

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 12, 2006

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

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

**PUBLIC COMMENT**

**RESOLUTION NO. 06-1309**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 9, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held October 9, 2006 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 06-1310**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1011:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR1011 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Schindler Elevator Corporation	Annual Svc Agreement/Jail	10011105-5325	\$ 5,098.32
Olentangy Local Schools	Education Sales	40811417-5349	\$ 5,372.00
Software House International	SQL Server License	21411306-5320	\$ 14,856.00
<b>Decrease</b>			
Countryside Construction	Snow Removal/Salt Applications	10011105-5328	\$ 5,000.00
AEP	Utilities/County Offices	10011105-5338	\$ 15,000.00
Shelly Heuser	Day Care	22411610-5348	\$ 5,000.00
Kathleen Imhoff	Day Care	22411610-5348	\$ 5,000.00
Delaware City Schools	Day Care	22511607-5348	\$ 10,000.00
Delaware City Schools	Day Care	22411610-5348	\$ 18,109.69
<b>Increases</b>			
Pitney Bowes	Postage Delaware County Offices	10011105-5331	\$ 20,000.00
Dispatch Printing	Printing Services	10011108-5312	\$ 8,000.00
Kiddie Academy of Lewis Cen	Day Care	22411610-5348	\$ 10,000.00
<b>Close</b>			
Delaware Cab Co.	Client Travel	22411601-5355	\$ 14,891.35
<b>Vouchers</b>			
Trucco Construction Co.	Construction/Perry Taggart Sewer	65511918-5415	\$ 438,152.24
Kindercare Neverland	Day Care	22411610-5348	\$ 22,662.28
House of New Hope	Residential Treatment	22511607-5342	\$ 9,680.24
Fox Run Hospital	Residential Treatment	22511607-5342	\$ 11,438.00
AEP	Monthly Service	65211919-533833802	\$ 50,459.93
Pitney Bowes	Postage	10011105-5331	\$ 20,000.00
US Postal Service	Postal Services/Del Co.	10011105-5331	\$ 9,500.00
Board of Developmental Dis.	County Home	10011501-5350	\$ 15,000.00
Global Protective Services	Security Services	10011102-5301	\$ 5,647.63
BP Products	Gasoline	10011106-522822801	\$ 13,843.27
Child Care Unlimited	Day Care	22411610-5348	\$ 5,588.70
Cornell Abraxas	Residential Treatment	22511607-5342	\$ 6,072.00

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

**RESOLUTION NO. 06-1311**

**RESOLUTION FOR ADDENDUM # 2: CHANGING THE BASE BID FOR TRANSFER STATION OPERATIONS AND HAULING SERVICES FOR SOLID WASTE FROM A TWO YEAR TERM WITH THREE - 1 YEAR EXTENSION OPTIONS TO A THREE YEAR TERM WITH TWO- 1 YEAR EXTENSION OPTIONS:**

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

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WHEREAS; the current bid documents for transfer station operation and hauling require a base bid for a two year term with three 1 year extension options, and

WHEREAS; the Director of DKMM solid Waste District and the Assistant Director of Environmental Services believe better competitive pricing will be garnered by changing the base term of the bid, and

WHEREAS; the bid will be awarded based on best and lowest bid

WHEREAS; the Director of DKMM Solid Waste District and Assistant Director of Environmental Services recommend the change to the base bid term to three years with two 1 year extension options and change in bid documents to be distributed to the Bid Holders as Addendum #2.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

That the Board of County Commissioners of Delaware County, Ohio, does hereby change the base term of the Transfer Station Operations and Hauling of Solid Waste to three years with two 1 year extension options as recommended.

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

**RESOLUTION NO. 06-1312**

**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:**

It was moved by Mr. Jordan, seconded by Mr. Ward 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")(collectively, the "Parties").

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Parties, 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 all 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 to the following:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the State of Ohio, or any agency, department, person or persons authorized to act on its behalf.

"DACC" means Delaware Area Career Center - Community Career Resource Center

"County" means Delaware County Board of Commissioners

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

"Parties" means DACC, County and Department collectively

"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.

B. Purpose of Agreement

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

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DACC assures that WIA/TANF standards are met and provides services for WIA/TANF-eligible participants.

C. Obligations of DACC

DACC agrees to operate a program, described in detail in Appendix I, 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 Parties agree that reimbursement of all costs will be dependent upon DACC's 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 upon presentation of a proper request for reimbursement by DACC to the Department. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached.) The Parties understand that the Department, for purposes of reimbursement, only recognizes those expenses that have actually occurred. Thus, 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 \$16,016.10 or (2) the amount of cash expenditures made by DACC 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 \$16,016.10.

ARTICLE IV ACCESS TO AND RETENTION OF 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 information or 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, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, DACC shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, DACC shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

ARTICLE V TIME OF PERFORMANCE

This Agreement shall become effective as of October 1, 2006 or upon execution by the Department, whichever is later. The services of DACC are to commence immediately and all costs allowable under the contract shall be incurred no later than, June 30, 2007.

ARTICLE VI BONDING AND INSURANCE

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DACC shall present current certificates of insurance 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 INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION**

- A. DACC understands and agrees that it is an independent contractor.
- B. To the fullest extent of the law, DACC agrees to hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to DACC's performance of this Agreement. DACC further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Department and/or the County and/or their respective officers, employees, volunteers, agents, servants, and/or representatives by reason of or result of DACC's performance under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- C. DACC agrees to hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any wrongful disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of Release of Information forms with any other agency or employer.
- D. DACC shall assume full responsibility for and shall indemnify the Department and the County for any damage to or loss of any Department and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, 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 this Agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

**ARTICLE IX USE OF INFORMATION/CONFIDENTIALITY**

DACC agrees that, without permission of the Department, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. DACC further agrees to maintain the confidentiality of all client related documents and information provided to it by the Department and will not release such information without the express written consent of the client and the Department.

**ARTICLE X ASSURANCES AND CERTIFICATIONS**

DACC assures and certifies that:

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1. DACC 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's 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 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, sexual orientation, 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. DACC 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. DACC shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. 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.
7. DACC recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by DACC.
8. DACC recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. DACC 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.
10. DACC 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.
11. 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.
12. DACC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. DACC 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, sexual orientation, or national origin in accordance with this section and federal law.
13. DACC 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, sexual orientation, or national origin, in accordance with this section and federal law.
14. 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, sexual orientation, 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.
15. 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, sexual orientation, or ancestry.

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16. DACC 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.
17. DACC 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.
18. Neither DACC 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 Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
19. DACC will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. DACC 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.
21. Claims made to the Department for payment for services do not duplicate claims made by DACC to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
22. 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.
23. All fixed assets purchased with funds provided through this Agreement remain the property of the Department. Upon termination of the agreement, DACC may be asked to return equipment and other fixed assets to the Department.
24. DACC 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. DACC 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.
25. DACC 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. DACC 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. DACC 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.
27. 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.
28. DACC 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 dis closed.

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29. DACC 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 (EPA) 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).
30. DACC 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.
31. DACC has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. DACC certifies that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. Pursuant to R.C. § 2909.33, DACC agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
33. DACC will comply with all other Federal, State or local laws not enumerated herein.

**ARTICLE XI 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 the County or projects or programs funded by either the County or 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 XII MODIFICATIONS**

This Agreement may only be modified or amended in writing by and with the mutual consent and agreement of all the Parties hereto.

**ARTICLE XIII TERMINATION**

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

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

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. Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, DACC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If DACC or the Department fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the

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Department shall be authorized in writing and signed by an authorized Department representative.

D. Loss of Funding: It is understood by DACC that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to the Department, DACC understands that changes and/or termination of this Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Department.

DACC will indemnify and hold harmless the County and the Department for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Agreement due to loss of State and/or Federal funds.

**ARTICLE XIV 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 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 Agreement includes the following appendices, which by this reference are hereby made a part of this Agreement:

Appendix I	Statement of Work to be Performed/Proposal
Appendix II	Budget
DMA Form (HLS 0038)	Government Business and Funding Contracts

**APPENDIX I**

**Statement of Work to be Performed/Proposal 2006  
(For period 10/01/06 to 06/30/07)**

**ORGANIZATION OVERVIEW**

1. Please provide a brief overview of your organization. Include purpose, years in operation, size of organization.

In 1974, the city and county boards of education established a career/technical school to offer specific career training to Delaware County residents. The Delaware Area Career Center now provides career training and academic instruction to high school students from the following school districts: Delaware City, Big Walnut, Buckeye Valley, Olentangy, and open enrollees from neighboring Worthington and Westerville City districts. The Delaware Area Career Center also offers extensive adult education programs in career development and enrichment courses for those wishing full-time or part-time training to enhance or upgrade skills. The mission of the Delaware Area Career Center is "To prepare youth and adults to enter, compete and advance in an ever-changing workforce that demands a commitment to lifelong learning." In November 2005, Delaware County showed their support of the Delaware Area Career Center with the passage of a 1.7 mill renewal levy that will allow continue to improve and expand to meet regional workforce development needs.

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 serves as a central site for information on workplace training, job search assistance, career education, and school-to-work activities for all learners-- kindergarten through adult. Staff members from several state, county and school groups work together to provide services for job seekers and businesses. Some of these 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, 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 CCRC has been certified by the state of Ohio, Office of Workforce Development, as one of the Level 1 One-Stop Employment and Training Centers for Delaware County and is an active in



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the Delaware Job Network One-Stop Partnership.

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 & Job Search 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 and the Delaware Department of Job & Family Services have funded through WIA and/or TANF funds.

Attachment A summarizes the number workshops and participants for last the reporting year (July 1, 2004-June 30, 2005). The current contract was received late in January 2006 and is in effect from January 2006 to September 2006. Consequently, total services figures are unavailable, but information through May 2006 is also provided in this attachment.

**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. Employment counselors and other One-Stop partners may “assign” participants but the workshops are open to the public as a “core” services.

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 Basics, Resume Development, and Interview Techniques, Determining Interests and Abilities, Labor Market Information. Most workshops are two hours, but because the nature of the Career Decisions workshop it is longer (4 hours).

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
<p>1. Series of rotating workshops to be held at the Delaware County Hayes Services Building or Delaware Area Career Center, South, or other location as requested. Most workshops are 2 hours with the Career Decisions (interest &amp; aptitude workshop being) four hours</p> <ul style="list-style-type: none"> <li>• Job Search, Ready, Set, Go</li> <li>• Career Interest &amp; Aptitude</li> <li>• Resume Development</li> <li>• Job Search Tips &amp; Techniques</li> <li>• Labor Market and the Hidden Job Market</li> <li>• Internet Job Search</li> <li>• Interview Techniques.</li> </ul> <p>2. Other workshops may be</p>	<p>Individuals will be able to:</p> <ol style="list-style-type: none"> <li>1. Describe their interest, aptitudes and strengths as well as possible job titles/career clusters that match their interest and aptitudes.</li> <li>2. Create a resume and cover letter that best highlights their skills as it relates to specific positions they are applying for.</li> <li>3. Identify sources of employment leads, and ways to positively influence potential employers to secure interviews and employment.</li> <li>4. Practice Positive</li> </ol>	<p>Participants will be asked to 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 Attachment B.</p>	<p>4-6 workshops will be offered each week for approximately 50 weeks.</p> <p>Minimum 6 individuals must be registered for the or the session will be cancelled.</p>

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developed as needed and requested	interviewing techniques to secure employment.		
3. Individual assistance and small group hands-on sessions will also be provided to enhance workshop material.			

**Service Delivery Process**

1: Pre-Workshop: A monthly schedule is developed. Approximately 10-12 hours of weekly workshops are scheduled at various times, days and locations After schedule is set a brochure/handout is prepared and distributed to WFD case managers, the resource rooms, one-stop partners, and on the CCRC web site ([www.ccrcc.org](http://www.ccrcc.org)). Approximately 200 workshops will be offered over the year.

2. Referral:

Individuals participating in these workshops may be referred by WIA or TANF case managers and may 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 any WIA or TANF programs may call the CCRC directly to register for any workshop.

Reminder calls will be made the day before the workshop to remind all pre-regis tered individuals of the time and location of the workshop they

3. Participation in the workshop. Individuals sign in an attendance sheet and complete a basic information sheet, which is used to “track” attendance, and determine if the client is using or may be eligible for other services. This attendance sheets will be faxed to inform Jobs & Family Service employment counselors of those attending workshops. At the conclusion of the workshop, an evaluation is completed. If follow-up is needed or desired, individual 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](http://www.ccrcc.org)) Please see the attached sample in Attachment B.

**Outcomes Monitoring and Documentation:**

Individual assistance and participation is monitored through the attendance sheet, info sheets, and evaluations. Through the evaluations, quality of the workshops is maintained as well as a check on individual follow-ups that may be required. 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. 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. Please See Attachment C for an evaluation sample.

**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.

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

**Materials:**

All participants receive a folder of materials used in the workshops. PowerPoint Presentations, 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.

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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. After the workshops individuals may contact her for additional help and assistance as needed.

**Staff**

Direct:

Susan Birie with the Community Career Resource Center at the Delaware Area Career Center will be the primary facilitator of the workshops. See attachment D for her resume

Indirect:

Paula (Jill) Millisor, Administrative Assistant at the CCRC will provide clerical support including coordinating with DJFS staff for registration of participants, reminder phone calls the day before the workshop to registered participants, duplication of materials and preparation of participant folders, data entry for including participant participation in the Job Network Data Base.

**PROJECT BUDGET NOTE:** Although the focus of this project has not changed, this proposal changes the way the sessions will be billed. Previous contracts unit of service was 1 day (six hours) In this proposal the unit of service will be per workshop (2 hours). This will provide greater flexibility in when the workshops may be offered.

**WORKFORCE INVESTMENT SERVICES - PROJECT BUDGET**

	WFD/DCJFS	WFD/DCJFS	OTHER	TOTAL
	FUNDED	FUNDED	FUNDS	FUNDS
	2006	2007		
<b>PERSONNEL(SPECIFY)</b>				
Susan Birie		12,000		15,840
Jill Millisor		230		230
<b>FRINGE</b>		2,787		2,787
<b>TOTAL PERSONNEL</b>		15,017		15,017
<b>RENT</b>				
<b>UTILITIES</b>				
<b>SUPPLIES</b>		1,000		
<b>PRINTING</b>				
<b>POSTAGE</b>				
<b>OTHER OPERATING</b>				
<b>TOTAL OPERATING</b>		1,000	500	1,000
<b>EQUIPMENT (ATTACH LIST)</b>				
<b>OTHER EXPENSES</b>				
<b>TOTAL OTHER EXPENSES</b>		0		0
<b>Funded Jan-May 06</b>	\$3,456	16,017	0	16,017
<b>Anticipated June-Sept 06</b>	\$4,176			
<b>GRAND TOTAL</b>	\$7,632			

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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 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.

**Cost breakdown per session \$80.08. Session charges apply only if workshop attended/session given.**

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

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**RESOLUTION NO. 06-1313**

**IN THE MATTER OF APPROVING THE RESOLUTION OF NECESSITY FOR PURCHASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolution of necessity:

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised AbsenbtCode §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of new automobiles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from Emergency Services, Emergency Medical Service, to expend county monies for the purchase of one new, 2007 4-wheel drive Ford F250 Super-cab pickup trucks from Matthews Auto; and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

- Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one new 2007 4-wheel drive Ford F250 Super-cab pick-up trucks for use by the Emergency Medical Service
- Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one, for replacement of current vehicle.
- Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the estimated cost of said purchase or lease will be a total of \$21,040.20.
- Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicles will be in conformity with the public bidding requirements of Ohio Revised Code 307.86 through 307.92.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the purchase of additional equipment for these vehicles; including sirens, lights, radios etc. at a not to exceed cost of \$6,000.00

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

**RESOLUTION NO. 06-1314**

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:50AM.

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

**RESOLUTION NO. 06-1315**

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

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 10:17AM.

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

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