

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 18, 2007

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, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 07-83

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE
PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 16, 2007 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 January 16, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-84

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS IN BATCH NUMBERS CMAPR0117 AND MEMO TRANSFERS IN BATCH
NUMBERS MTAPR0117:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0117, memo transfers in batch numbers MTAPR0117 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Alpha Omega Polygraph	CFOA Painting	43111424-5410	\$ 85,270.00
Corna Kokosing Construction	CFOA Casework	43111424-5410	\$ 269,000.00
Otis Elevator Co.	CFOA Elevator	43111424-5410	\$ 111,970.00
Oberlanders Tree	CFOA Landscaping	43111424-5410	\$ 210,214.00
Thomas Glass Co.	CFOA Storefront & Windows	43111424-5410	\$ 261,635.00
Central Fire Protection Co.	CFOA Fire Protection	43111424-5410	\$ 198,507.00
Fox Mechanical	CFOA Plumbing	43111424-5410	\$ 318,000.00
Limbach Company LLC	CFOA HVAC	43111424-5410	\$ 593,790.00
Royal Electric Construction	CFOA Electric	43111424-5410	\$ 964,200.00
Emergency Management	Apportionments	10011102-5345	\$ 27,784.00
Regional Planning	Membership	10011102-5308	\$ 131,676.00
Prosecutors	CSEA Contract	10011102-5360	\$ 9,600.00
Juvenile Court	CSEA Contract	10011102-5360	\$ 54,000.00
Clerk of Courts	CSEA Contract	10011102-5360	\$ 5,600.00
Common Pleas 2nd	CSEA Contract	10011102-5360	\$ 16,500.00
Common Pleas 3rd.	CSEA Contract	10011102-5360	\$ 11,500.00
Adult Court Services	CSEA Contract	10011102-5360	\$ 5,200.00
Soil & Water Conservation	Grant	10011102-5601	\$ 275,000.00
Treasurer, State of Ohio	State Audit	10011102-5301	\$ 80,000.00
Squire, Sanders & Dempsey	Legal Services	10011102-5301	\$ 20,000.00
Delaware County Fair	Grant	10011102-5601	\$ 10,000.00
Turning Point	Domestic Violence	24911311-5301	\$ 27,500.00
City of Delaware	40% Share	10029203-5319	\$ 138,000.00
Hartford Croton Fair	Grant	10011102-5601	\$ 7,000.00
OSU Extension	Grant	10011102-5601	\$ 275,000.00
Del Co. Historical Society	Grant	10011102-5601	\$ 20,000.00
Stark County Treasurer	5th District Court of Appeals	10029202-5301	\$ 13,000.00
CCAO CEO	Membership	10011102-5308	\$ 8,617.00
Global Protective Services	Security	10011102-5301	\$ 15,000.00
ACI Construction Company	CFOA ACI General Trades	43111424-5410	\$ 2,944,025.68
Delaware County Treasurer	Real Estate Taxes	21411306-5380	\$ 10,655.00
George Parker & Assoc.	Design CFOA	43111424-5410	\$ 26,000.00
ACI Construction Company	CFOA Site Work	43111424-5410	\$ 411,546.00
Ohio Edison Company	Electric Service to Tartan Fields	66011912-5338	\$ 33,000.00
AEP	Electric Service to Hooverwoods	66011910-5338	\$ 6,000.00
Suburban Fuel & Gas Inc.	Gas Service to Alum Creek	65211919-5338	\$ 12,000.00
Henry P. Thompson Co.	Equipment Repair Parts	65211919-5270	\$ 7,500.00

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Henry P. Thompson Co.	Equipment Repair Parts	65211905-5270	\$	10,000.00		
K O K Products Inc.	Chemicals OECC	65211905-5290	\$	15,000.00		
K O K Products Inc.	Chemicals Alum Creek	65211919-5290	\$	10,000.00		
Loeb Electric Co.	Electrical Supplies/Alum Creek	65211919-5270	\$	3,000.00		
Loeb Electric Co.	Supplies/OECC & Pumpstations	65211905-5270	\$	7,000.00		
Delaware County Engineer	Facil. Share of Utilities/50 Channing	10011105-5338	\$	10,000.00		
Columbus State	Tuition	22311611-5350	\$	8,000.00		
D.A.T.A.	Client Travel	22411601-5355	\$	20,000.00		
Facilities	Postage	23711630-5331	\$	7,000.00		
Del County Commissioners	Rent	23711630-5335	\$	89,045.00		
Del County Commissioners	Indirect Cost	23711630-5380	\$	37,325.00		
Delaware City Schools	Day Care	22511607-5348	\$	10,000.00		
Delaware City Schools	Day Care	22411610-5348	\$	50,000.00		
Vouchers						
Zimmerman & Co.	Repair/Aeration Tank/Tartan Fields	66011912-5328	\$	8,645.00		
G & G Enterprises	Primmer Ditch Top App # 1 & 2	40311411-5430	\$	47,470.09		
ACI Construction	CFOA Site Work	43111424-5410	\$	156,270.72		
George Parker	Design for CFOA	43111424-5410	\$	11,250.00		
ACI Construction	CFOA General Trades	43111424-5410	\$	200,774.32		
Treasurer	ACI General Retainage	43111424-5410	\$	8,434.77		
Treasurer	ACI Sitework Retainage	43111424-5410	\$	4,838.81		
Toddler Inn	Day Care	22411610-5348	\$	9,740.08		
Child Care Unlimited/Galena	Day Care	22411610-5348	\$	6,069.53		
The Village Network	Residential Treatment	22511607-5342	\$	24,806.72		
The Village Network	Residential Treatment	22511608-5342	\$	1,364.08		
Pitney Bowes	Postage Mail Room Machine	10011105-5331	\$	20,000.00		
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye

RESOLUTION NO. 07-85

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM WYANDOT LAKE & PARTY HOUSE INC. TO SAFARI AMUSEMENT PARK LLC & PARTY HOUSE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Safari Amusement Park LLC & Party House 10101 Riverside Dr. Liberty Township Powell, Ohio 43065 has requested a transfer of the D1 and D2 permits from Wyandot Lake & Party House INC. also located at 10101 Riverside Drive Liberty Township Powell, Ohio 43065, and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 07-86

IN THE MATTER OF CHANGING THE LOCATION OF THE THURSDAY JANUARY 25, 2007 COMMISSIONERS' SESSION TO THE THOMPSON TOWNSHIP HALL:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve changing the location of the Thursday January 25, 2007, Commissioners' Session to the Thompson Township Hall 4373 St. Rt. 257 North Radnor, Ohio 43066.

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

RESOLUTION NO. 07-87

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Commissioners’ Office is requesting that Dave Cannon attend the GFOA Annual Conference in Anaheim, California June 8-13, 2007, at the cost of \$1,450.00

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

RESOLUTION NO. 07-88

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider	Infants	Toddlers	Preschool	School
Samantha Carter 1515 Cleveland Ave. Columbus, Ohio 43211	\$132.68 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Leah Blake 188 Overtrick Drive Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Tarri Jones 22 Euclid Ave. Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly

Child Care Provider		Full	Part Time	Hourly
Brooksedge Day Care Center 740 Greencrest Drive Westerville, Ohio 43081	Infant Toddler Preschool Schoolage	\$169.90 \$149.42 \$133.89 \$102.38	\$134.21 \$108.70 \$ 94.80 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-89

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SHIP INC. AND STARR COMMONWEALTH FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Ship Inc. 1146 Spring Ave. Canton, Ohio 44704	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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<div>Starr Commonwealth 301 Obetz Road Columbus, Ohio 43207</div>	<div>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</div>
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(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-90

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’S GRADUATES FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS:

It was moved by Mr. Ward, 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’s Graduates (hereinafter, “JOG”)(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 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 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.

“JOG” means Jobs for Ohio’s Graduates

“County” means Delaware County Board of Commissioners

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

“Parties” means JOG, 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 JOG will provide employment search related workshops in Delaware County for enrolled participants meeting required outcome performance standards.

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

C. Obligations of JOG

JOG agrees to operate a program, described in detail in Appendix I, in accordance with Federal, State

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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 Parties agree that reimbursement of all costs will be dependent upon JOG'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 JOG 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.

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 \$118,302.32 or (2) the amount of cash expenditures made by JOG 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 \$118,302.32.

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, 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 information or 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, 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, JOG 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, JOG 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 November 1, 2006 or upon execution by the Department, whichever is later. The services of JOG 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

JOG 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.)

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- 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. JOG understands and agrees that it is an independent contractor.
- B. To the fullest extent of the law, JOG 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 JOG's performance of this Agreement. JOG 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 JOG'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. JOG 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. JOG 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 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 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

JOG 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. JOG 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

JOG assures and certifies that:

- 1. JOG 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'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 JOG to act in connection with this Agreement and to provide such additional information as may be required by the Department.

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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. JOG 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. JOG 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 JOG partnership with the Delaware County Job Network.
7. JOG recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by JOG.
8. JOG recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. JOG 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. JOG 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. JOG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, 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, sexual orientation, or national origin in accordance with this section and federal law.
13. JOG 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, 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.
16. JOG 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. JOG 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

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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.

18. Neither JOG 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. JOG will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. JOG 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 JOG 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, JOG may be asked to return equipment and other fixed assets to the Department.
24. JOG 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.
25. JOG 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.
26. JOG 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. JOG 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.
29. JOG 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).

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30. JOG 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. JOG has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. JOG 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, JOG 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. JOG will comply with all other Federal, State or local laws not enumerated herein.

ARTICLE XI 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 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. 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 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 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 JOG

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

D. Loss of Funding: It is understood by JOG 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, JOG 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.

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

The abovementioned appendices and this Agreement instrument shall be considered as the binding document between parties herein mentioned.

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

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

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 2005-2006, 8 local JOG affiliates 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 Department of Education provided 10% of the operating budget for the agencies in 2005-2006. 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 2005-2006, Ohio's system was one of the largest in the nation. In 2005-2006, we served locally 400 in-school youth & adults and 200 out-of-school youth & adults in Delaware, Knox, Marion, Morrow and Union Counties.

JOG-Delaware has been recognized nationally for meeting and/or exceeding all national performance measures for the past 8 years. JOG-Delaware is comprised of 14 staff.

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

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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/12th 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:

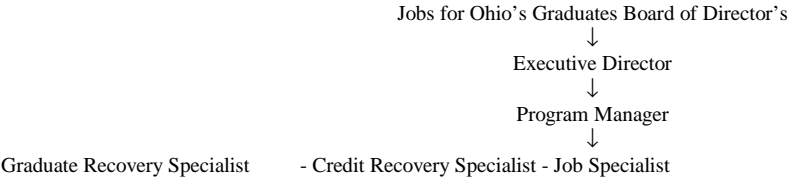
- Full-time (preferred) or part-time employment
- Full-time Military
- Postsecondary enrollment

Proficiency Test Recovery = Percent of youth who enter the 12th 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 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 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:
 - 1. Improve Educational Achievement
 - 2. Reduce the dropout rate

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- 3. Preparing for and Succeeding in Employment
- 4. Supporting youth & adults through mentorship and a year of monthly contact beyond graduation
- 5. Developing active citizens (services to develop potential)

B. Short-Term Goals:

- 1. Stimulate learning leading to high school graduation or GED
- 2. Improve self-confidence
- 3. Train on 37 key employment competencies
- 4. Provide tools for success in school and life
- 5. Provide leadership opportunities
- 6. 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.

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 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 <ul style="list-style-type: none">Job DevelopmentCareer ExplorationLabor Market Info.Educational Support ServicesMarketing & OutreachResume DevelopmentJob SearchOne-Stop Services AccessSelf-Access ServicesAlternative Secondary Services	1-5	250+	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	50+	Individuals will be notified & connected to employment opportunities through job fairs, postings that are maintained and meeting with

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			individual specialist
<ul style="list-style-type: none">Individual & Small Group Tutoring – Full-time tutor housed at the Youth Resource CenterEducational 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 <ul style="list-style-type: none">Employability SkillsOccupational Skills Training – related to soft skills that are universal among employersCareer Exploration/ PlanningShort Term Skills TrainingResume DevelopmentFinancial Planning	1,3,5	250+	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 <ul style="list-style-type: none">Coordination of partnersCoordinates occupational specific skills trainingSupport 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 <ul style="list-style-type: none">Support Services	1-5	200+	Will meet one-on-one with all participants as needed to ensure success
Student-Led Leadership Development <ul style="list-style-type: none">Service-learningLeadership ActivitiesCareer PreparationCivic 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
Twelve-Month Follow-Up <ul style="list-style-type: none">Support ServicesSkills TrainingPaid & Unpaid Work ExperiencesSummer 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 <ul style="list-style-type: none">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 <ul style="list-style-type: none">Job DevelopmentPaid & 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 14-21year 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.

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- 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

D. 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 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

F. 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, state department of education 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 2005. 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 14 with 8 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 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, 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

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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 Delaware County Job and Family Services. DJFS 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.

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
- G. 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.

Gregg Snouffer, JOG Job Specialist past 10 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 5 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.

Mark Thomas, Jobs for Ohio’s Graduates Specialist past 5 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 3 years at Buckeye Valley High School, coaching experience, BA Business Administration, and past fund-raising experience with the Columbus Museum or Art. Pat currently is enrolled at Ashland University earning his Master’s Degree in Education.

Job Descriptions are on file with past proposals – 2005-2006.

D. Workforce Investment Services – Project Budget - July 1, 2006 – June 30, 2007

	WFD/DCJFS	WFD/DCJFS	OTHER	TOTAL
	FUNDED	FUNDS	FUNDS	FUNDS

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	2006	2007		
PERSONNEL (SPECIFY)				
Direct	68,143		106,844	174,987
Supportive	5,700		11,400	17,100
FRINGE	35,108		57,047	92,155
TOTAL PERSONNEL	108,951		175,291	284,242
RENT	N/A		InKind	INKIND
UTILITIES	N/A		INKIND	INKIND
SUPPLIES	2,000		5,000	7,000
PRINTING	1,000		1,000	2,000
POSTAGE	N/A		1,000	1,000
OTHER OPERATING				
Communications	1,000		1,000	1,000
Development Training for Students and Staff	7,000		10,000	17,000
Fiscal Administration	6,648		9,665	16,313
TOTAL OPERATING	125,599		202,956	328,555
EQUIPMENT (attach list)	4,000 *			4,000
OTHER EXPENSES				
Student Support	5,000		5,000	10,000
Ohio Career Association	5,000		5,000	10,000
Total Other Expenses	14,000		10,000	24,000
GRAND TOTAL	139,599		212,956	352,555

- Equipment will only be purchased if it is needed to be replaced

APPENDIX II
Revised Proposed Budget
(For period 11/01/06 to 06/30/07)

Budget by Category - requested		
Category	Basis	Total Amount
Staff Positions		
Job Specialist & Graduate Recovery (5 positions)	45% Salary for 8 months	\$60,643
JOG Supervisors Salary – WIA	22% of salary for 8 months	\$5,700
Fringes (Describe)		
School Employees Retirement	14.3 % of total salaries	\$9,487.05
Medical/Dental/Vision/Pres/Life	Based on actual plans staff have – JOG Board share only (does not include staff costs) and % of staff salary charged to Delaware County	\$22,000
Medicare	1.45% of total salaries	\$961.97
Workers Compensation	2% of total salaries	\$1,326.86
Other Costs (Describe)		
Communications	\$750 allocated	\$750
Supplies – alternative teaching materials, TABE, posters, markers, folders, paper, disc for youth etc...	\$500 for Out-of-School Youth	\$500
Marketing	Letterhead, brochures, annual reports, advertisement	\$300
Travel/Professional Development	Staff training throughout the year and mileage reimbursement for WIA Activities, Trainings, Employer follow-up, student homes, etc...	\$1,000
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	\$5,633.44
Youth Support Service Costs		
Support Services	Gas vouchers, food, clothing expenses, car repairs, etc...	\$5,000
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...	\$5,000
	Total	\$118,302.32

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

RESOLUTION NO. 07-91

IN THE MATTER OF AMENDING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE COUNCIL FOR OLDER ADULTS:

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

AMENDMENT TO COUNCIL FOR OLDER ADULTS CONTRACT
AMENDMENT NO. 1

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This amendment, effective January 1, 2007, is to amend the Adult Protective Services Contract between the Delaware County Department of Job and Family Services and Council for Older Adults entered into on the 1st day of January, 2006.

This agreement shall strike Article C. 5. of the contract modifying the date covered by the agreement to January 1, 2007 through December 31, 2007 with a budget amount of \$45,000.

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

RESOLUTION NO. 07-92

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ATRIUM PERSONNEL & CONSULTING SERVICES:

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 18th day of January 2007, by and between Atrium Personnel & Consulting Services., an Ohio LLC, with its local place of business located at 120 East High Street, Mount Vernon, Ohio 43050, hereinafter referred to as ATRIUM, and Delaware County Department of Job and Family Services, whose address is 140 N. Sandusky Street, Delaware, OH 43015, hereinafter referred to as DCDJFS.

Background

ATRIUM is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "ATRIUM consultants"). DCDJFS is in need of the services of ATRIUM. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. Scope of Services. This agreement shall be in effect from December 1, 2006 through June 30, 2007 unless terminated in writing by either party pursuant to Article 4. ATRIUM shall provide the services of the ATRIUM employees to DCDJFS. DCDJFS shall authorize specific assignments for the ATRIUM employees by placing a Job Order with ATRIUM in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an ATRIUM employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. DCDJFS may hire an ATRIUM employee with no additional hiring, or other, fees after 480 working hours. If DCDJFS desires to hire the Atrium employee prior to the completion of the 480 working hours, a fee of 18% of the base salary offered by DCDJFS will be incurred by DCDJFS. The base salary is calculated as 2000 hours times the hourly pay rate offered by DCDJFS. This fee would not apply should the employee be hired by DCDJFS in a position other than the position they were placed in by ATRIUM.

2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each ATRIUM employee promptly at the end of each week. DCDJFS will pay ATRIUM for all time expended and expenses incurred by ATRIUM employees as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. ATRIUM shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each ATRIUM employee assigned to DCDJFS and all charges and expenses applicable to each ATRIUM employee. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to ATRIUM the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay ATRIUM for all work performed by ATRIUM employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$10,000.

4. Termination of Work Orders. All work performed by ATRIUM consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by ATRIUM employees under the Job Order is unsatisfactory, DCDJFS may request ATRIUM to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to ATRIUM appropriate representative. ATRIUM shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay ATRIUM for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

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5. Replacement. If an ATRIUM employee leaves the employ of ATRIUM or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, ATRIUM shall use reasonable efforts to replace such person with another of similar qualifications.

6. Advertising. ATRIUM shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor ATRIUM will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. ATRIUM is an independent contractor. Neither ATRIUM nor any of its representatives shall be considered employees of DCDJFS. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. ATRIUM shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of ATRIUM and is thus prohibited from converting or transferring the employment of any ATRIUM employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified ATRIUM representative.

ATRIUM employees are not entitled to benefits enjoyed by employees of DCDJFS or Delaware County.

14. Attorney's Fees and Costs. In the event of any dispute arising out of or related to this Agreement (and its exhibits), the prevailing party shall be entitled to its reasonable costs and attorney's fees.

15. Duly Authorized Signatures. ATRIUM states and agrees that the individual(s) who, on behalf of ATRIUM, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of ATRIUM and are authorized to and have authority to enter this Agreement on behalf of ATRIUM and by so signing have authority to bind and does bind ATRIUM to any and all terms of this Agreement

16. 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.

17. DMA Form Statement. ATRIUM 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, ATRIUM agrees to 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

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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

18. Findings for Recovery. ATRIUM certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

19. Non-Discrimination. ATRIUM shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ATRIUM shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event ATRIUM is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 19 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and ATRIUM may be declared ineligible for future Contracts with DCDJFS.

20. DCDJFS Indemnification. To the fullest extent permitted by law, ATRIUM agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any incident, damages, injury, accident or occurrence related in any manner to ATRIUM’s performance of this Agreement. ATRIUM shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers by reason of ATRIUM’s performance of this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

ATRIUM assumes full liability and agrees to indemnify DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers for any and all damages, injuries, or harm, no matter the nature or kind, to DCDJFS/County, DCDJFS/County Employees, DCDJFS/County property, and DCDJFS/County personal property resulting or caused, directly or indirectly, by ATRIUM’s performance under this Agreement. Such indemnification includes attorneys fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed under this Agreement.

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

RESOLUTION NO. 07-93

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Jeff Spaulding is resigning his position as a part-time Paramedic with the EMS Department; Effective date January 13, 2007.

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

RESOLUTION NO. 07-94

IN THE MATTER OF APPOINTING NELSON KATZ AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS’ REPRESENTATIVE TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint an individual to the Delaware County Board of Building Appeals for the following term beginning January 18, 2007, and ending December 31, 2011, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Nelson Katz to the Delaware County Board of Building Appeals.

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

RESOLUTION NO. 07-95

IN THE MATTER OF APPROVING TRANSFER OF FUNDS:

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

Transfer of Funds		AMOUNT
10015102-5801 Data Processing/Transfers	20315101-4601 Data Center Fund/Interfund Revenue	650,000.00
10011110-5801 Human Services/Transfers	22511607-4601 Childrens Services/Interfund Revenue	1,900,000.00
10011110-5801 Human Services/Transfers	22411601-4601 JFS Income Maint./Interfund Revenue	240,649.00
100111109-5801 Human Services/Transfers	22411606-4601 JFS Social Services	45,000.00
10011102-5801 General Fund-Transfers	21511307-4601 EMA-Interfund Revenue	53,000.00
10011102-5801 General Fund-Transfers	21011113-4601 Economic Development/Interfund Revenue	150,000.00
10011102-5801 General Fund/Transfers	72291901-4601 Data Transit Board	60,000.00
10011102-5801 General Fund/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	1,645,246.26
67011914-5801 Sanitary Eng. Capital/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	6,248,067.52
10011304-5801 911 Dispatching/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	1,413,600.00
10031303-5801 Sheriff Jail/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	555,646.26

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

RESOLUTION NO. 07-96

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

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

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

RESOLUTION NO. 07-97

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 11:18AM.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners