

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 3, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

RESOLUTION NO. 11-1035

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 29, 2011:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on September 29, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion   Mr. Thompson   Aye   Mr. Stapleton   Aye   Mr. O'Brien   Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

Phil Panzarella, Berlin Township Trustee Spoke In Favor Of Resolution No. 11-1047; Declaring The Necessity For Improvements To The Intersection Of Cheshire Road And South 3 B’s & K Road

RESOLUTION NO. 11-1036

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0930:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0930:

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye

RESOLUTION NO. 11-1037

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

The Department of Job and Family Services is requesting that Sue Ware and Amber Huber attend a Public Child Services Association of Ohio Conference in Dublin, Ohio October 17-20, 2011; at the cost \$344.00 (Fund Number 22411605).

Vote on Motion   Mr. O'Brien   Aye   Mr. Thompson   Aye   Mr. Stapleton   Aye

RESOLUTION NO. 11-1038

IN THE MATTER OF SCHEDULING A SPECIAL COMMISSIONERS’ SESSION FOR WEDNESDAY OCTOBER 5, 2011 AT 9:45AM FOR ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF OR SALE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve scheduling a Special Commissioners’ Session for Wednesday October 5, 2011, at 9:45AM for adjourning into executive session to consider the purchase of or sale of property for public purposes.

Vote on Motion   Mr. Thompson   Aye   Mr. O'Brien   Aye   Mr. Stapleton   Aye

RESOLUTION NO. 11-1039

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IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL  
APPROPRIATIONS FOR THE AUDITOR’S OFFICE DELINQUENT FUNDS:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

<b>Supplemental Appropriation</b>			
10110107-5801	Unclaimed Funds/Transfers	\$	11,718.00
<b>Transfer of Funds</b>			
<b>From</b>	<b>To</b>		
10110107-5801	24414102-4601		
Unclaimed Funds/Transfers	Del Tax Treasurer/Interfund Transfer	\$	5,858.80
10110107-5801	23512102-4601		
Unclaimed Funds Transfers	Del Tax Prosecutor/Interfund Transfer	\$	5,858.79
10110107-5801	10011102-4601		
Unclaimed Funds/Transfers	Commissioners General/Interfund Transfer	\$	18,631.95
Vote on Motion	Mr. Stapleton	Aye	Mr. O'Brien
			Aye
	Mr. Thompson	Aye	

RESOLUTION NO. 11-1040

IN THE MATTER OF AMENDING THE POLICIES AND PROCEDURES FOR THE DELAWARE  
COUNTY PROCUREMENT CARD PROGRAM:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Whereas, the County Auditor and the County Administrator recommend amending the Policies and Procedures for the Delaware County Procurement Card Program;

Therefore Be It Resolved, the Board Of Commissioners amends the Policies and Procedures for the Delaware County Procurement Card Program as follows:

Delaware County Procurement Card Program

Revised Policy Approved: Resolution # 11-1040  
Date Approved: 10/03/2011  
Effective Date: 10/17/2011

Background

Procurement cards are designed to make small-dollar purchases in a manner that reduces paperwork and processing time. This program is an alternative to the traditional purchasing process and can significantly reduce the number of purchase orders and payments processed. The program can also help minimize or eliminate the need for the use of personal funds reimbursed by an expense report.

Benefits include an expanded list of merchants from whom purchases can be made, accelerated payment to the vendor, expedited delivery of goods, reduced paperwork, lower overall transaction processing costs per purchase, and the ability to set and control purchasing dollar limits.

Authority

Ohio Revised Code (ORC) Section 301.29 permits counties to use procurement cards. The Board of County Commissioners, with the advice of the County Auditor, shall formulate the policy for the use of the cards. The policy, which will be adopted by the Board through resolution, shall set limits for, among other things, spending, card activity and allowable expenditures. It shall also establish administrative controls that the Board determines, after consulting with the County Auditor, will be sufficient for use of a procurement card. The County Auditor shall develop internal accounting controls in consultation with the Auditor of State.

General Information

The procurement card program is not intended to and, pursuant to ORC 301.29(E)(3), shall not be used to avoid or bypass the competitive bid requirements of ORC 307.86. Further the procurement card program is not intended to avoid or bypass the appropriation of fund process, approval process (including Data Board approval, as applicable), or payment process. Rather, the program compliments the established and existing processes. Expenditures may not exceed appropriations under any circumstances.

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Items and/or services purchased through the procurement card program are only for the official use of Delaware County. The card can be used for in-store purchases as well as mail, e-mail, Internet, telephone and fax orders. It is not and under no circumstances is to be used as an ATM (automated teller machine) card, a debit card, or for cash advances. The card is not to be used for personal or non-work-related purchases.

A “cardholder” is a county employee who has been approved by an appointing authority to pay for certain work-related expenses with a procurement card. The cardholder is responsible for the security and physical custody of the card, and is accountable for all transactions made with the card. The cardholder must comply with the program’s record-keeping requirements (including retention of original receipts) for the protection of both the cardholder and the County. The cardholder is also responsible for timely reconciliation of the billing statement. Cardholders, as well as other County employees, have a responsibility to report instances of fraudulent use of a card and/or where the County’s established procurement card policies and procedures are not being followed.

The card program carries corporate (County), not individual liability; however, individual liability is imposed for inappropriate use. Pursuant to the procedure established in ORC 301.29(G)(4), if the County Auditor determines that a cardholder has used the procurement card beyond the appropriated or authorized amount or for an inappropriate or unlawful purpose, the County Auditor shall immediately notify the Board of County Commissioners. When the Board determines that the County Treasury should be reimbursed for procurement card expenditures beyond the appropriated or authorized amount as provided in this policy or ORC 301.29, it shall give written notice to the County Auditor, the appointing authority who authorized the card, and the cardholder. If within thirty (30) days after issuance of this written notice, the County Treasury is not reimbursed for the full amount shown on the written notice, the Prosecuting Attorney shall recover that amount from the cardholder by civil action in any court of appropriate jurisdiction.

The cardholder’s personal credit history is not impacted in any way by participating in the program, and credit checks are not done on individual cardholders. Billings for authorized purchases made within the limits of appropriated amounts will be paid using County funds.

#### Policies and Procedures

##### 1. Selection of the procurement card issuer

The procurement card provider will be selected consistent with the procedure outlined in ORC 301.29(C)(3) and the County’s competitive bid process. As part of the evaluation process, the contractor’s ability to support the County will be assessed in the following areas:

- Maximum practical use of the procurement card to make low-dollar value, high-volume purchases of goods and services as well as to pay for limited travel-related expenses
- Maximum return to the County in the form of a rebate/revenue-sharing/travel awards program
- Minimal cost (such as no annual fees, no interest charged on current balances and minimal fixed fees, transaction fees and late payment charges)
- A comprehensive loss/disaster recovery plan
- Internet-based/online program administration including workflow processes for card application, approval, suspension and cancellation; maintenance of cardholder profiles; control of approved merchant commodity codes; transaction reporting; account review and reconciliation
- Standard and custom reporting capabilities
- Support for the County’s 1099 reporting requirements
- Ability to directly upload transactional data into the County’s accounting system
- Ability for the County to pay the card issuer electronically
- Outstanding customer service through a toll-free, 24 hour, 365 day-a-year telephone number
- Recognizable card including County’s name, logo and phrase “For Official Use Only – Tax Exempt” printed on the face, and a toll-free customer service telephone number printed on the back

The Board of County Commissioners shall determine upon the advice of the County Auditor and the County Treasurer whether to contract with any one or more issuers that submit a timely proposal that meets the needs of the County. No contract should be entered by the Board until the Board through resolution adopts these or other guidelines, either of which shall be consistent with ORC 301.29(C)(1) and (2) and shall set the intent for and policy for use of the procurement cards. After such guidelines have been adopted and an issuer has been selected, a written contract will be signed between the Board and the successful bidder. The agreement will include fee schedules, processing procedures, and rights and responsibilities of both parties.

##### 2. Agencies’ policies

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Pursuant to ORC 301.29(F)(2), an elected official or the Board of a County Agency may apply to the Board of County Commissioners for authorization to have an employee under their authority use a procurement card held by that appointing authority or Board of a County Agency to pay for specific classes of work-related expenses or to use a specific procurement card for any work-related expenses, without submitting a monthly estimate of the officer's or employees work-related expenses. A participating agency, however, must first adopt a formal policy concerning use of the procurement card that is specific to the agency's needs. Copies of such policies shall be provided to the Board of County Commissioners and the County Auditor.

3. Designation of the program contact and agency coordinators

The County Auditor's Fiscal Office will be the primary point of contact for the procurement card program. The County Auditor's office will be responsible for the certification of funds, the ordering and distributing of cards, and for program compliance. Specific duties of the County Auditor's Office include but are not limited to troubleshooting problems encountered with card use or vendor authorization, and following up on lost or stolen cards. The Auditor's Office will provide training for department coordinators and cardholders.

In addition, each County office or agency that participates in the procurement card program will name a program coordinator for their respective office or agency ("Coordinator"). The Coordinator will be responsible for processing cardholder applications, suspensions, and cancellations; resolving disputes with merchants; reviewing and reconciling card activity; and maintaining cardholder profiles for the agency's card(s). The Department Coordinator will be designated when the application for the card is approved by the Board of County Commissioners. The Department Coordinator may not be a cardholder.

4. Establishment of card limits

The current limits authorized by the Board of County Commissioners for existing procurement cards are retained under this revised policy. Individual procurement cards are subject to the following maximum limits:

1. Daily spending per card:	\$5,000
2. Monthly spending per card:	\$10,000
3. Single transaction limit:	\$5,000
4. Daily number of transactions per card:	10
5. Monthly number of transactions per card:	50

Exception: Individual procurement cards may be approved for specific purposes and with higher limits by the Board of County Commissioners to management staff for specific purposes. The limits for these special purpose individual procurement cards are subject to the following maximum limits:

1. Daily spending per card:	\$24,999
2. Monthly spending per card:	\$50,000
3. Single transaction limit:	\$24,999
4. Daily number of transactions per card:	20
5. Monthly number of transactions per card:	100

Purchases may not be split to bypass the single transaction limit.

Through the cardholder application process, agencies will define limits for specific offices or cardholders, not to exceed the limits established above.

5. Designation of allowed/prohibited transactions

The card may be appropriately used to purchase the following:

- Office Supplies
- Computer supplies, software
- Building maintenance materials and supplies
- Authorized travel expenses excluding meals
- Fuel purchases approved as part of travel expenses
- Maintenance contracts
- Existing software tech support
- Internet, Cable, Phone, Gas, Electric and Water service
- Program supplies and services

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- Food for County approved functions
- Services considered appropriate by County standards

The card may not be used to pay for the following:

- Purchases from auction websites
- Meals
- Long-distance telephone charges
- Alcoholic beverages
- Entertainment/Recreation
- Adult publications/entertainment
- Any merchant, product, or service normally considered inappropriate by County standards

ATM, cash advances, and all other cash-related transactions are strictly prohibited.

No late charges shall be permitted as allowable expenses unless approved by Board of Commissioners.

Purchases cannot be used in any manner to circumvent competitive bidding requirements for purchases and contracts over \$25,000.

Purchases by a cardholder for another office/department, other than the Org Key approved on the Procurement Card application, must have an approved purchase order prior to the purchase being made.

Any use of a procurement card outside of or inconsistent with the above defined appropriate uses will be considered an unauthorized use of the card unless the procedures outlined in ORC 301.29 are followed (ie: nature and estimate of amount of purchase are submitted and pre-approved by the Board of County Commissioners).

6. Sales and use tax

Purchases made with the County procurement card are tax-exempt. The name of the County agency and the words "tax-exempt" will be on each card.

If tax is charged inappropriately, the agency should present a tax exemption certificate to the vendor, and receive a credit for the unnecessary tax.

7. Application for procurement card and subsequent profile changes

The Coordinator will prepare the application, obtain written approval of the cardholder as well as the elected official or Board of the County Agency, and forward it to the Board of County Commissioners for their approval. The application will specify monetary and transaction limits consistent with section 4 above.

After the application is approved, the Auditor's office will submit the application to the card issuer who will assign a card number. The card will be issued in the designated individual's name, with the appointing authority's or Board of a County Agency's name clearly indicated as the buyer on the card.

Once a card has been issued, an agency may later wish to modify the card's limits such as raising the daily dollar limit. Any changes or updates to a cardholder's name or spending limits should be initiated by the Coordinator, approved by the elected official or Board of a County Agency and submitted to the Board of County Commissioners for their approval.

8. Cardholder acknowledgment and responsibilities

The cardholder is responsible for the physical custody of the card, and for maintaining confidentiality of all information relating to the card such as the account number and expiration date. The card is not to be loaned to anyone or used by anyone except the employee to whom it was issued.

A cardholder is responsible for any and all improper, fraudulent, or inappropriate use of the card. Use of a county procurement card for any use other than an authorized or permitted use allowed under ORC 309.29(B) is a violation of law for purposes of ORC 2913.21.

Individual liability is imposed for inappropriate use. Pursuant to the procedure established in ORC 301.29(G)(4), if the County Auditor determines that a cardholder has used the procurement card beyond the appropriated or authorized amount or for an inappropriate or unlawful purpose, the County Auditor shall immediately notify the Board of County Commissioners. When the Board determines that the County Treasury should be reimbursed for procurement card expenditures beyond the appropriated or authorized amount as provided in ORC 301.29 or this policy, it shall give written notice to the County Auditor, the appointing authority who authorized the card, and the cardholder. If within thirty (30) days after issuance of this written notice, the County Treasury is not reimbursed

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for the full amount shown on the written notice, the Prosecuting Attorney shall recover that amount from the cardholder by civil action in any court of appropriate jurisdiction.

After the card is issued, the cardholder and the agency coordinator will meet with the Auditor's office to acknowledge receipt of the card and to assure that the cardholder understands the intent of the program and agrees to adhere to the policy and guidelines established by the Commissioners as well as those established by the cardholder's appointing authority. The cardholder will be required to sign a written acknowledgment of receipt of the card and understanding of the applicable policies. The Auditor's office will retain the signed acknowledgment and will forward a copy to the appointing authority or Board of a County Agency.

9. Making purchases; record-keeping

a. Purchase orders

An encumbrance must be established for each card through a purchase order. A department may aggregate the cards into one purchase order for each specific org key. The purchase order amount should be set based on the monetary and transaction limits established for the card and projected spending. This helps ensure that expenditures do not exceed available appropriations.

b. Original receipts

When making a purchase, the cardholder shall obtain and retain the original receipt. Every effort should be made to ensure that the receipt contains the vendor's name, date of purchase, itemized description of purchase, per unit price and extended price. The cardholder will match and attach receipts to the billing statements as part of the account reconciliation. A cardholder will be held personally liable for missing receipts and shall be required to reimburse the county for those billed purchases for which a receipt is not or cannot be produced.

c. Internet, telephone and fax purchases

Procurement cards may be used to purchase goods over the Internet, telephone, or fax. These purchases must be evidenced by written order confirmation along with either the original packing slip that accompanied the purchased goods or an itemized receipt.

When using the Internet, the cardholder must make sure the web site where the card information is being placed is secure, and that all account numbers are encrypted while being passed electronically. A cardholder can determine if the web site address is secure in two ways:

- (1) An Internet web site is secure when the address changes from <http://www> to <https://www>. The "s" stands for secure.
- (2) Symbol resembling a "lock" will appear at the bottom of the browser. The "lock" symbol signifies that the web site is secure and that all card numbers will be encrypted when passed.

Cardholders will be held responsible for all orders placed, even those with vendors that turn out not to be legitimate businesses.

The cardholder should inform the vendor that the purchase will be paid through the County procurement card, and that the purchase is tax exempt. The cardholder should also ensure the vendor will comply with the requirements of items c (above), and e and f (below).

d. Declined attempts

The procurement card will be declined if one of the embedded limits is exceeded, if the merchant commodity code is blocked, if the card issuer has a security concern because of a spending pattern, or, sometimes if the "bill to" address does not match the "ship to" address. The Coordinator should be notified if a purchase is denied.

e. Agent, acceptance or service fees

Some companies charge an agent, acceptance or service fee in order to process a credit card charge. If the fee is disclosed upfront, the allowable dollar limit on the fee is five percent of the total bill, not to exceed \$25.00. If the fee is not disclosed upfront, the fee needs to be disputed immediately, regardless of the fee amount. If the purchase is being made on state term or countywide contract, the vendor is prohibited from charging additional fees for use of a procurement card. The Coordinator and/or Auditor's office should be notified immediately of this breach of contract.

f. Vendor invoices

The card issuer will pay the vendor and the County will pay the card issuer. Vendors should not invoice the cardholder for purchases made with the procurement card. However, the cardholder must always receive an itemized receipt or order confirmation.

g. Electronic log

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Each cardholder is responsible for making purchases pursuant to the department's policies and procedures and ensuring the procurement card is used as intended. The card issuing company will maintain an electronic log of each transaction. The electronic log records the transaction date, vendor name, the merchandise purchased and dollar value of sale. The cardholder is responsible for the review and accuracy of the electronic log.

h. Monitoring card activity

Certain County employees, such as the County Administrator, the County Auditor's staff, and the Coordinator will have access to view and monitor card activity. This review can occur at any time.

10. Account reconciliation and payment of procurement card billing

At the end of the billing cycle or a time selected by the Auditor, the electronic log is updated by the coordinator with the following financial information; purchase order number, org key, object number and description. The electronic log (statement) is then printed and the original itemized receipts are attached. A quote or backorder notice is not substantive evidence of the occurrence of the transaction. Payment cannot be made until the cardholder confirms receipt of the goods or services.

The statement must be reviewed and signed by the cardholder and the coordinator. Cardholders cannot authorize their own statements. The appointing authority or their designee is responsible for reviewing the statement for the appropriateness of purchases made with the card and for approving each statement for each cardholder under their supervision. The approval must be evidenced by the approver's signature. Once approved for payment, the department or agency must submit the statement and supporting receipts to the County Auditor's office. The County Auditor's office will reconcile the individual statements to the total monthly bill. The County Auditor will issue payment, either by warrant or electronically.

Timely completion of the reconciliation is imperative to avoid interest charges. The reconciliation process must be completed within five business days of receiving the cardholder statement. If this time frame cannot be met for any reason, the Coordinator must notify the County Auditor's office.

There may be occasions when an item on the billing statement does not match the retained receipt. For instance, the amount may be incorrect. Under such circumstances the inaccuracy must be investigated to attempt reconciliation.

11. Returns, credits and dispute resolution

Sometimes, there is a problem with a purchased item or service. Examples include, but are not limited to, broken merchandise, the billed amount does not match the quote, the billed amount includes sales tax, the statement contains a charge not recognized by the cardholder, or the statement contains duplicate charges from a vendor. In these instances, the cardholder should try to resolve the dispute with the supplier or merchant. If the purchased item needs to be returned to the supplier for any reason, a credit should be given to the procurement card account. The Coordinator should be notified so they can verify that the credit appears on a subsequent statement. The cardholder cannot accept cash or a rain check instead of a vendor credit.

If the dispute cannot be resolved, the cardholder should contact the Auditor's office, who will work with the card issuer to resolve the dispute.

12. Late fees

No late fees shall be paid unless authorized by the Board of County Commissioners.

13. Lost or stolen cards

If the card is lost or stolen, the cardholder must notify the card issuer immediately. Upon receipt of the phone call, further use of the card will be blocked. Prompt action will reduce the liability for fraudulent charges. The cardholder must confirm the phone call by written notification to the card issuer via mail or fax, with copies to the Coordinator and the County Auditor's office. The date and time of the phone report of the lost or stolen card should be included in the written notification. The Auditor's office will initiate issuance of a replacement card.

14. Suspension or cancellation of card

The Commissioners office reserves the right to cancel a cardholder account at anytime due to violation of card policy. Cardholders who terminate their employment or whose job duties change and no longer include purchasing must surrender the card immediately. The Coordinator must obtain the cards and forward them to the Auditor's Office for cancellation. Cardholders on extended leave or reassignment may have their card suspended. Intentional use of the card for personal purchases or for purchases made in violation of County policy will result in immediate card cancellation. When and if necessary, the Auditor's Office will initiate suspension or cancellation of the card, and will notify the Board of County Commissioners and department coordinator.

15. Penalties for improper use of card

The card is to be used only by the cardholder to pay for authorized, work-related expenses. The cardholder is not allowed to lend the card to someone else. The card may not be used to pay for personal transactions. Improper use

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of the card can be considered misappropriation of County funds. This may result in disciplinary action up to and including termination of employment. Improper use can result in immediate cancellation of the cardholder’s account. In addition, the cardholder is personally liable for payment of improper purchases, and subject to criminal prosecution.

16. Training

All cardholders and agency coordinators must attend scheduled trainings provided by the County Auditor’s Fiscal Department on the policies and procedures associated with the County’s procurement card program. They must be informed on all sources of information relevant to the program.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1041

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE  
BID DATES FOR THE PROJECT KNOWN AS BERKSHIRE SALT STORAGE SHED,  
PREFABRICATED BUILDING DESIGN/BUILD CONTRACT:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Whereas the Board of Commissioners approved, by resolution 11-919, a lease agreement for construction and operation of a salt storage shed at 1454 Rome Corners Road, and;

Whereas the County Engineer has prepared plans, specifications and estimates for construction of the salt storage facility, and;

Whereas the County Engineer has estimated the design/build contract cost of the prefabricated building to be \$50,000.00.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plans, specifications and estimates for the project known as Berkshire Salt Shed are hereby approved, and;

Section 2: The County Engineer is authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid:

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00am on October 25, 2011, at which time they will be publicly opened and read aloud, for the project known as Berkshire Salt Storage Shed, Prefabricated Building Design/Build Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “SEALED BID FOR Berkshire Salt Storage Shed”. Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained from the Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is no cost. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer’s website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer’s Office in person or through the website.

The Owner requires that all work associated with the project be completed before March 1, 2012. The estimated commencement of work date is November 10, 2011.

This contract is not subject to prevailing wage requirements.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
October 7, 2011  
October 14, 2011

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye



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RESOLUTION NO. 11-1042

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERKSHIRE TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS DUSTIN ROAD (BRK 104):

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berkshire Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berkshire Township.

COOPERATION AGREEMENT  
Berkshire Township and Delaware County  
Dustin Road (BRK104)

BERKSHIRE TOWNSHIP RESOLUTION NUMBER 11-9-6 Date September 12, 2011

DELAWARE COUNTY RESOLUTION NUMBER 11-1042 Date October 3, 2011

Berkshire Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Dustin Road (BRK104)

Berkshire Township will provide funds totaling 32% of the cost of the Project. Such funds will come from the road/gas tax & motor vehicle tax fund.

Delaware County, through the County Engineer will provide matching funds totaling 7%, not to exceed the amount of funds provided by Berkshire Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berkshire Township to be the lead applicant and to sign all necessary documents.

Berkshire Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O’Brien Aye

RESOLUTION NO. 11-1043

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERLIN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS THE PIATT ROAD IMPROVEMENTS:

It was moved by Mr. Thompson seconded Mr. O’Brien to approve the following:

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berlin Township;  
Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berlin Township.

COOPERATION AGREEMENT  
Berlin Township and Delaware County  
Piatt Road Improvements

BERLIN TOWNSHIP RESOLUTION NUMBER 11-09-13 Date September 12, 2011

DELAWARE COUNTY RESOLUTION NUMBER 11-1043 Date October 3, 2011

Berlin Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Piatt Road Improvements

Berlin Township will provide funds totaling 30.00% of the cost of the Project. Such funds will come from the general fund.

Delaware County, through the County Engineer will provide matching funds totaling 25.00%, not to exceed the

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amount of funds provided by Berlin Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berlin Township to be the lead applicant and to sign all necessary documents.

Berlin Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion   Mr. O'Brien      Aye      Mr. Thompson      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 11-1044

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND HARLEM TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS THE ROBINS ROAD (HAR036) IMPROVEMENT PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Harlem Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Harlem Township.

COOPERATION AGREEMENT  
Harlem Township and Delaware County  
Robins Road (HAR036)

HARLEM TOWNSHIP RESOLUTION NUMBER   11-9-1-T9                      Date September 1, 2011

DELAWARE COUNTY RESOLUTION NUMBER   11-1044                      Date   October 3, 2011

Harlem Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Robins Road (HAR036)

Harlem Township will provide funds totaling 13.5% of the cost of the Project. Such funds will come from the 01-2-03 fund.

Delaware County, through the County Engineer will provide matching funds totaling 13.5%, not to exceed the amount of funds provided by Harlem Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Harlem Township to be the lead applicant and to sign all necessary documents.

Harlem Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion   Mr. Thompson      Aye      Mr. O'Brien      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 11-1045

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND PORTER TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS THE EAST LIBERTY ROAD AND PATRICK ROAD IMPROVEMENTS PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Porter Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Porter Township.

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COOPERATION AGREEMENT  
Porter Township and Delaware County  
East Liberty Road & Patrick Road Improvements Project

PORTER TOWNSHIP RESOLUTION NUMBER 09-01-11                      Date September 13, 2011

DELAWARE COUNTY RESOLUTION NUMBER 11-1045                      Date October 3, 2011

Porter Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as East Liberty Road & Patrick Improvements Project.

Porter Township will provide funds totaling 19% of the cost of the Project. Such funds will come from the general fund.

Delaware County, through the County Engineer will provide matching funds totaling 19% not to exceed the amount of funds provided by Porter Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Porter Township to be the lead applicant and to sign all necessary documents.

Porter Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Vote on Motion    Mr. Stapleton        Aye        Mr. O'Brien        Aye        Mr. Thompson        Aye

**RESOLUTION NO. 11-1046**

**IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND THE CITY OF DELAWARE TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE EUCLID AVENUE AND LIBERTY STREET RESURFACING PROJECT:**

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the Cooperation Agreement with the City of Delaware;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the City of Delaware.

**“COOPERATION AGREEMENT”  
CITY OF DELAWARE & DELAWARE COUNTY  
Euclid Avenue and Liberty Street Resurfacing**

DELAWARE CITY RESOLUTION NUMBER 11-41                      DATE September 12, 2011

DELAWARE COUNTY RESOLUTION NUMBER 11-1046                      DATE October 3, 2011

Delaware City and Delaware County enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Euclid Avenue and Liberty Street Resurfacing project.

Delaware City will provide funds equal to 21.9 percent of the total project cost. Such funds will come from the General fund.

Delaware County through the County Engineer will provide funds equal to 11.1 percent of the total project cost, not to exceed \$50,000. Such funds will come from the Road and Bridge Projects Fund (10040421).

Delaware County authorizes Delaware City to serve as lead applicant and to sign all necessary documents.

Delaware City agrees to pay its 21.9 percent of the cost as invoices are due.

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its 11.1 percent of the cost, not to exceed \$50,000, towards construction upon receipt of invoice from Delaware City.

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Vote on Motion            Mr. O'Brien    Aye            Mr. Thompson    Aye            Mr. Stapleton    Aye

RESOLUTION NO. 11-1047

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO THE  
INTERSECTION OF CHESHIRE ROAD AND SOUTH 3 B’S & K ROAD:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

AUTHORIZING LEGISLATION

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

WHEREAS, the County Engineer has determined that the intersection of Cheshire Road and South 3 B’s & K Road has a history of crashes and requires improvements for the safety and welfare of the traveling pubic and recommends that the Board proceed with Improvements thereof, and;

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and;

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The public convenience and welfare require improvement of the intersection of Cheshire Road and South 3 B’s & K Road extending approximately one-eighth mile in each direction of the intersection and that the Improvement known as DEL-CR72-5.94 Cheshire Road & 3 B’s & K Intersection Improvements be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: Commissioner Dennis Stapleton is hereby authorized to apply to the OPWC for funds as described above, and;

Section 4: Commissioner Dennis Stapleton is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Vote on Motion    Mr. Thompson    Aye            Mr. Stapleton    Aye            Mr. O'Brien            Aye

Information for Cheshire Road & 3B’s & K Intersection Improvements

DISTRICT 17 - SCIP/LTIP  
Narrative for Ranking – Round 26  
DEL-CR72-5.94 Cheshire Road & 3 B’s & K Intersection Improvements  
Delaware County

1. Infrastructure Needs of the District	0-24 points
<u>The total ADT (2011) entering the intersection is 5,000 vehicles per day. The projected 2032 traffic entering the intersection is 13,200 vehicles per day.</u>	
2. The Age and Condition of the System to be Repaired	0-24 points
<u>The main purpose of this project is to improve an intersection that has poor sight distance and geometric design deficiencies, and a history of crashes. The intersection geometry is substantially the same as it was as originally constructed prior to 1900 and has never underwent a major reconstruction. Cheshire Road was upgraded from a chip seal road to an asphalt surface road prior to 1991.</u>	
3. Generation of Revenue in the Form of User Fees or Assessments	0 to -16 points
<u>This project generates no user fees or assessments.</u>	
4. Importance of the Project to Health & Safety	0-24 points

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*This improvement will provide an increase in the health and safety of users through construction of a modern roundabout. Studies have shown modern roundabouts reduce accidents by more than 50% compared to traditional intersections, and virtually eliminate all severe crashes due to the lower speeds approaching a roundabout.*

*The recent construction of a nearby middle school and district bus garage has significantly increased school traffic at this intersection and created a tremendous need for improvements at this intersection.*

*The crash rate at the intersection between 2007 and 2010 was 1.37 crashes per million entering vehicles, which is 6 times the statewide average for similar intersections.*

5. Cost of the Project & Consistency with ORC 164.05	0-16 points
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*Delaware County is requesting a grant.*

6. Effort/Ability of the Subdivision to Assist in Financing the Project	0-16 points
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*Delaware County will provide local funding at 66% of the construction cost.*

7. Overall Economic Health of the Subdivision	0-16 points
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*Delaware County continues to grow at the fastest rate of any county in Ohio. The growth in development and residential/commercial traffic causes the need for regular improvements to an old and under-designed infrastructure. The intersection of Cheshire & 3 B's & K Roads is an example of an improvement that has been needed for some time, but has had to wait for other higher priority projects.*

*Regarding Delaware County's Median Household Income, the Subdivision's Median Household Income is 100% of that of the County.*

8. Adequacy of the Planning for the Project and Readiness of the Applicant to Proceed	0-10 points
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*The Delaware County Engineer is committed to complete this project on time and on budget. Final construction plans are complete and right of way acquisition is estimated to be complete by May 1, 2012. The construction contract will be ready to bid when grant agreement is issued (approximately July 1, 2012).*

9. Any other Factors	0-35 points
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A) Project Priority 0-15 points

*This project is Priority #1 on the County Capital Improvement plan.*

B) Impact on Community and Jobs 0-10 points

*This project will have significant benefits to this community. Upon completion, the roadway will provide good level of service to the users in this area. This project will employ temporary labor through a Contractor.*

C) Previous SCIP/LTIP Funding 0-5 points

*Delaware County has received SCIP/LTIP funding in previous years for bridge construction projects.*

D) Points are awarded based on total of the grant, loan and/or credit enhancement requested 0-5 points

*The requested grant amount is \$486,200.*

10. Overall Project Soundness	0-15 points
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*The Delaware County Engineer has performed all design engineering at the County's expense and will perform all construction engineering "in-house" using the office's engineering staff. Therefore, 0% of SCIP/LTIP funding will be used for engineering. Also, the County has or will pay for all right-of-way with no assistance from OPWC. 100% of funding sought from OPWC for this project will go directly toward construction of the project.*

*This project meets all applicable AASHTO and ODOT design standards for roadway construction within the project limits.*

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IN THE MATTER OF ACCEPTING THE AWARD AND APPROVING SUPPLEMENTAL  
APPROPRIATIONS FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT  
(VOCA/SVAA) FOR VICTIM SERVICES:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Grant # 2012VAGENE445  
Source: VOCA- Ohio Attorney General  
Grant Period: October 1, 2011 – September 30, 2012

Federal Grant Request Amount: \$62,459.00  
Local Match: \$20,820.00  
Total VOCA Grant Amount: \$83,279.00

Grant # 2012SAGENE445  
Source: SVAA- Ohio Attorney General  
Grant Period: October 1, 2011 – September 30, 2012

Federal Grant Request Amount: \$ 2,106.00  
Local Match: \$ 0.00  
Total VOCA Grant Amount: \$ 2,106.00

Total Grant Amount: \$85,385.00

The acceptance of the grant allows us to continue the employment of out victim services assistant and civil protection order specialist. Without either of these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

Supplemental Appropriations  
23612302-5101 VOCA SVAA/Health Insurance \$ 5,832.00

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-1049

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY  
BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND  
FAMILY SERVICES AND PPG FOR INCUMBENT WORKER TRAINING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Director of Jobs & Family Services recommends approval of the following agreement with PPG for Incumbent Worker Training;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following agreement with PPG for Incumbent Worker Training.

DELAWARE COUNTY  
INCUMBENT WORKER TRAINING  
AGREEMENT

This Agreement is entered into this 3rd day of October, 2011 by and between the Delaware County Board of County Commissioners (“Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, (hereinafter Board and DCDJFS collectively “Delaware County”) and PPG(hereinafter, “EMPLOYER”) whose address is 760 Pittsburgh Drive, Delaware, Ohio 43015 (hereinafter individually “Party,” collectively, “Parties”).

Purpose of Agreement

The purpose of this Agreement is to state the covenants and conditions under which EMPLOYER, for and on behalf of Delaware County, will provide Incumbent Worker Training to EMPLOYER’s existing employees in Delaware County, Ohio. Incumbent Worker Training (IWT) is to support training projects that will benefit local business and industry by assisting the skill development of existing employees, thereby increasing employee productivity and growth of the company. The training is intended to improve retention of jobs and result in layoff aversion.

Incorporation of Appendices

The following appendices and forms are attached hereto and all of which by this reference are fully incorporated

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into and made a part of this Agreement:

- Appendix I, General Information and Eligibility
- Appendix II, Incumbent Worker Training Plan
- Appendix III, Incumbent Worker Training Budget
- Appendix IV, Employee Retention / Layoff Aversion Plan
- Appendix V, Incumbent Worker Training Cost Reporting Form
- Appendix VI, Incumbent Worker Training Trainee Information and Outcomes Form
- Appendix VII, Assurances and Certifications
- Appendix VIII, Types of Incumbent Worker Training
- Appendix IX, Allowable, Unallowable, and In-Kind Costs
- Declaration Regarding Material Assistance/No Assistance To A Terrorist Organization Form
- Certification/Affidavit in Compliance with O.R.C. Section 3517.13

1. Scope of Services
2. EMPLOYER shall provide IWT in accordance with Appendices II, III, and IV.
3. Reimbursement for IWT

In exchange and as good and valuable consideration for providing IWT in a manner that is both acceptable and satisfactory to Delaware County, the EMPLOYER agrees to accept as full reimbursement for such IWT the lesser of the following: (1) The maximum amount of Twenty one thousand seven hundred twenty three dollars and thirty two cents (\$ 21,723.32) or (2) the amount of actual expenditures made by EMPLOYER for purposes of providing the IWT. See Appendix III.

#### **Maximum Reimbursement**

It is expressly understood and agreed that in no event shall the total compensation to be reimbursed under this Agreement exceed the maximum of Twenty one thousand seven hundred twenty three dollars and thirty two cents (\$ 21,723.32). See Appendix III.

#### **Incumbent Worker**

An incumbent worker is an employed worker who is in need of additional skills in order to avoid layoff. IWT would support further job retention and career development for improved economic self-sufficiency for employed workers, especially those most vulnerable to job loss, and increase the capability of the employing firm(s) to access and retain skilled workers.

The employers have determined that their workforce requires training in order to help:

- workers maintain employment,
- upgrade workers' skills, and
- maintain wages earned by employees

Workers participating in IWT will benefit by enhancing existing skills, learning new skills, earning employer or industry recognized credentials, in addition to retaining employment, maintaining their careers, and/or increasing their earnings potential. IWT will also allow the opportunity for backfilling vacated positions resulting from the promotion of newly trained workers.

**All IWT participants must be authorized to work in the United States. If applicable, male applicants must be registered for the Selective Service.** Documentation may be satisfied by an employer statement that ensures all trainees meet this requirement and documentation must be made available upon request.

#### **Layoff Aversion**

**The United States Department of Labor (USDOL) is requiring that all IWT conducted under this program must be for layoff aversion.**

Layoff aversion involves a continuum of strategies targeted to specific employers or industries that are experiencing a decline and have the potential to undergo layoffs, or are experiencing a serious skills gap that impacts their ability to compete and retain workers. A layoff is considered to be averted when:

1. a worker's job is saved at an existing employer facing a risk of downsizing or closing; or
2. a worker at risk of dislocation faces a brief gap of unemployment when transitioning to a different job with the same employer or is hired at a new job with a different employer.

Layoff aversion strategies for workers may include:

- providing workers with training services to assist them with retaining their present jobs, or placement into new jobs, or
- retraining workers with new technologies within the same company, when the company is at risk of closure or downsizing.

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Appropriate data that includes a comprehensive business retention/layoff aversion plan must be available to verify the need for layoff aversion services for monitoring documentation purposes.

Employer Performance Requirements

Timeline

The following table summarizes EMPLOYER training and reporting expectations for the IWT program.

Requirement	Timing
Submit Completed/Signed Agreement (this document)	At Time of Initial Application
Submit Completed Appendix I, General Information and Eligibility Form	At Time of Initial Application
Submit Completed Appendix II, Incumbent Worker Training Plan	At Time of Initial Application
Submit Completed Appendix III, Incumbent Worker Training Budget	At Time of Initial Application
Submit Completed Appendix IV, Employee Retention / Layoff Aversion Plan	At Time of Initial Application
Submit Completed DMA, Declaration Regarding Material Assistance/No Assistance To A Terrorist Organization Form	At Time of Initial Application
Submit Completed Certification/Affidavit in Compliance with O.R.C. Section 3517.13 Form	At Time of Initial Application
Complete Incumbent Worker Training defined in Appendix II	After IWT agreement is signed and approved
Submit invoice to Delaware County for reimbursement of IWT costs.  Mail invoice to: Delaware County Job and Family Services 4565 Columbus Pike Delaware, Ohio 43015 Attention: IWT Program Monitor	Within 30 calendar days of completion of the training project and not later than June 30, 2012
Submit completed Appendix V, Incumbent Worker Training Cost Reporting Form	Must accompany invoice as supporting detail
Submit completed Appendix VI, Incumbent Worker Training Trainee Information and Outcomes Form	Must accompany invoice as supporting detail

Signatures

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf.

Effect of Signature

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

Appendix I  
General Information & Eligibility

COMPANY NAME		PPG Industries Ohio, Inc.		NAICS CODE		325510	
AUTHORIZED COMPANY REPRESENTATIVE				Jeff Eagleton		TITLE Maintenance Superintendent	
PHONE		740-368-7435		EMAIL		@ppg.com	
				FAX			
STREET/MAILING ADDRESS 760 Pittsburgh Dr.							
CITY Delaware				STATE	OH	ZIP	43015
				COUNTY Delaware			
DATE OF INCEPTION OF BUSINESS				YEARS IN BUSINESS AT PRESENT LOCATION 46 years			
TOTAL NUMBER OF CURRENT FULL-TIME EMPLOYEES IN DELAWARE COUNTY FACILITY(S) : 345							
LEGAL STRUCTURE OF BUSINESS							
<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION							
(DESIGNATION _____)							
FEDERAL TAX ID#				UNEMPLOYMENT COMPENSATION ID#			



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BRIEF COMPANY DESCRIPTION (PLEASE INCLUDE SERVICES AND/OR PRODUCTS)	
ESTIMATED TOTAL AMOUNT SPENT ON TRAINING ANNUALLY:	
IS YOUR COMPANY RECEIVING / APPLYING FOR ANY OTHER PUBLIC TRAINING FUNDS? <input type="checkbox"/> yes <input type="checkbox"/> no IF YES, EXPLAIN:	
HAS YOUR COMPANY HAD AN IWT AGREEMENT IN THE PAST OR WITH A DIFFERENT AGENCY? <input type="checkbox"/> yes <input type="checkbox"/> no IF YES, BRIEFLY DESCRIBE OUTCOME/STATUS:	
IF YOUR COMPANY IS MINORITY OWNED, PLEASE CHECK ALL APPLICABLE <input type="checkbox"/> Women-owned <input type="checkbox"/> African-American owned <input type="checkbox"/> Hispanic/American owned <input type="checkbox"/> Asian-American owned <input type="checkbox"/> Native-American owned <input type="checkbox"/> Other minority owned: (specify):	
DOES YOUR COMPANY USE ONE-STOP EMPLOYMENT CENTER SERVICES? <input type="checkbox"/> yes <input type="checkbox"/> no IF YES, CHECK APPLICABLE: <input type="checkbox"/> list job openings <input type="checkbox"/> job fairs <input type="checkbox"/> testing & assessment <input type="checkbox"/> mass hires <input type="checkbox"/> other IF NO, WHY NOT? IF NO, DO YOU AGREE TO LIST ALL FUTURE OPENINGS WITH THE ONE-STOP? <input type="checkbox"/> yes <input type="checkbox"/> no IF NO, WHY NOT?	
BUSINESS & TRAINEE ELIGIBILITY	
<input type="checkbox"/> yes <input type="checkbox"/> no	IS YOUR COMPANY PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DISBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN TRANSACTIONS BY U.S DEPARTMENT OF LABOR OR THE STATE OF OHIO?
<input type="checkbox"/> yes <input type="checkbox"/> no	DOES YOUR COMPANY HAVE ANY OUTSTANDING TAX LIABILITY TO THE STATE OF OHIO?
<input type="checkbox"/> yes <input type="checkbox"/> no	IS YOUR COMPANY ON THE MOST RECENT LIST ESTABLISHED BY THE OHIO SECRETARY OF STATE THAT WOULD IDENTIFY THEM AS HAVING MORE THAN ONE (1) UNFAIR LABOR PRACTICE CONTEMPT OF COURT FINDING?
<input type="checkbox"/> yes <input type="checkbox"/> no	DOES YOUR COMPANY HAVE ANY OUTSTANDING CIVIL, CRIMINAL, OR ADMINISTRATIVE FINES OR PENALTIES OWED TO OR PENDING IN THE STATE OF OHIO?
<input type="checkbox"/> yes <input type="checkbox"/> no	HAS YOUR COMPANY RELOCATED TO OHIO WITHIN THE LAST 120 DAYS?  IF "YES", DID YOUR COMPANY LAY OFF WORKERS AT YOUR FORMER LOCATION? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> NA
<input type="checkbox"/> no <input type="checkbox"/> yes	DOES YOUR COMPANY HAVE ALL OF THE APPROVALS, LICENSES, OR OTHER QUALIFICATIONS NEEDED TO CONDUCT BUSINESS IN THE STATE AND ALL ARE CURRENT?
<input type="checkbox"/> no <input type="checkbox"/> yes	EMPLOYEES TO BE TRAINED ARE AUTHORIZED TO WORK IN THE UNITED STATES (documentation on file)
<input type="checkbox"/> no <input type="checkbox"/> yes	MALE EMPLOYEES TO BE TRAINED HAVE REGISTERED FOR MILITARY SELECTIVE SERVICE (documentation on file)

Appendix II  
Incumbent Worker Training Plan

DESCRIBE DESIRED TRAINING (Allowable types of training are defined in Appendix VIII)  
The desired training will result in our maintenance people becoming state certified welders, specifically with stainless and high carbon steel certification.

CREDENTIALS, CERTIFICATES, OR LICENSES TO BE EARNED BY TRAINEES

State certification (welders with stainless / high carbon steel applications)  
PLANNED NUMBER OF TRAINING HOURS 480  
PLANNED TRAINING START DATE June 22, 2011  
PLANNED TRAINING END DATE June 30, 2012  
TOTAL \$\$ AMOUNT REQUESTED (calculated on Appendix III) \$23,658.32  
PLANNED NUMBER OF TRAINEES 15

TRAINING PROVIDER INFORMATION

Training organization: 0 public 0 private 0 employee-trainer  
Training delivered: 0 on-site 0 training institution 0 remote site

If remote site, list location: 0 online or e-media

TRAINING PROVIDER ELIGIBILITY and SELECTION PROCESS – employer must use one of the three options below:  
0 Ohio Statewide WIA Eligible Training Provider Link to WIA Eligible Training Provider List : <https://ohiomeansjobs.com/etpo/>  
0 Selected Competitively With Bid Process (3 or More Providers Considered .Documentation must be retained by employer and available upon request)  
0 Unique or Sole Source Provider – please attach detailed justification if considered unique or sole source:

NAME OF TRAINING PROVIDER Delaware Area Career Center  
AUTHORIZED TRAINING PROVIDER REPRESENTATIVE Sue Rowland  
TITLE Director of Adult Operations  
PHONE 740-548-0708 ext. 3206

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EMAIL Rowlands@delawareareacc.org  
FAX 740-549-1397  
STREET/MAILING ADDRESS 4565 Columbus Pike  
CITY Delaware  
STATE OH  
ZIP 43015  
COUNTY Delaware

Appendix III  
Incumbent Worker Training Budget

Training funds cannot be used to reimburse any training costs occurring before this IWT agreement is approved.

Reimbursement will only occur after Delaware County Department of Job and Family Services receives verification of training completion and outcomes, paid invoices, and costs associated with the employer contribution. No partial reimbursements will be made prior to the completion of the total project.

Reimbursement will be based on actual costs up to the maximum amount of the IWT Assistance Requested from Delaware County defined in the table below. The maximum amount shall not exceed the Maximum Reimbursement as set forth in the Delaware County Incumbent Worker Training Agreement.

Allowable, unallowable, and in-kind costs are defined in Appendix IX

Budget Category (show calculations on separate attachment if needed)	IWT Assistance Requested from Delaware County	Employer Contribution (cash or in-kind)	Total
Instructor (non-employee) Wages FORMULA:	\$14,850.00	\$	\$14,850.00
Tuition (break out costs, including hours) FORMULA:	\$	\$	\$
Curriculum development FORMULA:	\$	\$	\$
Materials/supplies/textbooks (itemize) FORMULA:	\$8,808.32	\$115.89	\$8,924.21
Small equipment/tools required for the training project (itemize) FORMULA:	*not eligible for reimbursement*	\$ *must become property of trainee	\$
Unreimbursed wages paid to trainees during the training period (must be for time outside the trainee's normal workday, no overtime allowed) FORMULA:	*not eligible for reimbursement*	\$ 24,445.60	\$ 24,445.60
Other costs (Facility Use Fees) FORMULA	\$	\$	\$
Other costs : Lodging FORMULA:	\$	\$	\$
Other costs : Meals FORMULA:	\$	\$	\$
Travel (domestic only): Mileage FORMULA	\$	\$	\$
Other costs FORMULA:	\$	\$	\$
Other costs FORMULA:	\$	\$	\$
TOTAL	\$ 23,658.32	(match % for total employer contribution must be at least 50% unless approved as customized training) \$ 24,561.49	\$ 48,219.81

Appendix IV  
Employee Retention / Layoff Aversion Plan

A COMPREHENSIVE LAYOFF AVERSION PLAN (WITH APPROPRIATE DATA) MUST ACCOMPANY THIS APPLICATION TO VERIFY THE NEED FOR RETENTION / LAYOFF AVERSION SERVICES (TRAINING TO BE FUNDED REFERENCED IN THIS APPLICATION). PLEASE DETAIL YOUR PLAN BELOW. PLEASE PROVIDE ATTACHMENTS IF NEEDED.

As a requirement set forth by our insurance vendor we are to maintain in our maintenance team a certified welder with specific training / certification in welding pipe in excess of 2" both stainless and high carbon steel. We previously met this requirement with staff that have since retired or are otherwise no longer with our company. We have also maintained this requirement outsourcing to contractors, however that practice is neither practical nor cost efficient. This training is intended to meet industry standards while retaining our current staff bringing

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their credentials up to par.

Appendix V  
Incumbent Worker Training  
Cost Reporting Form

Budget Category (show calculations on separate attachment if needed)	IWT Assistance Requested from Delaware County (Planned Initially)	IWT Assistance Requested from Delaware County (Actual- Now That Training Is Complete)	Employer Contribution (Planned Initially)	Employer Contribution (Actual- Now That Training Is Complete)
Instructor (non-employee) Wages FORMULA:	\$14,850.00		\$	\$
Tuition (break out costs, including hours) FORMULA:	\$		\$	\$
Curriculum development FORMULA:	\$		\$	\$
Materials/supplies/textbooks (itemize) FORMULA:	\$8,808.32		\$ 115.89	\$
Small equipment/tools required for the training project (itemize) FORMULA:	*not eligible for reimbursement*	*not eligible for reimbursement*	\$*must become property of trainee	\$*must become property of trainee
Unreimbursed wages paid to trainees during the training period for hours paid outside of normal workday (no overtime allowed) FORMULA:	*not eligible for reimbursement*	*not eligible for reimbursement*	\$ 24,445.60	\$
Other costs (Facility Use Fees) FORMULA:	\$		\$	\$
Other costs : Lodging FORMULA:	\$		\$	\$
Other costs : Meals FORMULA:	\$		\$	\$
Travel (domestic only): Mileage FORMULA:	\$		\$	\$
Other costs FORMULA:	\$		\$	\$
Other costs FORMULA:	\$		\$	\$
TOTAL	\$23,658.32	1. \$	\$24,561.49	\$

1.
- Represents amount Employer is invoicing Delaware County for IWT cost reimbursement. Appropriate copies of expense receipts, training provider invoices, and supporting detail, etc. substantiating actual costs must accompany this report. This amount shall not exceed the Maximum Reimbursement as set forth in the Delaware County Incumbent Worker Training Agreement.

Appendix VI  
INCUMBENT WORKER TRAINING  
TRAINEE INFORMATION AND OUTCOMES FORM  
(required for each trainee)  
General Information

First Name		Last Name			MI
Social Security Number	Date of Birth	Gender (M/F)	Authorized to Work in The U.S.?	Registered For Military Selective Service	
			<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> NA	

Training Hours and Dates

Planned Training Hours	Actual Training Hours
Planned Training Start Date	Actual Training Start Date
Planned Training End Date	Actual Training End date

Trainee Outcomes	Yes/No
Completed the Training Program	<input type="checkbox"/> yes <input type="checkbox"/> no

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Received Vocational Skill Certificate – list:	<input type="checkbox"/> yes <input type="checkbox"/> no
Received Other Credential – list:	<input type="checkbox"/> yes <input type="checkbox"/> no
Remained Employed With Employer Upon Completion of Training	<input type="checkbox"/> yes <input type="checkbox"/> no
Started Employment With a New Employer Upon Completion of Training	<input type="checkbox"/> yes <input type="checkbox"/> no
Received Wage Increase Starting Wage \$\$: Ending Wage (after training complete) \$\$:	<input type="checkbox"/> yes <input type="checkbox"/> no
Received Promotion	<input type="checkbox"/> yes <input type="checkbox"/> no
Received Other Positive Outcome Please List	<input type="checkbox"/> yes <input type="checkbox"/> no

- Copies of credentials or certificates earned should accompany this form

Appendix VII  
Assurances and Certifications

SECTION 1: SCOPE OF SERVICES

Delaware County hereby agrees to engage the EMPLOYER and the EMPLOYER shall perform all the necessary services under this Agreement.

SECTION 2: TIME OF PERFORMANCE

The term of this Agreement is dependent upon the complexity of the training to be provided, experience and/or education level of the trainee, local limitations, and the availability of funds. In no event shall the term of this Agreement extend beyond June 30<sup>th</sup>, 2012.

SECTION 3: DISBURSEMENT

- A. Delaware County shall reimburse to the EMPLOYER based upon invoices submitted and receipt of required documentation as outlined in the Agreement.
- B. Invoices shall be submitted and received at the Delaware County Employment Center office located at 4565 Columbus Pike ,Delaware, Ohio 43015 no later than thirty (30) calendar days after the completion of training. Non-adherence to this schedule may make this agreement null and void.

SECTION 4: TERMINATION

- A. Automatic Termination

This Agreement shall automatically terminate upon the cancellation, in whole or in part, of either Federal or State assistance/funding to Delaware County which supports the IWT program.

- B. Termination for Cause:

Delaware County may terminate this Agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. Delaware County shall promptly notify the EMPLOYER in writing of the determinations and the reasons for termination, together with the effective date.

- C. Termination for Convenience:

Delaware County or EMPLOYER may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. Delaware County shall allow full credit to the EMPLOYER for the Federal share of the non-cancellable obligations, properly incurred by the EMPLOYER prior to termination.

- D. No Obligation After Effective Date of Termination:

In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any reimbursed expenses reasonably and necessarily incurred in satisfactory performances of the Agreement prior to the effective date of termination. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to Delaware County for damages sustained by Delaware County by virtue of any breach of the Agreement.

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**SECTION 5: TERMS AND CONDITIONS**

- A. In the event of any modification, termination, or other amendment to the Workforce Investment Act, either by the act of Congress or administratively by the President of the United States, Delaware County reserves the right to terminate or otherwise modify this Agreement at its option, notwithstanding any other provision of the Agreement.
- B. At any time during normal business hours and as often as Delaware County, the State of Ohio, USDOL and/or Comptroller General of the United States or any of their representatives or agents may deem necessary, EMPLOYER shall make available to same for examination of all its records with respect to all matters covered by this Agreement and will permit same to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
- C. The EMPLOYER agrees to hold harmless Delaware County for ineligible costs and insures that Delaware County shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit.
- D. The EMPLOYER agrees to indemnify and hold harmless Delaware County and insure that Delaware County shall be relieved of liability and damages sustained by virtue of any act or failure to act by the EMPLOYER.
- E. At the direction of Delaware County, the EMPLOYER shall establish such procedures and reporting requirements as are necessary. The EMPLOYER shall invoice Delaware County in accordance with Delaware County's current invoice guidelines. It is hereby mutually understood and agreed that the administration and professional implementation of all WIA programs is the responsibility of Delaware County. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the USDOL, the State of Ohio, and the WIA Program Administrator of Delaware County.
- F. The EMPLOYER and Delaware County may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the EMPLOYER's compensation, which are mutually agreed upon between Delaware County and the EMPLOYER, shall be incorporated by written amendment to this Agreement.
- G. The EMPLOYER shall not assign any interests in the Agreement without prior mutual agreement between the EMPLOYER and Delaware County and written amendment to this Agreement.
- H. All trainees are considered employees of the EMPLOYER as of the date of hire and that they are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
- I. Appropriate Worker's Compensation shall be provided to all trainees by and at the sole expense of the EMPLOYER.
- J. The EMPLOYER shall insure appropriate standards for health and safety in work and training situations.
- K. The EMPLOYER assures that no former employee is on layoff in the same or similar position as the position for which this Agreement is being written and approved.
- L. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
- M. Trainees shall be provided wages, benefits, and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal or State minimum wage.
- N. No funds may be used to assist in relocating the EMPLOYER's company or parts thereof from one area to another, especially if said relocation results in a loss of employment at the original location.
- O. The EMPLOYER assures compliance with all applicable business licensing, taxation, and insurance requirements.
- P. The EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this Agreement.
- Q. The EMPLOYER agrees to adhere to the rules and regulations of the Workforce Investment Act, as amended.

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- R. No trainee hired under this Agreement shall be subjected to discrimination because of race, color, religion, sex, national origin, age, handicap, sexual orientation, political affiliation, or solely because they are participating in WIA under this Agreement.
- S. The EMPLOYER will comply with all applicable Federal, State and Local laws, rules, and regulations which deal with or are related to the employment of persons who perform work or are trained under this Agreement.
- T. Parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for them, particularly those with whom they have family, business, or other ties.
- U. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through administrative processes and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
- V. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.
- W. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities.
- X. The EMPLOYER certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Y. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.

**SECTION 6: COLLECTIVE BARGAINING (IF APPLICABLE)**

- A. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of an existing collective bargaining agreement or agreement for services. The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no program funded by WIA which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
- B. No funds received from this Agreement shall be used to either promote or oppose unionization.

**SECTION 7: WORKFORCE INVESTMENT ACT OF 1998**

Workforce Investment Act of 1998 (WIA): **Sec. 181 (d) Relocation.** (1) *Prohibition on use of funds to encourage or induce relocation.* No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States. (2) *Prohibition on use of funds for customized or skill training and related activities after relocation.* No funds provided under this title for an employment and training activity shall be used for customized or skill training, on- the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

**SECTION 8: EEO/AFFIRMATIVE ACTION**

As a condition to the award of financial assistance from the Department of Labor under 29CFR37.20 Title I of WIA, the EMPLOYER assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following:

Section 138 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity.

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against



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qualified individuals with disabilities:

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age and

Title IX of the Education Amendments of 1972 as amended, which prohibits discrimination on the basis of sex in educational programs.

The EMPLOYER also assures that it will comply with 20 CFR part 37 and all other regulations implementing the laws listed above. This issuance applies to the Employer's operation of the WIA Title I financially-assisted program or activity, and to all agreements the EMPLOYER makes to carry out the WIA Title I financially assisted program or activity. The EMPLOYER understands that the United States has the right to seek judicial enforcement of this assurance.

#### SECTION 9: RETENTION OF RECORDS

The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include, but are not limited to, financial, statistical, property, and participant records, and supporting documentation. Records for nonexpendable property shall be retained for whichever period is longer, six (6) years or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun and audit has not been completed, or if a claim is instituted involving the agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from WIA.

#### SECTION 10: CONFIDENTIALITY OF INFORMATION

To the extent feasible and permissible by law, Delaware County will honor an applicant's request that confidential information submitted to Delaware County will remain confidential. Delaware County will treat the information as confidential only if: (1) the information is, in fact, protected confidential information such as trade secrets or privileged or confidential commercial or financial information not defined as public record, (2) the information is specifically identified as confidential by the applicant, and (3) no disclosure of the information is required by law or judicial order. If the application is approved, honoring of confidentiality of identified data shall not limit Delaware County's right to disclose the details and results of the project to the public.

#### SECTION 11: INDEMNITY

- A. To the fullest extent of the law and without limitation, EMPLOYER agrees to indemnify and hold free and harmless Delaware County and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to EMPLOYER'S performance of this Agreement or the EMPLOYER'S actions or omissions including, but not limited to, the performance, actions or omissions of any of the EMPLOYER'S boards, officers, officials, employees, volunteers, agents, servants and representatives. EMPLOYER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that EMPLOYER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. EMPLOYER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that EMPLOYER shall 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.
- B. EMPLOYER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the EMPLOYER or EMPLOYER'S boards, officers, officials, employees, volunteers, agents, servants and representatives .

#### SECTION 12: DMA FORM STATEMENT

EMPLOYER 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, EMPLOYER agrees make such certification by completing the declaration of material assistance/no assistance 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.

#### SECTION 13: CAMPAIGN FINANCE-COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any Agreement for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or

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services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the Agreement includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Employer/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit Delaware County from entering, proceeding, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part thereof.

**SECTION 14: INDEPENDENT CONTRACTOR**

The EMPLOYER agrees that it is an independent contractor and shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor, the EMPLOYER and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the DCDJFS, the Board, or Delaware County, Ohio. The EMPLOYER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

**SECTION 15: FINDINGS FOR RECOVERY**

The EMPLOYER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**SECTION 16: DRUG FREE ENVIRONMENT**

The EMPLOYER agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The EMPLOYER shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**SECTION 17: NOTICES**

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received :

**DELAWARE COUNTY:**

Angela Thomas  
Acting Director  
Delaware County Department of Job and Family Services  
140 North Sandusky Street, 2<sup>nd</sup> Floor  
Delaware, Ohio 43015

Fax: (740) 833-2299

**EMPLOYER:**

**PPG Industries Ohio, Inc.**  
**760 Pittsburgh Drive**  
**Delaware Ohio 43015**  
**Jeff Eagleton**  
Fax: \_\_\_\_\_

**SECTION 18: 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.

**SECTION 19: SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

**SECTION 20: ENTIRE AGREEMENT**

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 the Parties.



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All training delivered under the IWT program is **restricted to skill attainment activities**. The training should benefit workers by making them more qualified in their line of business and/or by providing them with skills for new products or processes. It is desired that the training results in credentials or industry recognizable skills that promote the worker's career and increases the overall employability.

Allowable types of training for incumbent workers:

- **Skills upgrade training:** short-term training that enhances occupation-specific skills or basic skills that lead to a credential/certificate. See TEGL 17-05 at web link below for definition of a credential or certificate.  
[http://wdr.doleta.gov/directives/attach/TEGL17-05\\_AttachB.pdf](http://wdr.doleta.gov/directives/attach/TEGL17-05_AttachB.pdf)
- **Customized training:** see WIAPL 09-07 for details; minimum employer match of 10% required depending on number of employees. **Reimbursements of trainee wages are disallowed.** See WIAPL 09-07 at web link below for definition of customized training.  
<http://jfs.ohio.gov/owd/WorkforceProf/Docs/WIAPL-09-07.2.pdf>
- **Occupational skill training (ITAs):** training that leads to a credential or a certificate as defined in TEGL 17-05 . See TEGL 17-05 at web link below for definition of a credential or certificate.  
[http://wdr.doleta.gov/directives/attach/TEGL17-05\\_AttachB.pdf](http://wdr.doleta.gov/directives/attach/TEGL17-05_AttachB.pdf)

Appendix IX  
Allowable, Unallowable, and In-Kind IWT Costs

**Program Design**

The project must include an employer contribution of at least 50% of the total cost of training, unless utilizing the customized training waiver, in which case the match may be no lower than 10%. Either a cash or in-kind contribution of goods or services provided by the applicant employer is an acceptable match. Examples of in-kind match include but are not limited to:

- Unreimbursed wages paid to the trainees during the training period (must be outside regular hours unless customized training and straight pay only)
- Small equipment purchased for the training project (must become property of trainee)
- Materials
- Supplies
- Facility costs
- Domestic travel

All projects will be performance-based, with specific measurable outcomes for both participants (i.e. wage increase, job retention, and new skills) and employers (i.e. avert layoff, introduce new technology, and lower employee turnover).

**Allowable Costs for Incumbent Worker Training Program**

Allowable costs may include:

- Tuition
- Domestic travel
- Instructor / trainer salaries
- Curriculum development
- Textbooks, manuals, training software, materials and non-consumables
- Other necessary and reasonable costs directly related to training

**Unallowable Costs for Incumbent Worker Training Program**

Unallowable costs include but are not limited to:

- Foreign travel,
- Purchase or lease of capital equipment,
- Encouragement or inducement of a business or part of a business to relocate from any location in the United States,
- Use of IWT funds to pay for a worker's training wages
- Use of IWT funds to train management employees in management skills such as Six Sigma and LEAN.

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Nay

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Thompson**

- Busy Time Of Year
- Heroes Breakfast Coming Up In November
- Unemployment Issues; Budget And Holidays

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**Commissioner O’Brien**  
-County Budget Cuts And Effects On Central Ohio Youth Center  
-EMA Meeting Later Today  
-911 Board Meeting Tuesday

**Commissioner Stapleton**  
-Administration Is Working On The Budget Letter  
-Surrounding Counties News Article On Budget Cuts; Union County 12% Cuts  
-Collective Bargaining And Medical Cost Issues

(Other Business Topic: Information On A Possible Future Resolution Approving A Commitment Letter For A MORPC Sustainable Communities Regional Planning Grant Application)

**RESOLUTION NO. 11-1050**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:**

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:15AM.

Vote on Motion   Mr. O'Brien      Aye      Mr. Thompson      Aye      Mr. Stapleton      Aye

**RESOLUTION NO. 11-1051**

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

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:30AM.

Vote on Motion   Mr. Thompson      Aye      Mr. O'Brien      Aye      Mr. Stapleton      Aye

**RESOLUTION NO. 11-1052**

**IN THE MATTER OF REVISING RESOLUTION NO. 11-1038 (SCHEDULING A SPECIAL COMMISSIONERS’ SESSION FOR WEDNESDAY OCTOBER 5, 2011, AT 9:45AM FOR ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF OR SALE OF PROPERTY FOR PUBLIC PURPOSES) TO ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION; TO CONSIDER THE PURCHASE OF OR SALE OF PROPERTY FOR PUBLIC PURPOSES AND FOR COLLECTIVE BARGAINING:**

It was moved by Mr. O’Brien, seconded by Mr. Thompson to revise resolution no. 11-1038 (scheduling a special commissioners’ session for Wednesday October 5, 2011, at 9:45am for adjourning into executive session to consider the purchase of or sale of property for public purposes) to adjourning into executive session for consideration of appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or public official; for pending or imminent litigation; to consider the purchase or sale of property for public purposes and for collective bargaining.

Vote on Motion   Mr. O’Brien      Aye      Mr. Stapleton      Aye      Mr. Thompson      Aye

There being no further business, the meeting adjourned.

**SIGNATURE LINES TO FOLLOW ON NEXT PAGE**

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Ken O’Brien

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners