specialist at Delaware Hayes was recognized as Wal-Mart Teacher of the Year in 2003, Dee Clark was recognized as operating the best Graduate Recovery Model in the nation in 2002 & 2003, Christina Lay has been recognized locally and at the state level for curriculum development, and Tish Jenkins has been recognized by the Career Center, The Ohio Career and Technical Association, and nationally by Jobs for America's Graduates. JOG-Delaware has a staff of 17 with 10 of those staff working directly with the youth of Delaware County. JOG-Delaware also has a long history working with the school districts within the county. All county schools have signed articulation agreements with JOG Programs. The school districts provide

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support, classroom, and access to records, credit for employment competencies and financial support to the JOG Programs housed in their buildings.

JOG-Delaware staff all have completed a week-long technology camp, have a laptop that was purchased within the last twelve months, and have computers & printers at the locations that they work within the county. The staff has supplemental materials and a continually updated National Curriculum that is on-line.

JOG-Delaware has a strong business-led Board of Directors that meet on a monthly basis, volunteer in the JOG Programs, sponsor leadership events, hire graduates and most importantly truly commit to the program. The Board provides direct oversight, approves that budget, all contracts, and reviews the expenditures. The Executive Director for JOG stays current on audit issues through graduate level courses on budgeting, time allocations, school law (in particular federal funding) and has taken numerous workshops on WIA that focus on the accountability issue at all levels. The fiscal agent for JOG-Delaware is the Delaware Area Career Center and its' Treasurer Chris Bell. The Delaware Area Career Center (DACC) is audited on a yearly basis and the JOG monies are audited as a separate line item under the DACC. Fiscal tracking is done according to state of Ohio guidelines for school districts according to county, state and federal guidelines. The DACC has never had an audit finding.

JOG-Delaware has multiple levels of internal controls for fiscal tracking as discussed above, information gathering, reporting and performance tracking. The first level of internal control begins with the JOG Job Specialist. The specialist gathers all information, reports the information to a JAG National Electronic Data Management System (paid for and developed by a Department of Labor Grant directly from Washington) and performance is tracked for all youth served through this system. The second level of internal control is at the Supervisory level. The JOG supervisor goes through all WIA and JOG paperwork both hardcopy and electronic. They then either list any corrections that need to be made and send it back to the specialist or if everything is in order the hard copy WIA documentation is sent to Workforce Services Unlimited (WSU). WSU is one portion of level three controls. WSU has a contract that is approved by the Governor's Workforce Policy Board to monitor all JOG WIA case files for the state of Ohio. WSU monitors the paperwork at all stages and also comes to the sites and monitors paperwork. Another component of a third tier of internal control is the Executive Director for JOG who only releases the Electronic Data after all reports have been reviewed. The electronic data is released on a monthly basis. A fourth level of control occurs at the state and national level where all JOG files are monitored and reviewed and verified through a third party entity. JOG-Delaware has completed state WIA monitoring and has repeatedly been recognized yearly for meeting and exceeding all performance measures.

Timeline for Continuation of Services

The activities will be available through the Jobs for Ohio's Graduates Program continuing on July1, 2004 through June 30, 2005. The local agency has applied for state funding to help reduce the WIA funding needed.

The current anticipated level of multiple funding streams will allow for all Delaware County Youth to have the opportunity to be served regardless of income if this grant is approved.

Timeline	What	Who	Measurement
May -June	Work with schools and One-Stop to identify youth who need JOG services	Tish Jenkins Delaware County JOG Staff Tracey Merrin Chad Richardson School Guidance Departments Principals	Rostered at a minimum 45 to 50 youth per specialist for the upcoming school year



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June-August	Follow-up and support current and graduate students, TABE and Work Readiness Assessment as necessary, career exploration program, service activities, tutoring individual students, linking youth to employment, assisting Delaware County JFS with staffing the One-Stop during the summer, proficiency intervention, and all other services listed in proposal  Provide on-going year-round services to all participants	JOG staff	All enrolled youth will be pre/post tested Youth who needed tutoring will complete agreed upon hours in coordination with JOG staff and the One-Stop  80% of all WIA registered youth will show gains in Basic Skills & Work Readiness  Staff will develop marketing and outreach plans  Staff will attend professional development trainings  100 youth will be provided direct services during the summer
August	Organize student schedules and assignments, follow-up, employer contacts, directly contact all new participants prior to the start of the school year, continue working with youth and adults connected to Graduate Recovery & tutoring.	JOG staff	50% of follow-up will have an employer contact student schedules are completed letters to families of youth have been mailed 20 credits will be completed during summer hours
September	Actual assessment/instruction begins Continue Coordination through One-Stop/ Youth Resource Center  Provide on-going year-round services to all participants	JOG staff	100% of rostered youth have been assessed WIA applications have begun to be processed Students begin employment competencies and are introduced to service learning Submitted Make-a-Difference Day Nominations
October – November	Instruction, community service, leadership development activities, job shadowing, election of officers, Conduct an Initiation/Installation Ceremony, tutoring, guidance & counseling, provide on-going year-round services to all participants	JOG staff	All youth Documented in JAG EDMS Incentive – student elected President of the local programs will attend JAG National Student Leadership Conference Officers develop the Plan-of-Work for student activity club
December	10 elements of WIA, Service Project, NSLC	JOG staff	Incentive – paid for 5 day trip to DC for elected officers
January	10 elements of WIA	JOG staff	Earn ½ credit elective
January - March	10 elements of WIA, Prepare for district pre-employment work readiness competition	JOG staff	All students complete grade level competitions Officers prepare school chapter manuals and service displays Students demonstrate appropriate dress for grade
April	District Competitions – two separate days a total of 23 competitions, continue 10 WIA elements	JOG staff Business Volunteers Agency Personnel Students	Students receive certificate of mastery for demonstrated employment competencies Winners of competitions move on to state competition

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May	10 WIA elements, post testing, summer plan development with individual students, recognition events,	JOG staff Students School Boards	Documentation of level three mastery of 37 employment competencies at a minimum for graduating seniors State competition Summer Plans for all youth Each program presents to local boards Updated ISS Plans Incentive – Academic Credit, Awards & Recognition
June – cycle repeats			Earn full credit if enrolled for 180 hours

JOG-Delaware will work in tandem with County JFS and the One-Stop to best coordinate services to youth. The JOG staff will complete all WIA paperwork and maintain case files as required by Delaware County JFS. JOG staff will assist Delaware County JFS with all youth programming. For In-school youth JOG-Delaware would like to provide all assessment on site for any youth that wants to be involved in JOG so that no group of youth is singled out thus stopping the continual separation of “at-risk”. By being cognizant of the bullying problems associated by separating youth according to poverty or ability groupings JOG in coordination with the One-Stop will truly offer a “no wrong door” approach to all youth. The Executive Director and/or designee will attend WIA Youth Council Meetings, One-Stop Meetings, and other community meetings to better serve the youth.

*VI. Question VI*

*Qualifications of Staff Service Youth & Program Budget*

*Qualifications of the Staff Serving the Youth*

JOG-Delaware requires that all JOG staff meet the following requirements per JOG Board of Director’s policy:

Bachelor’s Degree

BCI complete record check – cannot work without this clearance

Minimum of two years experience working with youth

Classroom instruction background

Complete physical examination

TB test report –cannot work without this clearance

The following staff and board members are involved with the JOG-Delaware Jobs for Ohio’s Graduates Programming and will work directly with the Delaware County youth and One-Stop/Youth Resource Center:

Tish Jenkins, Jobs for Ohio’s Graduates Executive Director past 8 years, BA History, Licensed Teacher, Masters in Administration, Principal License, helped develop the JAG National Drop Out Model, serves on four WIA Youth Councils. Created and developed the In-School programming for Morrow, Union and Marion Counties in 1996 and began offering dropout services in Delaware County in 1997. The Director provides core services to anyone that enters the One-Stop and also works at night to help provide coverage at the One-Stop.

Christina Lay, Jobs for Ohio’s Graduates Program Manager past 7 years, BS Speech & Hearing Science/Communications, Jobs for America’s Graduates National Trainer, Curriculum Coordinator for Jobs for Ohio’s Graduates. She helps provide core services to anyone that enters the One-Stop and also works at night to help provide coverage at the One-Stop.

Tracey Merrin, Jobs for Ohio’s Graduates Board Member past 3 years, Jobs for Ohio’s Graduates Job Specialist previously, involved with WIA Youth Programming for Delaware County Job and Family Services

Diane (Dee) Clark, Jobs for Ohio’s Graduates Graduate Recovery Specialist, Bachelors Degree in Social Welfare from Ohio Wesleyan University, prior to working with the Jobs For Ohio’s Graduates Program she held previous positions as a counselor, social worker, instructor for displaced homemakers, and was a case manager under the JTPA system. For the past 8 1/2 years Dee has helped to create one of the strongest Jobs for America’s Graduates Drop-Out (Graduate) Recovery Programs in the nation and specifically Ohio, She has been recognized by both JAG and JOG for high performance and going above and beyond. Dee currently is working with over 80 older youth at the Delaware County One-Stop. She has written numerous grants, met all federal and state performance standards under both WIA and Jobs for Ohio’s Graduate, helped form the Delaware County Common-Good Linkage Team (before One-Stops were created), serves on the GRADS Advisory Board and facilitates the Youth Work Experience Program for the Delaware County Youth Council. Dee provides core services to all youth who enter the One-Stop, and intensive services to those enrolled under WIA and works at night to man the Resource Center.

Kimberly Goelz, Credit Recovery Specialist (tutor), Bachelors Degree English, certified teacher 7-12, currently

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working on Masters in Curriculum and Instruction with Reading Endorsement (will complete all course work in July 2004). Kim works with all youth who enter the One-Stop. She tutors clients with JFS, Graduate Recovery, and the Delaware Area Career Center. Kim tutored over 150 of which over 100 received high school make-up credits in 2003-2004. Kim works with the One-Stop to guarantee that the Community Career Resource Center is also a youth resource center. Kim provides core services to all youth who enter the one-stop, and intensive services to those enrolled under WIA and works at night to man the Resource Center.

Barth Burgett, JOG-Delaware member past 6 years, Kokosing provides shadowing, internships, paid employment and many other direct services to the JOG program.

Gregg Snouffer, JOG Job Specialist past 9 years at the Delaware Area Career Center, BA History, certified teacher, active in youth leadership activities, World Champion Boomerang thrower and entrepreneur, Delaware Area Career Center students under his leadership have been recognized by the National JAG for excellence in Service Learning. Delaware Area Career Center JOG students average over 5000 hour in community service in coordination with a project that was developed in partnership with the WIA Youth Council. Gregg's students will hold the first annual battle of the bands on June 12, 2004. The students plan on making this a yearly youth festival to benefit an organization. Gregg has written and received grants for student leadership projects.

Ron Rider, Jobs for Ohio's Graduates Specialist past 4 years at Delaware Hayes High School. Ron is one of only 15 JAG National Trainers and is also a Curriculum Coordinator for Jobs for Ohio's Graduates. Ron has previous experience in business and industry and has been a tremendous asset to JOG. Ron's students organize a spring job fair annually for all youth who attend Delaware Hayes and typically bring in over 40 employers to the event. Ron also works in tandem with the JFS staff at the One-Stop to guarantee his students do not fall through the cracks. Ron was recognized in 2003 as Wal-Mart Teacher of the year in Delaware County.

Christy Parsons, Jobs for Ohio's Graduates Specialist past 7 years, BA English, certified teacher English 9-12 and reading endorsement k-12, over 20 years experience as a teacher, currently taking courses that will lead to a Masters Degree, was recognized by the local board as a lead specialist for several years.

Mark Thomas, Jobs for Ohio's Graduates Specialist past 4 years at Delaware Hayes High School, coaching experience, and business background. Mark is currently working on becoming a certified JAG National Trainer. Mark's students creatively plan numerous projects in the summer.

Pat Wood, Jobs for Ohio's Graduates Specialist past 2 years at Buckeye Valley High School, coaching experience, BA Business Administration, and past fund-raising experience with the Columbus Museum or Art. Pat does a tremendous job-preparing students for employment competitions.

Please see Supporting Documents section for job descriptions and respected functions.

Delaware County **Total JOG Budget** July 1, 2004 – June 30, 2005

<b>Category</b>	<b>Basis</b>	<b>Total Amount</b>
<b>Staff Positions</b>		
Job Specialist Salaries (5 positions)	Salary for 12 months	\$133,558
Graduate Recovery Specialist	Salary for 12 months	\$33,932
Tutor	Salary for 12 months	\$26,814
JOG Directors Salary	50 % of salary for 12 months	\$24,857
JOG Supervisors Salary	50 % of salary for 12 months	\$19,333
<b>Fringes (Describe)</b>		
School Employees Retirement	14% of total salaries	\$33,389
Medical/Dental/Vision/Pres/Life	Based on actual plans staff have – this Board share only (does not include staff costs) and % of staff salary charged to Delaware County	\$58,902
Medicare	1.45% of total salaries	\$3,458
Workers Compensation	2% of total salaries	\$4,770
Tuition Reimbursement	\$1,000 per staff based on salary percentage	\$8,000
<b>Other Costs (Describe)</b>		
Phone, Copying, Postage, Internet	\$1000 allocated to each staff	\$8000
Equipment	\$500 allocated per staff for repairs & replacement if needed	\$4,000
Supplies – alternative teaching materials, TABE, posters, markers, folders, paper, disc for youth etc...	\$2000 each staff	\$16,000
Supplies for Central Office & Youth Resource Center	Postage, phone, copying, materials, books, etc...	\$10,000

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Marketing	Letterhead, brochures, annual reports, advertisement	\$10,000
Travel/Professional Development	Staff training throughout the year and mileage reimbursement at \$.375 for WIA Activities, Trainings, Employer follow-up, student homes, etc...	\$25,000
Fiscal Administration	5% of total budget for payroll, fiscal monitoring, HR services, filing of workers comp claims, resolving medical claims, attorney on call for legality clarification, liability insurance	\$17,351
<b>Youth Support Service Costs</b>		
Support Services	Gas vouchers, food, clothing expenses, car repairs, etc...	\$12,000
Ohio Career Association & Professional Association	Costs for students to be involved in the Ohio Career Association to include but not limited to; Leadership Conference, Career Development Conference, National Student Leadership Conference, student activities, etc...	\$20,000
	<b>Total</b>	<b>\$467,750</b>

**Jobs for Ohio's Graduates Funds by Line Item from other sources that are guaranteed outside of this proposal**

Category	Basis	Total \$
<b>Staff Positions</b>		
Job Specialists – 5 Specialist	70% of salary for 12 months paid by County Schools, governor discretionary funds	\$93,491
JOG Directors Salary	70% of salary listed for 12 months paid by DACC & governor discretionary funds	\$17,400
Graduate Recovery Specialist	50% salary for 12 months paid by governor discretionary funds	\$16,966
Tutor	15% salary for 12 months paid by governor discretionary funds	\$4,022
Program Supervisor Salary	70% of salary for 12 months paid by grant from Northern Region JOG	\$13,533
<b>Fringes (Describe)</b>		
School Employees Retirement	State JOG grant pays for Director & Supervisor, Schools pay 50% of in-school staff	\$15,535
Medical/Dental/Vision/Pres	DACC & Northern Region Grant pay Directors & Supervisors & schools pay 50% for Specialist in their buildings	\$24,442
Medicare	50% covered by other funding DACC, grants, etc...	\$1,729
Workers Compensation	50% covered by other funding DACC, grants, etc...	\$2,385
Tuition Reimbursement	50% covered by grant from Kokosing	\$4,000
<b>Other Costs (Describe)</b>		
Phone, Copying, Postage, Internet	75% paid for by Delaware County Schools, DACC, Verizon Grant	\$6,000
Equipment	Paid for by Verizon Grant	\$4,000
Supplies – alternative teaching materials, TABE, posters, markers, folders, paper, disc for youth, etc...	75% paid for by Delaware County Schools, Honda Grant, Delaware County Bank Grant	\$12,000
Supplies for Central Office & Youth Resource Center	50% paid for by Board support from DACC	\$5,000
Marketing	50% paid for by Board support from DACC	\$5,000
Travel/Professional Development	60% paid for by grants from Kokosing, Honda, Verizon, United Way, etc...	\$15,000
Fiscal Administration	50% Written into grant for Northern Region JOG	\$8,676
<b>Youth Support Service Costs</b>		
Support Services	Expect to get 50% coverage from various sources local churches and business, schools will also directly fundraise	\$6,000
Ohio Career Association/Professional Association	50% will be covered by corporate sponsorship from Kokosing, Bischoff & Associates, & chapter Career Associations	\$10,000
	<b>Total</b>	<b>\$265,200</b>

Total percentage of guaranteed funds at time of Delaware County Grant Submittal 57% of total Delaware

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County JOG Operating budget. JOG will request funding from the Northern Region out of the Governor’s Discretionary funds for five specialists and one graduate recovery specialist. (The state if it has funding available will provide \$22,000 per specialist and \$5,000 for supervision if approved. Delaware County is not a priority in the funding scheme for JOG at the state level because the schools are not part of the urban 21, perceived belief that county is rich, the schools are not failing on the school report cards and ethnicity is not diversified. Unless the state receives an increase in funds from the governor the likelihood of state funding for all the JOG positions in Delaware County is unlikely). JOG-Delaware expects to receive funds from the Governor Discretionary Funds for Graduate Recovery and two programs in Delaware County. The funds if awarded require a 100% match. JOG-Delaware will apply for state funds if state funds are obtained the total amount requested in this proposal will be reduced by the amount awarded.

In-Kind budget does not reflect supplies for special community service projects and individual student leadership costs or chapter only leadership development costs because it varies by program – the specialists are required to raise funds. For example: Hayes and Big Walnut both go to Camp Mary Orten for Team Building Training which costs about \$3,000. The students fund raise or ask for corporate sponsorship to under write the costs. There is no direct cost to the student.

**Total Amount Requested is \$202,571** to fund small portions of nine staff positions that work directly with over 500 youth & adults in tandem with the schools, the one-stop and DCJFS to guarantee that all youth & adults of Delaware County have access to the innovative programming options offered under WIA. The cost per participant would actually only be approximately \$411.00 which is a significant bargain for so many services being offered and by mixing funding streams and not having to turn anyone away who has barriers to success yet does not meet one of the many requirements under the various funding streams. The staffing costs can be broken down under the 10 elements instead of salaries if needed. The JOG-Board believes that for audit purposes it is more appropriate to break down costs according to salaries. If the Delaware County Review Committee would prefer a budget broken-down by each category offered under WIA we will gladly do so.

The proposed funding request is significant. If the committee cannot approve such a large proposal, the JOG-Delaware Board has prioritized funding based on county needs and JAG/JOG Model requirements. Priority levels are:

Priority One – \$ 75,470

Graduate Recovery, Tutor and associated costs related to these positions – total cost would be \$77,470.

Graduate Recovery requires 100% match from county to receive state funds. The tutoring position was a position created through the DJFS over 4 years ago to help with their clients as well as Graduate Recovery clients. The total budget amount includes fringes for these positions, required training to stay accredited, supplies directly linked to federal mandates and 100% of the Support Services cost. Support Services line item will only be used for those clients directly linked to Graduate Recovery or the DJFS.

Priority Two – \$115,323

Graduate Recovery, Tutor, Delaware Hayes Five-Year JOG Program, and Delaware Area Career Center South Campus Program – same cost as above plus staffing costs for two in-school staff positions. Both specialists also serve adults. Gregg Snouffer is the specialist at DACC South Campus and is an integral component of youth programming for the county. He serves youth from each school in the county and has them involved in the WIA Youth Council and numerous other projects.

Priority Three – \$150,252

Priority Two plus senior model JOG Program at Delaware Hayes and at Buckeye Valley – programs serve youth & adults

Priority Four – \$192,571

Priority Three plus JOG Programs at DACC North and Big Walnut – programs serve youth & adults

Priority Five - \$202,571– Everything in request including creation of Youth Resource Center

**Total Funding Request - from Delaware County Workforce Investment/TANF/PRC Youth & Adult Programs**

Category	Basis	Total Amount
<b>Staff Positions</b>		
Job Specialist Salaries (5 positions)	30% of salary for 12 months	\$40,067
JOG Directors Salary	15 % of salary designated just for Delaware County for 12 months – needed for internal monitoring, fiscal controls, manning the One-Stop at night, tutoring and support of programs at local schools	\$7,457
Graduate Recovery Specialist	50% salary for 12 months- to serve out-of-school youth and adults	\$16,966
Tutor	85% salary for 12 months – to serve everyone who needs services * cannot get JOG funds for tutor (is not an actual JAG Model Program)	\$22,792

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Program Supervisors Salary	15 % of salary designated just for Delaware County for 12 months – needed for credibility, accounting, curriculum development, and leadership events, mandated by JAG Model to have a direct supervisor otherwise cannot be recognized program.	\$5,800
<b>Fringes (Describe)</b>		
School Employees Retirement	Remainder of costs after state grant & school contributions	\$17,854
Medical/Dental/Vision/Pres/Life	Based on actual plans staff carry minus individual school contributions and state contribution	\$34,460
Medicare	Remainder not covered by other grants	\$1,729
Workers Compensation	Remainder not covered by other grants	\$2,385
<b>Other Costs (Describe)</b>		
Phone, Copying, Postage, Internet	Remainder not covered by other sources	\$2,000
Equipment	Covered through other funding sources	-0-
Supplies – alternative teaching materials, TABE, posters, markers, folders, paper, disc for youth etc...	Remainder not covered and directly linked to WIA requirements – example TABE Booklets, score sheets, copying, file folders, etc ...	\$4,000
Supplies for Central Office & Youth Resource Center	Remainder not covered – new project directly linked to proposal	\$5,000
Marketing	Reminder not covered – higher cost due to new project directly linked to proposal	\$5,000
Travel/Professional Development	Remainder not covered and directly linked to services	\$10,000
Fiscal Administration	50% of total line item for payroll, fiscal monitoring, HR services, filing of workers comp claims, resolving medical claims, attorney on call for legality clarification, liability insurance – charge has been added by Treasurer as a direct result of issues with county contracts for JOG	\$8,676
<b>Youth Support Service Costs</b>		
Support Services	Remainder not covered through fund-raising – line item is key in being able to reduce barriers for success	\$6,000
Ohio Career Association & Professional Association	50% of total line item - Costs for students to be involved in the Ohio Career Association to include but not limited to; Leadership Conference, Career Development Conference, National Student Leadership Conference, student activities, etc...	\$10,000
	<b>Total</b>	<b>\$202,571</b>

**Supporting Documents**

C. Documents needed to support Project Narrative  
 Students Served in 2003-2004 by JOG in Delaware County  
 Job Descriptions  
 D. Project Budget Form  
 Signed Conditions of Participation  
 IRS Letter – already on file  
 Statement of Continuing Existence – already on file  
 By-Laws – on file  
 Previous Year's Financial Information – Cannot be completed until Delaware County has paid on current contract. – however JOG Delaware does meet all audit requirements per the state of Ohio and has not had any audit findings. JOG-Delaware falls under the Delaware Area Career Center for finances.  
 Approved Board Budget for 2003-2004  
 Annual Report  
 Proof of Insurance – on file  
 Current List of Board Members  
 Resolution from Board of Directors

**APPENDIX II  
 REVISED PROPOSED BUDGET 05/06  
 (For period 01/01/06 to 06/30/06)  
 Jobs for Ohio's Graduates  
 WIA/TANF Budget Delaware County  
 2005-2006**

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Category	Basis	Total \$
Programming		
Jobs for Ohio's Graduates Programming Delaware County	Programming Costs	\$39,000
<b>Fringes (Describe)</b>		
School Employees Retirement	14% of program costs	\$5,400
Medical/Dental/Vision/Pres	38% of total program costs	\$14,820
Medicare	1.45% of total program costs	\$566
Workers Compensation	1.5% of total program cost	\$585
<b>Other Costs (Describe)</b>		
Supplies – alternative teaching materials, disc, ink cartridges, phone cards, poster board, binders, markers, pens, etc...	\$3,000.00 (\$1,500.00 provided by local schools)	\$1,500
Equipment	Digital Camera	In-Kind
Travel	Staff Training, follow-up, Mandatory National Training, Regional Area 7 WIA Training, reimbursement at \$.485 includes mileage reimbursement	\$3,000
Communications	Cell Phones, postage, internet, fax	\$750
Marketing	Letterhead, advertising, postage, brochures, certificates	\$1,500
Support Services	Gas vouchers, food, clothing, car repairs, testing, incentives, emergency utilities, emergency dental, prescription assistance, professional fees, clothing for employment, employment assistance, etc...	\$5,000
Development Training - for students and staff	Costs for students to be involved in the Ohio Career Association to include but not limited to; Team-Building Day, Leadership Training, Career Field Trips, Leadership Development Conference, Career development Conference, National Student Leadership Conference, Chairman's Award Recognition Evening, Fish Training, etc...	\$5,000
	<b>Total</b>	<b>\$77,121</b>

Vote on Motion            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Absent

**RESOLUTION NO. 06-12**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND HELPLINE FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS:**

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

**AGREEMENT**

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, "Department"), the Delaware County Board of Commissioners (hereinafter, "County"), and Helpline (hereinafter, "Helpline").

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Department and Helpline, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

A.        Definitions

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“State” means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

“Helpline” means Helpline.

“Department” means the Delaware County Department of Job and Family Services (DJFS).

“Ohio Works First (OWF)” participant means an individual who is receiving assistance through the Ohio Works First program administered in Delaware County by the Department.

A “Work Experience Program (WEP)” provides training and experience for employable OWF participants and Food Stamp recipients who are not otherwise able to obtain employment in order to assist them to move into regular, unsubsidized employment.

**B. Purpose of Agreement**

The purpose of the agreement is to state the covenants and conditions under which Helpline will provide a Work Experience Program in Delaware County for participants in the OWF and Food Stamp programs.

**C. Obligations of Helpline**

Helpline agrees to operate a program, described in detail in Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

Helpline shall not perform in any way inconsistent with the terms of this agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

**ARTICLE II STATEMENT OF WORK TO BE PERFORMED/BUDGET**

Appears in Appendix I.

**ARTICLE III COMPENSATION AND METHOD OF PAYMENT**

**A. Reimbursement**

The Department agrees that reimbursement of all costs will be dependent upon Helpline’s performance in the delivery of services specified in the statement of work and subject to the approved budget appearing as Appendix I attached. Payment shall be made by the Delaware County Auditor upon proper presentation of request, when approved by the Department and Helpline. Payment shall be made on a direct cost reimbursement basis for the specified type of service as described in Appendix I attached. Department recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures.

Helpline shall provide a monthly invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of WEP individuals served, total number of WEP clients served that month, number of new WEP clients, number of WEP clients who recorded no work hours during the month, and number of OWF recipients who received intensive services during that month. Invoice shall also include a separate list of WEP participants currently enrolled in the pre-employment skills program and the employment status of each participant.

**B. Maximum Compensation**

Helpline agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$30,000.00 or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$30,000.00.

**ARTICLE IV ACCESS TO RECORDS**

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Helpline shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Agreement. The Department and



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the above named parties shall be permitted by Helpline to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this agreement. Helpline must maintain all required records for three years after a state audit is conducted and all pending matters are closed. Prior to the destruction of records, Helpline shall contact the Department to obtain written notification that records may be destroyed.

**ARTICLE V TIME OF PERFORMANCE**

This Agreement shall become effective upon execution by the Department as of, January 1, 2006. The services of Helpline are to commence immediately and all costs allowable under the contract shall be incurred no later than, June 30, 2006.

**ARTICLE VI BONDING AND INSURANCE**

Helpline shall present current certificates prior to commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

**ARTICLE VII INDEMNIFICATION**

A. Helpline understands and agrees that it is an independent Contractor and agrees to indemnify and hold the County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor. Helpline further agrees to indemnify the County for any wrongful disclosure or other such lawsuits or regulatory actions arising from any Release of Information forms shared between Helpline and any other agency or employer.

B. Helpline shall assume full responsibility for and shall indemnify the County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of Helpline or any employee, agent or representative of Helpline.

**ARTICLE VIII MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities and expenditures by Helpline, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this agreement except for reduction unrelated to the provisions or purposes herein stated. Helpline shall certify that any costs incurred pursuant to the agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

**ARTICLE IX CONFLICT OF INTEREST**

Helpline covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this agreement. Helpline further covenants that in the performance of this agreement, no person having such conflicting interest shall knowingly be employed by Helpline. Any such interest, on the part of Helpline or its employees, when known, must be disclosed in writing to the Department.

**ARTICLE X MODIFICATIONS**

Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

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**ARTICLE XI TERMINATIONS/SEVERABILITY**

**A. Termination for the Convenience of the Department**

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to Helpline. Helpline shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**B. Termination for the Convenience of Helpline**

Helpline may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. Helpline shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**C. Severability**

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

**ARTICLE XII ASSURANCES AND CERTIFICATIONS**

Helpline assures and certifies that:

1. It possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of Helpline governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of Helpline to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. It is understood by Helpline that availability of funds is contingent on appropriations made by the County, State and Federal government. 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. Helpline will indemnify and hold harmless the Department for any and all claims, demands or suits relating to the withdrawal of state and/or federal reimbursement and Article XI will not apply.
7. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through Helpline partnership with the Delaware County Job Network System.
8. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by Helpline.
9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. It will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.

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11. It will submit monthly reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit on a timely basis any other reports required by the State or Department.
12. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other resources, only those costs resulting from PRC-eligible participation will be reimbursed through this Agreement.
13. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Helpline will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin, according to federal law.
14. It will, in all solicitation or advertisements for employees placed by or on behalf of Helpline, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.
15. In the hiring of employees for the performance of work under the agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.
16. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
17. It will comply with all provisions of the Executive Order 11246 of June 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
18. It agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of Helpline. If any participant objects to the religious character of the organization, Helpline will immediately refer the individual to the Department for an alternative provider.
19. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
20. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
21. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
22. Claims made to the Department for payment for services to eligible individuals do not duplicate claims made by Helpline to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
23. Nothing in this agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.
24. All fixed assets purchased with funds provided through this agreement remain the property of the Department. Upon termination of the agreement, Helpline may be asked to return equipment and other fixed assets to the Department.
25. It shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. Helpline further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

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26. It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. Helpline further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

27. It is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.

28. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.

29. It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

30. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

31. It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.

32. It will comply with all other federal, state and local laws not enumerated herein.

**ARTICLE XIII GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

This contract includes the following appendices:

Appendix I      Statement of Work to be Performed/Budget

**APPENDIX I  
STATEMENT OF WORK TO BE PERFORMED/BUDGET**

Helpline will provide services for WIA/TANF-eligible participants. Helpline program and services will include:

Over the life of the contract Helpline will serve an estimated total of 40 OWF participants and Food Stamp recipients identified as hard to serve with multiple barriers to employment. It is estimated that of the 40, approximately 80% will continue to receive full program services.

**Initial Services:** Interview Assessment and Skill Identification.

The services provided at this level include reviewing client information from the Department and discussion with case manager as to appropriateness of placement with Helpline, one to one interview with referred client, review of client skills, interests, abilities, and past experience, provide client with program policies and expectations (expectations from client and from program staff), address transportation and child care issues, set attendance schedule with client, and discuss Helpline assessments with case manager regarding past and present barriers to employment.

**Initial Objectives:** To gain knowledge of client and determine the appropriate job readiness plan to implement. This initial assessment will take place over a 15 hour period (extending over 2 or 3 days depending upon scheduling).

**Initial Expected Outcomes:** Client will be motivated to continue with program and move to full program services. Both Helpline and Department representative will mutually decide that a client is being appropriately placed before the client can move to full program services. If the client only receives Initial Services the following fee applies. If the client moves to full program services, the fee for full program services will apply

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(see Full Program Services below), not both.

Fee for Initial Services:

Staff person at \$14.00 per hour for 15 hours	\$210.00
Materials and reporting	\$50.00
Administration	<u>\$40.00</u>
Total per client	\$300.00

Full Program Services: Services provided at this level

The services provided at this level include working with client in developing goals that address specific barriers to employment, developing a plan to achieve work and personal goals, begin to build job readiness skills by providing client with in-house activities, monitor ability to follow simple and complex instructions, provide supervision of activities, monitor client attendance, address any behavioral issues, mentor client regarding life skill barriers to obtaining and/or retaining employment, provide a positive support system and encourage client to continue with the program.

Once it is determined by Helpline staff and Department case manager that the client is ready to assume the responsibility, Helpline will provide an appropriate work site that will further build the client’s skill base and provide a positive environment. Helpline will monitor client progress and provide monthly reports to the Department. If work site proves inappropriate due to any reason, client will return to Helpline for further assessment and training.

Full Program Objectives: To establish client’s work and personal goals and develop a plan to achieve. Provide client with skill building activities under the supervision of Helpline staff and to provide client with work site experience.

Full Program Expected Outcomes: To enable clients to overcome barriers and become job ready and able to retain employment.

Fee for full program:

Staff position at \$14.00 per hour for 40 hours of expected service	\$560.00
Materials and reports	\$100.00
Administration	<u>\$40.00</u>
Total Full Program	\$700.00

Monthly progress meetings will be billed at \$60.00 per hour

Vote on Motion            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Absent

**RESOLUTION NO. 06-13**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE AREA CAREER CENTER – COMMUNITY CAREER RESOURCE CENTER FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS:**

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

**AGREEMENT**

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, “Department”), the Delaware County Board of Commissioners (hereinafter, “County”), and Delaware Area Career Center – Community Career Resource Center (hereinafter, “DACC”).

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Department and DACC, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

**A. Definitions**

“State” means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

“DACC” means Delaware Area Career Center – Community Career Resource Center.

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“Department” means the Delaware County Department of Job and Family Services (DJFS).

“Workforce Investment Act (WIA)” enrolled participant means an individual who is receiving assistance through the Workforce Investment Act Program administered in Delaware County by the Department.

DACC assures that WIA standards are met, assists individuals with Career Planning/Job Search Workshops by helping individuals develop tools and work related skills leading to employment, overcoming barriers, researching the local job market, researching careers, and becoming familiar with workplace expectations.

**B. Purpose of Agreement**

The purpose of the agreement is to state the covenants and conditions under which DACC will provide a program in Delaware County for WIA enrolled participants meeting required outcome performance standards.

**C. Obligations of DACC**

DACC agrees to operate a program, described in detail in Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

DACC shall not perform in any way inconsistent with the terms of this agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

**ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL**

Appears in Appendix I.

**ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET**

**A. Reimbursement**

The Department agrees that reimbursement of all costs will be dependent upon DACC performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved budget appearing as Appendix II attached. Payment shall be made by the Delaware County Auditor upon proper presentation of request, when approved by the Department and DACC. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached). Department recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures.

DACC shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

**B. Maximum Compensation**

DACC agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$22,942.00 or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$22,942.00.

**ARTICLE IV ACCESS TO RECORDS**

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, DACC shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by DACC to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this agreement. DACC must maintain all required records for three years after a state audit is conducted and all pending matters are closed. Prior to the destruction of records, DACC shall contact the Department to obtain written notification that records may be destroyed.

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**ARTICLE V TIME OF PERFORMANCE**

This Agreement shall become effective upon execution by the Department as of, January 1, 2006. The services of DACC are to commence immediately and all costs allowable under the contract shall be incurred no later than, September 30, 2006.

**ARTICLE VI BONDING AND INSURANCE**

DACC shall present current certificates prior to commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- B. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- C. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- D. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- E. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

**ARTICLE VII INDEMNIFICATION**

- A. DACC understands and agrees that it is an independent Contractor and agrees to indemnify and hold the County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor. DACC further agrees to indemnify the County for any wrongful disclosure or other such lawsuits or regulatory actions arising from any Release of Information forms shared between DACC and any other agency or employer.
- B. DACC shall assume full responsibility for and shall indemnify the County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of DACC or any employee, agent or representative of DACC.

**ARTICLE VIII MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities and expenditures by DACC, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this agreement except for reduction unrelated to the provisions or purposes herein stated. DACC shall certify that any costs incurred pursuant to the agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

**ARTICLE IX CONFLICT OF INTEREST**

DACC covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this agreement. DACC further covenants that in the performance of this agreement, no person having such conflicting interest shall knowingly be employed by DACC. Any such interest, on the part of DACC or its employees, when known, must be disclosed in writing to the Department.

**ARTICLE X MODIFICATIONS**

Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

**ARTICLE XI TERMINATIONS/SEVERABILITY**

**A. Termination for the Convenience of the Department**

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to DACC. DACC shall be

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entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**B. Termination for the Convenience of Connections**

DACC may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. DACC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**C. Severability**

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

**ARTICLE XII ASSURANCES AND CERTIFICATIONS**

DACC assures and certifies that:

1. It possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of DACC governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of DACC to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. It is understood by DACC that availability of funds is contingent on appropriations made by the County, State and Federal government. 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. DACC will indemnify and hold harmless the Department for any and all claims, demands or suits relating to withdrawal of state and/or federal reimbursement and Article XI will not apply.
7. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through DACC partnership with the Delaware County Job Network System.
8. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by DACC.
9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. It will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
11. It will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit on a timely basis any other reports required by the State or Department.
12. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other



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resources, only those costs resulting from WIA eligible participation will be reimbursed through this Agreement.

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14. It will, in all solicitation or advertisements for employees placed by or on behalf of DACC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.

15. In the hiring of employees for the performance of work under the agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.

16. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

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18. It agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of DACC. If any participant objects to the religious character of the organization, DACC will immediately refer the individual to the Department for an alternative provider.

19. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

20. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

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27. It is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.

28. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.

29. It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

30. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

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32. It will comply with all other federal, state or local laws not enumerated herein.

ARTICLE XIII GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

This contract includes the following appendices:

Appendix I Statement of Work to be Performed/Proposal

Appendix II Budget

**Appendix I Proposal/Statement of Work  
Proposal for Workforce Investment Act  
Delaware County Department of Job and Family Services**

Service Period of RFP: July 1, 2005 (through): June 30, 2006  
Month/Date/Year Month/Date/Year

Proposed Contract Amount 22,942.00 Unit of Service workshop (2 hr) Total of Units 310  
\$72.00 per workshop 2 hr workshop 300 regularly scheduled  
(6 per week for 50 weeks) 10 scheduled as needed

Date of Application: May 19, 2004

Address: 4565 Columbus Pike, Delaware, Ohio 43015

Telephone / Daytime: 740-548-0798 ext 321 Evening: 740-694-1060 Fax: 740-548-0710

Contact Person: Susan Birie

Address: 4565 Columbus Pike, Delaware, 43015

Telephone: 740 548 0708 ext 3219

E-Mail: [biries@delawarejvs.org](mailto:biries@delawarejvs.org)

Organization/Agency Name: Delaware Area Career Center Community Career Resource Center

Non Profit  Not for Profit  Private, for Profit

Business Name: ---



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offer specific career training to Delaware County residents. The Delaware Area Career Center now provides career training and academic instruction to over 650 area high school high school students from the following school districts: Delaware City, Big Walnut, Buckeye Valley, and Olentangy. The Delaware Area Career Center also offers extensive adult education programs in career development and enrichment courses for those wishing to enhance or upgrade skills in a current field. The Area Career Center serves approximately 2500 adults each year.

The Career Center's South Campus at 4565 Columbus Pike is the location of the Community's Career Resource Center (CCRC) In 1996, members of the Delaware community were awarded an Ohio School-to-Work grant to establish a Community Career Resource Center which is to serve as a central site for information on workplace training, career education, and school-to-work activities for all learners, kindergarten through adult. CCRC services include: a reference library to help in career and job research, a computer lab with internet connections for job and college information as well as links to other career related sites and programs, a variety of assessments to determine how particular careers match with individual interests and abilities, current job listings and local company information as well as individual assistance in preparing, faxing, and e-mailing resumes and practicing interviewing skills. The mission of the Delaware Area Career Center and the CCRC is "To prepare youth and adults to enter, compete and advance in an ever-changing workforce that demands a commitment to lifelong learning."

The CCRC has been certified as one of the Level 1 One-Stop Centers for Delaware County.

2. Please describe previous related projects to provide a history of experience, knowledge and outcomes.

In March 2001, Susan Birie from the Community Career Resource Center at the Delaware Area Career Center and Tami Galloway at the Center for Workforce Development at the Marion Technical College collaborated to develop a series of workshops that would meet the needs of TANF clients. From this original pilot program the Career Foundation Series has evolved. Workshop content and delivery systems are continually reviewed and upgraded. This proposal will allow a continuation of career development and job search services that WIA and the Delaware Department of Job & Family Services funded in the 2003-04 and 2004-05 fiscal years. Because of a change in focus, Marion Technical College is no longer able to participate in these activities and the Community Career Resource Center will be the sole provider. The attached page summarizes the number Career Foundation participants for last the 2003-04 reporting year. Contracts for the 2005-05 year were not received until March 2005. Consequently services will be provided only for late April, May and June 2005 and participation rates have not yet been compiled.

**PROJECT SUMMARY**

In less than 500 words please summarize your proposal and make any additional remarks not addressed elsewhere in this proposal.

This is a continuation services presently being offered and will provide a series of career decision making and job search workshops. These workshops focus on career development and job search techniques.

Workshops are held at the Department of Jobs and Family Services in at Delaware Hayes Building and at the Delaware Area Career Center. Topics include: Job Search, Ready, Set, Go! Interests and Aptitudes, Job Search Basics, Resume Development, Networking, and Interview Techniques.

Customized workshops can also be made available at other locations or for special situations or circumstances as identified by the Department of Jobs & Family Services and/or the Delaware Rapid Response team.

**PROJECT NARRATIVE**

**Core Service Activity: Career Planning/Job Search Workshops**

**Major Objective: Help individuals develop tools and work-related skills leading to employment, overcoming employment barriers, researching the local job market researching careers, and becoming familiar with workplace expectations.**

Activities	Targeted Outcomes	Measurement Tool	Projected Number to be Served
1. Series of rotating workshops to be	Individuals will be able to:	Participants will be asked to	1000 Individuals

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<p>held at the Delaware County Job and Family Services. Topics include:</p> <ul style="list-style-type: none"> <li>• Job Search, Ready, Set, Go</li> <li>• Career interest &amp; aptitudes</li> <li>• Resume Development</li> <li>• Job Search Tips &amp; techniques</li> <li>• Networking and the Hidden Job Market</li> <li>• Interview Techniques.</li> </ul> <p>2. Other workshops may be developed as needed and requested</p> <p>3. Individual assistance and small group hands-on sessions will also be provided to enhance workshop material.</p>	<p>1. Describe their interest, aptitudes and strengths as well as possible job titles/career clusters that match their interest and aptitudes.</p> <p>2. Create a resume and cover letter that best highlights their skills as it relates to specific positions they are applying for.</p> <p>3. Identify sources of employment leads, and ways to positively influence potential employers to secure interviews and employment.</p> <p>4. Practice Positive interviewing techniques to secure employment.</p>	<p>complete an evaluation at the end of each workshop to determine not only the quality of the workshop but the knowledge gained as related to the evaluation.</p> <p>Please see the sample evaluation on the next page.</p>	<p>will participate in workshops throughout the year.</p> <p>These individuals may be referred by TANF or WIA case managers, other one-stop partners, or individuals that are currently not receiving any support or assistance.</p> <p>*300, 2 hour workshops *6 sessions per week *50 weeks of the year</p> <p>16 specially scheduled workshops on an as needed basis for dislocated workers or others as requested by the Delaware Dept. of Jobs &amp; Family Services or Rapid Response Teams</p>
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**Sample Measurement Tool:** This is the basic evaluation given to participants at the end of a workshop. A separate evaluation form is developed for each session. The major difference is the session outcome question #3.

**Career Planning Foundations Evaluation**  
**Susan Birie, CCRC @ Delaware Career Center South Campus**

Date: \_\_\_\_\_

The session I attended was Job Search Tips & Techniques.

(Other evaluation forms would say *The session I attended Interview Skills*  
*The session I attended was Resume Workshop*  
*The session I attended was Career Interest & Aptitude*)

1. The session was helpful to me.
  - Yes
  - No
 Comments \_\_\_\_\_
  
2. I feel the information I gained today was helpful.
  - Yes
  - No
 Comments \_\_\_\_\_

*This question would vary depending on the session attended:*

3. What are three possible job titles or career clusters you wish to further explore?
3. What is one interview tip you learned today?
3. What is the most important tip you learned today to help you get an interview to secure a

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job?

3 What skills do you wish to emphasize on your resume and how does that relate to a specific position you are applying for?

3 Describe three possible people or places you will be further investigating for employment in your job search.

4. How did you hear about this session?

5. What additional help do you need in your job search?

6. Any other general comments or suggestions?

Name \_\_\_\_\_ (Optional)

**Service Delivery Process**

1: Pre-Workshop Marketing: Schedule is set. Brochure/Handout is prepared and distributed to case managers, the resource rooms, one-stop partners, and on the CCRC web site (www.ccrcc.org)

2. Referral: Individuals participating in these workshops may be referred by WIA or TANF case managers and be required to attend for participation hours or for core information prior to participating in other intensive WIA services. In these cases, the Department of Jobs & Family Services has instituted a referral system to track attendance and hours. If a referral is made on that form, we ask that it be forwarded to use in a timely manner so that individuals can be “registered” for the workshops.

Individuals that are “universal customers”, that is those who are not involved with the WIA or TANF programs do not need to pre-register and may in call the CCRC to register for any workshop.

Reminder calls will be made the day before the workshop to remind all pre-registered individuals

3. Participation in the workshop. Individuals sign in an attendance sheet and complete a basic information card, which is used to “track” attendance, and determine if the client is using or may be eligible for other services. At the conclusion of the workshop, an evaluation is completed. If follow-up is needed or desired, arrangements are made.

**Outreach/Recruitment:**

A monthly brochure/Handout is prepared and distributed to case managers, the resource rooms, one-stop partners, and on the CCRC web site (www.ccrcc.org) Please see the attached sample.

**Outcomes Monitoring and Documentation:**

Individual assistance and participation is monitored through the attendance sheet, info cards, and evaluations. Through the evaluations, quality of the workshops is maintained as well as a check on individual follow-ups that may be required. For TANF and WIA referred participants, relevant documents and information (resumes, aptitude scores, interest survey results etc.) is forward to appropriate case manager. The number of individuals participating in the workshops is recorded on a general summary sheet and provided to the Department of Job & Family Services along with copies of participation sign in sheets when billed.

**Customer Evaluations/Satisfaction**

Providing a quality workshop important. One of the greatest ways to gage customer satisfaction is in the number of participants who return to complete all four of the workshops in the series. Additionally, the evaluation at the end of the workshop allow for immediate feedback from the participants regarding, what they liked, what they learned, and what else they need in their career development and job search.

**Follow-Up**

Because individuals learn indifferent ways, this service builds into it the ability to talk with the presenters that day or at another time about the information in the workshop. Individuals are free to call or e-mail the CCRC for additional information or specific questions addressed in the workshops or specific barriers they are experiencing in their job search. The Department of Job & Family Services is not billed for this service.

Participation and other information on individuals attending the workshops (such as interest and aptitude results, copies of resumes, etc) are provided to the case managers that are working with the individuals as requested.

**Resources we will bring to this venture.**

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Materials:

Written materials used in the workshops including assessment materials, video's, handouts and evaluations have been specifically developed or purchased for the workshops. They are regularly revised to provide the most up-to-date information available to participants. Monthly handouts describing the specific dates and times of workshops are developed and provided individuals and case managers. The information is also included on the CCRC webpage.

Human Resources:

Susan Birie, will be the primary facilitator of the workshops. Since 1997, she has coordinated the services of the Community Career Resource Center and has experience in a variety of jobs and family services programs, educational and workforce development activities. She is familiar with Delaware and the surrounding area labor market information, and support is provided in development and printing of the above mentioned materials.

Staff

Direct: Susan Birie with the Community Career Resource Center at the Delaware Area Career Center will be the primary facilitators of the workshops.

Indirect: Korinna Waddell, Administrative Assistant at the CCRC will provide clerical support. Because the Delaware Area Career Center is the fiscal agent for this contract, Susan Birie also completes duties involved in the fiscal administration of this grant.

All resumes are attached

*Susan Birie*  
**9571 Woodridge Circle**  
**Fredericktown, Ohio 43019**  
**740-694-1060**  
**e-mail: biries@delawareareacc.org**

Experience Highlights

- Managed and directed the operation of a career resource center.
- Maintained collections of print, tapes and software related to career development and job search.
- Compiled list of books, web sites and other materials designed to augment items available in resource center.
- Suggested materials for various projects for school classes and community groups.
- Planned and coordinated programs for area teachers and agency personnel.
- Conducted and participated in workshops, committees and conferences designed to promote career development among students and adults
- Conducted workshops to acquaint educators with the use of CCRC facilities and materials.
- Facilitated a job networking support group for a diverse group of individuals.
- Prepared outline of instructional programs; developed, assembled and presented material.
- Provided personalized service to adults and students through responding to written, telephone, e-mail and in person requests for information and support.
- Researched, developed, purchased, and administered various assessment tools to help individuals in the career development process.
- Directed preparation of publicity in order to promote educational programs and other services.
- Analyzed data from questionnaires, interviews and group discussions for program improvement.
- Maintained financial records. Prepared budget and determined allocation of funds for staff, supplies, equipment and facilities. Processed monthly purchase orders, invoices, and receipts.
- Collaborated with other partners on the development of a printed One-Stop Agency Directory and Workforce Development Web page.
- Presented lectures and discussions in order to increase students' knowledge and vocational competence in the area of marketing and business.
- Collaborated with business community in the supervision and training of students in workplace learning experiences.

Relevant Work Experience

Delaware Career Center, Delaware Ohio,  
Coordinator Community Career Resource Center, 1997 to present  
Instructor, Marketing Education, 1991-1997  
Knox County Career Center, Mount Vernon, Ohio  
Instructor, Marketing Education, 1989 to 1990  
St Peter's Church, Mansfield, Ohio  
Youth Center Director, 1990-1991





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Tami Galloway	12,322.50	4,050	0		
Korinna Waddell	1,030		1,092		1,092
<b>FRINGE</b>	2,000			3,853	3,853
<b>TOTAL PERSONNEL</b>	25137.50		22,292	3,853	26,145
<b>RENT</b>					
<b>UTILITIES</b>					
<b>SUPPLIES</b>	180		50	500	550
<b>PRINTING</b>	100		150	0	150
<b>POSTAGE</b>	100				
<b>OTHER OPERATING</b>					
Mileage	380				
<b>TOTAL OPERATING</b>	760		150	500	650
<b>EQUIPMENT (ATTACH LIST)</b>					
<b>OTHER EXPENSES</b>					
<b>TOTAL OTHER EXPENSES</b>	0		0		0
<b>GRAND TOTAL</b>	<b>25,897.50</b>	<b>\$8,100*</b>	<b>22,442.00</b>	<b>4,353</b>	<b>26,795</b>

\*2004-05 contract received March 2005. Services to be provided for April, May and June. These are anticipated costs. No amounts have yet to be billed. Anticipated amount for 20 days will be \$8,100.

1. All proposal entered into by the Workforce Development of Delaware County Job and Family Services represent an explicit agreement between all parties to work cooperatively and supportively with one another toward the successful implementation of the goals of this proposal.
2. Proposal commits to coordinate all related activities and services with the Workforce Development of Delaware County Job and Family Services and to support a community wide coordinated and integrated system of care.
3. Upon proposal approval, allocation of funds will be based upon payment schedule approved by the Workforce Development of Delaware County Job and Family Services. It is understood that generally proposal funds are provided on a reimbursement basis in a timely manner following the submission and approval of financial reports. Advancement of funds may be approved upon written request sufficiently documenting the cash flow needs of the business/organization.
4. Business or Organization: agrees to provide regular periodic financial and service reports to the Workforce Development of DCJFS on a schedule and in a format prescribed by WIA Services.
5. Each contractor will maintain all necessary records and information in order to complete financial and service reports as required by Workforce Development of Delaware County Job and Family Services. All financial and service performance records will be available for review by authorized representatives of the Workforce Development Services of Delaware County. All service and financial records must be retained by the grantee for a period of at least three years.
6. Proposal receiving \$30,000 or more during any twelve-month proposal period agree to submit to Workforce Development of Delaware County Job and Family Services, an audited financial statement, including a management letter, for the period of the RFP

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proposal. The proposal's Financial audit must be performed by an Independent Certified Public Accountant in accordance with current generally accepted accounting practice.

7. Business / Organization agrees to add the Workforce Development Services of Delaware County Job and Family Services as an additional insured to all liability insurance coverage of the business/organization proposal and to provide proof of coverage within 90 days of the signing of the proposal Notification of RFP for WIA.
8. Business/Organization proposal agrees to add the WIA Services of Delaware County Job and Family Services logo and the following statements to all stationary throughout the duration of proposal: “ *Services funded in part through Workforce Development of Delaware County Job and Family Services.* ”
9. The Workforce Development Services of Delaware County Job and Family Services reserves the following rights and privileges:
  - a. To accept, reject or negotiate the modification of any application, proposal or budget submitted;
  - b. To require additional information regarding the participating organization(s), structure, finances
  - c. To increase, decrease revise or terminate any resulting RFP proposal based on any of the following:
    1. Failure of business/organization proposal to comply with these Conditions of Participation;
    2. Failure of business/organization proposal to satisfactorily meet the objectives of this proposal;
    3. Failure of business/organization proposal to provide or obtain other funding as represented in the approved proposal budget;
    4. Failure of business/organization proposal to adequately address specific written concerns to the WFD / DCJFS in a timely manner;
    5. Insufficient resources available to the WFD/ DCJFS; or,
    6. Any other reasonable circumstance that impairs or prevents the performance of services as planned; or which fails to promote a coordinated and effective use of system resources.
10. Any changes in the information provided in the proposal will be provided in writing to the Workforce Development Services of Delaware County Job and Family Services within ten days of occurrence and be subject to negotiation regarding the continuation of the RFP.

**APPENDIX II**  
**REVISED PROPOSED BUDGET 05/06**  
**(For period 01/01/06 to 09/30/06)**  
**DACC Community Career Resource Center**  
**WIA/TANF Budget Delaware County**  
**2005-2006**

Category	Basis WFD/DCJFS	Total \$
<b>Personnel</b>		
Susan Birie; Admin Assistant	WFD/DJFS Programming Costs	\$22,292
<b>Total Personnel</b>		\$22,292
<b>Other Costs</b>		
Supplies	WFD/DCJFS \$50	\$50
Printing	WFD/DCJFS \$150	\$150
<b>Total Operating</b>		\$200
	<b>Total</b>	<b>\$22,492</b>

Vote on Motion                      Mr. Ward                      Absent Mr. Jordan                      Aye                      Mr. Evans                      Aye

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**RESOLUTION NO. 06-14**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR VINMAR FARMS SECTION 2; MCCAMMON ESTATES SECTION 1; LIBERTY VILLAGE SECTION 1 AND GOLF VILLAGE SELF STORAGE:**

It was moved by Mr. Evans, seconded by Mr. Jordan to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Vinmar Farms Section 2</b>	3,630 feet of 8-inch sewer	16 manholes
<b>Mccammon Estates Section 1</b>	3,263 feet of 8-inch sewer 1,137 feet of 12-inch sewer	24 manholes
<b>Liberty Village Section 1</b>	3,078 feet of 8-inch sewer	12 manholes
<b>Golf Village Self Storage</b>	297 feet of 8-inch sewer	3 manholes
Vote on Motion	Mr. Evans      Aye      Mr. Jordan      Aye      Mr. Ward      Absent	

**RESOLUTION NO. 06-15**

**IN THE MATTER OF AUTHORIZING EXECUTION OF CONTRACT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES:**

It was moved by Mr. Evans, seconded by Mr. Jordan to authorize the execution of the following:

This contract is made this 3<sup>rd</sup> day of January 2006, by and between Delaware County by the Delaware County Commissioners and Dan Curtis, the Contractor.

1. Delaware County requires the services of an Apiary Inspector for calendar year 2006.
2. Dan Curtis, contractor, agrees to provide the services and supplies necessary to perform the tasks as determined by the Commissioners including and limited to providing those services pertaining to apiary Inspections.
3. For the services performed by Dan Curtis, the Commissioners agree to pay him a stipend computed on a monthly basis, not to exceed \$4,600.00 for the year 2006.
4. The relationship of the County and the County Commissioners to Dan Curtis, shall be that of an independent contractor and Mr. Curtis shall be responsible for all Federal, State and Local, and Social Security taxes and all insurance and all workers compensation obligations.
5. Either party may terminate this contract by providing the other party 60-day advance notice.
6. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed or amended except in writing signed by each of the parties.

Vote on Motion	Mr. Ward      Absent      Mr. Jordan      Aye      Mr. Evans      Aye
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**RESOLUTION NO. 06-16**

**IN THE MATTER OF GRANTING SIGNATURE AUTHORITY FOR PURCHASE ORDER AND VOUCHER REQUESTS AND/OR APPROVAL:**

It was moved by Mr. Evans, seconded by Mr. Jordan to authorize the following:

- Whereas, Chapter 5705 of the Ohio Revised Code governs expenditure procedures for county governments, and
- Whereas, the Board of County Commissioners are required to make annual appropriations to fund the various expenditures of county government, and
- Whereas, each expenditure must be made by warrant against the appropriate fund and the warrant must show the appropriation, authorized by the Board of Commissioners, that authorizes the expenditure and the fund against which the warrant is drawn, and
- Whereas, Ohio Revised Code 305.30 permits a Board of Commissioners to delegate authority to pay claims for

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goods received and services rendered within limits provided by resolution of the board,

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to request expenditure of the indicated funds within the appropriated amounts,

		<u>Authorized to Request</u>		
		<u>Payroll</u>	<u>P.O.</u>	<u>Vouchers</u>
<b>ADMINISTRATIVE SERVICES</b>				
<u>Personnel</u>				
	Director of Administrative Services	X	X	X
#10011108	Personnel Coordinator	X	X	X
#10011109	Personnel Coordinator		X	X
<u>Insurance &amp; Risk</u>				
	Director of Administrative Services	X	X	X
#60211902	Insurance & Risk Technician		X	X
#60111901	Insurance & Risk Technician		X	X
#75010901	Insurance & Risk Technician		X	X
#75110903	Insurance & Risk Technician		X	X
<u>Safety</u>				
	Director of Administrative Services	X	X	X
#10011302	Safety Officer	X	X	X
<u>Animal Control (Dog &amp; Kennel)</u>				
	Director of Administrative Services	X	X	X
#20411305	Dog Warden	X	X	X
<u>Records Center</u>				
	Director of Administrative Services	X	X	X
#10011103	Records Center Coordinator	X	X	X
<b>ECONOMIC DEVELOPMENT</b>				
#210	Director of Economic Development	X	X	X
#230	Director of Economic Development		X	X
#231	Director of Economic Development		X	
#408	Director of Economic Development		X	X
<b>EMERGENCY SERVICES</b>				
<u>9-1-1 Center</u>				
	Director of Emergency Services	X	X	X
#21411306	Operations Manager	X	X	X
#10011304	Operations Manager	X	X	X
<u>EMA</u>				
	Director of Emergency Services	X	X	X
#215	EMA Supervisor	X	X	X
<u>EMS</u>				
	Director of Emergency Services	X	X	X
#10011303	EMS Supervisor	X	X	X
<u>EMS Construction</u>				
	Director of Emergency Services		X	X
#402	Facilities Supervisor		X	X
#411	Director of Emergency Services		X	X
<b>ENVIRONMENTAL SERVICES</b>				
<u>Code Compliance</u>				
	Director of Environmental Services	X	X	X
#10011301	Code Compliance Supervisor	X	X	X
#10011107	Code Compliance Supervisor		X	X
<u>Sanitary Engineering</u>				
	Director of Environmental Services	X	X	
#671	Sanitary Engineer		X	X

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#655	Sanitary Engineer	X	X	X
#651	Sanitary Engineer		X	X
#652	Sanitary Engineer	X	X	X
#654	Sanitary Engineer	X	X	X
#660	Sanitary Engineer	X	X	X
#670	Sanitary Engineer		X	X

**Operations**

	Director of Environmental Services	X	X	X
#654	Treatment Plant Manager	X	X	X
#660	Treatment Plant Manager	X	X	X
#652	Treatment Plant Manager	X	X	X

**Transfer Station**

#680	Director of Environmental Services	X	X	X
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**FACILITIES****Building & Grounds**

	Facilities Supervisor	X	X	X
#10011105	Maintenance Supervisor	X	X	X

**Service Center**

	Facilities Supervisor	X	X	X
#10011106	Lead Mechanic		X	X

**JOB AND FAMILY SERVICES**

	Director of Job and Family Services	X	X	X
#10011110	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X
#10011501	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X
#224	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X
#225	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X

**CSEA**

#23711630	Dir. Child Support Enforcement Agency	X	X	X
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**DAY REPORTING GRANT**

#25822305	County Administrator	X	X	X
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**COMMISSIONERS****Administrative**

#10011101	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X

**General**

#10011102	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X

**CORONER**

#10030301	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X

**PERMANENT IMPROVEMENT**

#401	Facilities Supervisor		X	X
	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X

**CAPITAL PROJECTS**

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#404	Facilities Supervisor		X	X
	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X

**COURTS/LAW LIBRARY**

#10011201	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
#10029202	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
#10029203	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X

**PUBLIC DEFENDER/ADULT PROBATION**

#10011202	Public Defender Secretary		X	X
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**BOARD OF EDUCATION**

#209	Director of Facilities		X	X
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**BOND RETIREMENT**

#501	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X

**LODGING TAX**

#730	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X

**MARRIAGE LICENSES**

#249	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X

**DRAINAGE IMPROVEMENT**

#40311409	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X

The County Administrator may make purchase order and/or voucher requests from any of the above listed funds, and in the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator shall become the acting County Administrator; for the specific purpose of this resolution to make purchase order and/or voucher requests, and

Further be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to approve purchase orders and expenditure vouchers, not requested by the same individual, at the indicated amounts:

- A. County Administrator up to \$5,000.00  
The only exception to the \$5,000 limit is the EFT payment for health insurance claims in which the County Administrator, and in the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator shall become the acting County Administrator for the specific purpose of this resolution and may approve processing of the voucher.
- B. In the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator will become acting County Administrator to approve purchase orders and expenditure vouchers up to \$5,000.00

Vote on Motion      Mr. Evans      Aye      Mr. Jordan      Aye      Mr. Ward      Absent

**RESOLUTION NO. 06-17**

**IN THE MATTER OF DELEGATING AUTHORITY TO SPECIFIC STAFF FOR THE ADMINISTRATION OF PERSONNEL MATTERS, PAYROLL ITEMS, AND VARIOUS AGREEMENTS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to authorize the following:

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Whereas, under Ohio Revised Code Section 305.30 the Board of County Commissioners may delegate contracting authority, authority to pay claims for goods received and services rendered, and authority to perform any and all personnel functions otherwise conferred or incumbent upon the board of commissioners, and

Whereas, first year employees of Delaware County, who are not eligible for vacation, request unpaid leaves of absence from time-to-time for personal matters, and

Whereas, the Family & Medical Leave Act (FMLA) requires employers to provide up to twelve weeks of unpaid leave to employees who meet the requirements of the FMLA, and

Whereas, the Delaware County Auditor's Office allows offices to electronically submit payrolls which requires timeliness of approval and submission of the hard copy, and

Whereas, many contracts and agreements are administrative in nature and need timely execution to achieve the optimal result,

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant authority to the County Administrator to:

- I. Approve departmental payrolls for all departments under the Board of Commissioners
- II. In the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator shall become acting County Administrator for the specific purpose of this resolution:
- III. Approve unpaid leaves of absence for up to 2 weeks
- IV. Negotiate, approve, and execute contracts and agreements and change orders under \$5,000 and for one (1) year or less (with advance notice to the Board of Commissioners)
- V. The County Administrator shall have the authority, and in the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator shall have the authority to approve the specific purpose of this resolution:
  - 1. Workers compensation settlement agreements for amounts less than or equal to \$5,000 with notice to the Board of Commissioners in advance
  - 2. Property and liability claim settlement agreements for amounts less than or equal to \$5,000 with follow-up written notice within three business days to the Board of Commissioners
  - 3. Medical claim exceptions for amounts less than or equal to \$5,000 with follow-up written within three business days to the Board of Commissioners
  - 4. Merit, Educational, Certification, Probationary, Bargaining Agreement, Market Review wage increases or otherwise that have been approved indirectly by the Board of Commissioner resolution
  - 5. Mortgages Final Payment

Further be it resolved that the Board of Commissioners of Delaware County, State of Ohio, assign the following individuals the duty of prevailing wage officer for the assigned areas:

- I. Delaware County Engineer for Motor & Gas Fund and Road & Bridge Issue II Projects
- II. Director of Environmental Services for Environmental Services Funds Projects
- III. Director of Economic Development for all Economic Development Grants and Funds
- IV. Facilities Supervisor for all other Funds

Vote on Motion            Mr. Ward            Absent   Mr. Jordan            Aye            Mr. Evans            Aye

**RESOLUTION NO. 06-18**

**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 AND FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:35AM.

Vote on Motion            Mr. Evans            Aye            Mr. Jordan            Aye            Mr. Ward            Absent

**RESOLUTION NO. 06-19**

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 3, 2006

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

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 2:09AM.

Vote on Motion            Mr. Jordan        Aye    Mr. Evans        Aye    Mr. Ward\*        Aye

**\*Commissioner Ward was Present for the end of Executive Session**

There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners