

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 10, 2015

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Jeff Benton, Commissioner

1
RESOLUTION NO. 15-1449

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 3, 2015:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 3, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 15-1450

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1209:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1209 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Facilities Department	Job and Family Services	22411605-5331	\$ 9,500.00
Tuttle Construction	Environmental Services	68011916-5410	\$ 14,079.78
Bound Tree	EMS Medical Supplies	10011303-5243	\$ 6,106.99
ACME	Job and Family Client Travel	22411601-5348	\$ 4,800.00
EMT Trans	Job and Family Client Travel	22411601-5355	\$ 12,000.00

PR		<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
<u>Number</u>	<u>Vendor Name</u>			
R1505695	OHIGUIDESTONE	RESIDENTIAL TREATMENT	22511607 5342	\$15,000.00
R1505700	-MILES IN MINUTES TRANSPORTATION	TRANSPORTATION SERVICES	22511607 5355	\$6,000.00

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

5
RESOLUTION NO. 15-1451

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

The Director of the Child Support Enforcement Agency is requesting that Janelle Pyle attend a Case Intake Training class in Columbus, Ohio from January 11-12, 2016 at no cost.

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The Director of the Child Support Enforcement Agency is requesting that Brandy Krouse, Margaret Long and Jason Porter attend a Case Management class in Columbus, OH from February 23-24, 2016 at no cost.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**6
RESOLUTION NO. 15-1452**

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF NOVEMBER 2015:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for November 2015;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of November 2015.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**7
RESOLUTION NO. 15-1453**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Adriel School, Inc. PO Box 188 West Liberty, Ohio 43357 \$90,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Buckeye Ranch 5665 Hoover Road Grove City, Ohio 43123 \$150,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
The Village Network	A. Maintenance

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<p>2000 Noble Drive Wooster, Ohio 44691</p> <p>\$140,000.00</p>	<p>B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
<p>St. Vincent Family Centers 1490 East Main Street Columbus, Ohio 43205</p> <p>\$200,000.00</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
<p>Ohio Guidestone 202 East Bagley Road Berea, Ohio 44017</p> <p>\$20,000.00</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**§
RESOLUTION NO. 15-1454**

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND MARION GOODWILL INDUSTRIES, INC. FOR JOB COACHING SERVICES AND WORK READINESS PROGRAMS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, the Director of Jobs & Family Services recommends approval of the first amendment to the contract with Marion Goodwill Industries, Inc.;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following first amendment to the contract with Marion Goodwill Industries, Inc. for Job Coaching Services and Work Readiness Programs.

**First Amendment
To
Contract For Job Coaching Services
And Work Readiness Programs
Between
Marion Goodwill Industries, Inc. and Delaware County**

This First Amendment of the Contract For The Provision of Job Coaching Services is entered into this 10th day of December, 2015 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Marion Goodwill Industries, Inc. (hereinafter "Provider") whose address is 340 West Fairground Street, Marion, Ohio 43302 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract For Job Coaching Services on February 23, 2015

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

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NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:

A. The contract service period for this contract shall be extended to March 31, 2016.

2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

9

RESOLUTION NO. 15-1455

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE WORK INVESTMENT ACT LOCAL AREA 7 ONE STOP OPERATIONS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, the Director of Job & Family Services recommends approval of the Memorandum of Understanding for the Work Investment Act Local Area 7 One Stop Operations;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Memorandum of Understanding for the Work Investment Act Local Area 7 One Stop Operations:

**Memorandum of Understanding
for
Local Area 7
Workforce Development System**

The Area 7 Board which is the local area workforce development board (Board), Deborah Lieberman, Montgomery County Commissioner, which is the Local Area Chief Elected Official (CEO), Montgomery County, which is the fiscal agent for purposes of this MOU, and the local required and additional partners (identified in attachment and referred to collectively as "partners") enter into this Memorandum of Understanding (MOU). All parties agree that the purpose of this MOU is to document the roles and responsibilities the parties have negotiated and mutually agreed upon for the operation and funding of the local area workforce development system and the OhioMeansJobs center(s) in Local Area 7 (Area). All parties understand that this MOU is not a legally enforceable agreement.

Required & Additional Partners – Per WIOA Section 121(b)(1)(B): See attached Partner & Services Matrix's.

Definitions

A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the Board and the CEOs to be included as a partner in the local area workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.

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- B. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in the local area.
- C. **Career Services:** Services that must be provided through the local workforce development system to adults or dislocated workers as authorized under each partner's program. Services are listed in Article IV of this MOU and defined in the One Stop Services Document (attached).
- D. **Chief Elected Official:** When used in reference to a local area, is the chief elected executive officer of the units of general local government in a local area.
- E. **Common Costs:** Per WIOA Section 121(i), is the costs of services commonly provided through local area partner programs to any individual, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner's program, and other similar services that may be chargeable to more than one program. These costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- F. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- G. **Cost Allocation:** Measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by local area chief elected officials to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the local area.
- I. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
1. Displaced homemakers.
 2. Low-income individuals.
 3. Indians, Alaska Natives, Native Hawaiians.
 4. Individuals with disabilities (including youth).
 5. Older individuals.
 6. Ex-offenders.
 7. Homeless individuals.
 8. Youth that are in, or have aged out of, the foster care system.
 9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
 10. Eligible migrant and seasonal farmworkers.
 11. Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
 12. Single parents—including single pregnant women.
 13. Long-term unemployed individuals.
- J. **Infrastructure Costs:** Per WIOA Section 121(h)(4), it is the costs necessary for the general operation of OhioMeansJobs (aka "One-Stop") centers to be shared by a local area and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive

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technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.

- K. Local Area: A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- L. Local Plan: The local area workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the local area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Plan that will achieve performance goals.
- M. Local Workforce Development Board (Board): The board appointed by a local area’s chief elected official(s) and certified by the Governor or designee per WIOA Section 107 to be responsible for administration and oversight of the local area workforce development system in collaboration with the required and additional partners and local workforce stakeholders.
- N. Local Workforce Development System: The system established in accordance with WIOA Section 121 through which career services, access to training services, employment and training activities, and partner programs and activities as well as related support and specialized services are made available to workers and employers in a local area.
- O. Ohio Governor’s Office of Workforce Transformation (OWT): Created by the Ohio Governor under Executive Order 2012-02K to coordinate and align workforce policies, programs and resources across state government to improve effectiveness, efficiency, and accountability.
- P. OhioMeansJobs: The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local areas to use this common identifier.
- Q. OhioMeansJobs Center: Referred to in in WIOA as “One-Stop” centers, it is the term used collectively under the Ohio workforce system brand, “OhioMeansJobs” for the comprehensive, affiliate, and specialized centers that operate in a local area and make WIOA programs, services, and activities available to job seekers and employers.
- R. OhioMeansJobs Center Operator: One or more entities selected in accordance with WIOA Section 121(d) to operate an OMJ center and to perform OMJ service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- S. Proportionate Share: The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner’s program receives from participation in the local workforce development system.
- T. Required Partner: An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) required to make the services and activities under the partner’s program available through the local workforce development system.
- U. Resource Sharing: The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
- V. Shared Services: For purposes of this MOU, it is a shared function or activity that benefits more than one partner program and partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- W. Specialized Center: A site in the local area that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters and includes a process to make referrals to the comprehensive OhioMeansJobs Centers and affiliate centers.

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- X. **State Workforce Development Board:** The Governor’s Executive Workforce Board established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio’s workforce development system.
- Y. **State Infrastructure Funding Mechanism:** The method the state will use to calculate the amounts that each partner must provide to fund the infrastructure costs of the local workforce development system in the event that local area representatives and partners cannot reach a consensus agreement on how infrastructure costs will be shared. The method is described in Article VI of this MOU.
- Z. **State Plan:** The workforce plan developed with WIOA, and approved by the DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.

AA. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.

BB. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, enacted to amend the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

Article I: Local Workforce Development System Description

- A. **Overview & General Description:** The local workforce development system includes 43 counties (listed below), 11 Comprehensive OhioMeansJobs center(s), 32 Affiliate center(s), and 0 Specialized centers as identified in the table below.

	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1	Allen (Comprehensive)	1501 S Dixie Highway Lima OH 45802	Allen	7:00 to 6:00
2	Ashland (Affiliate)	15 W Fourth St. Ashland OH 44805	Ashland, Holmes, Wayne	8:00 to 4:00
3	Champaign (Affiliate)	1512 South US Hwy 68, Bay 14	Champaign, Clark, Logan, Madison, Union	8:30 to 4:00
4	Clark (Comprehensive)	1345 Lagonda Ave. Springfield OH 45503	Champaign, Clark, Logan, Madison, Union	8:00 to 4:30
5	Clinton (Affiliate)	1025 S South St Suite 500 Wilmington	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
6	Coshocton (Affiliate)	725 Pine St. Coshocton OH 43812	Coshocton, Guernsey, Licking, Muskingum	7:00 to 4:00
7	Darke (Affiliate)	603 Wagner Ave Greenville OH 45331	Darke, Miami, Preble, Shelby	8:00 to 4:00

8	Defiance (Affiliate)	1300 E. Second St., Suite 202 Defiance, OH 43512	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
9	Delaware (Affiliate)	140 North Sandusky Street Hayes Administration Building, 2 nd Fl	Delaware, Knox, Marion, Morrow	8:00 to 4:30

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10	Erie (Affiliate)	221 W. Parish St. Sandusky, OH 44870	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
11	Fayette (Affiliate)	1270 U.S. Rte. 62 S.W. Washington Court House, OH 43160	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
12	Fulton (Affiliate)	604 S. Shoop, Ste. 110 Wauseon, OH 43567	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
13	Gallia (Affiliate)	848 Third Ave. Gallipolis, OH 45631-1661	Gallia, Jackson, Lawrence	7:00 to 5:00
14	Greene (Affiliate)	581 Ledbetter Rd. Xenia, OH 45385	Clinton, Fayette, Greene, Highland, Montgomery	7:30 to 5:00
15	Guernsey (Affiliate)	324 Highland Ave. Cambridge, OH 43725	Coshocton, Guernsey, Licking, Muskingum	7:30 to 4:00

	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
16	Hancock (Comprehensive)	7814 Cty. Rd. 140, P.O. Box 270 Findlay, OH 45839-0270	Hancock, Wood, Wyandot	8:00 to 4:30
17	Henry (Affiliate)	104 E. Washington St., Hahn Center, Stes. 201-215, P.O. Box 527 Napoleon, OH 43545	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
18	Highland (Affiliate)	1575 N. High St., Ste. 100 Hillsboro, OH 45133	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
19	Holmes (Affiliate)	85 N. Grant St., P.O. Box 72 Millersburg, OH 44654-0072	Ashland, Holmes, Wayne	7:30 to 4:30
20	Huron (Affiliate)	185 Shady Lane Dr. Norwalk, OH 44857-2373	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
21	Jackson (Affiliate)	25 E. South St. Jackson, OH 45640	Gallia, Jackson, Lawrence	8:00 to 4:30
22	Knox (Comprehensive)	17604 Coshocton Rd. Mount Vernon, OH 43050	Delaware, Knox, Marion, Morrow	7:30 to 4:30
23	Lawrence (Comprehensive)	120 N. Third St. Ironton, OH 45638	Gallia, Jackson, Lawrence	8:00 to 4:30
24	Licking (Comprehensive)	998 E. Main St. Newark, OH 43055	Coshocton, Guernsey, Licking, Muskingum	8:00 to 5:00
25	Logan (Affiliate)	211 E. Columbus Ave. Bellefontaine, OH 43311	Champaign, Clark, Logan, Madison, Union	8:00 to 4:15
26	Madison (Affiliate)	200 Midway St. London, OH 43140	Champaign, Clark, Logan, Madison, Union	8:00 to 5:00

27	Marion (Affiliate)	622 Leader Street Marion, Ohio 43302-2230	Delaware, Knox, Marion, Morrow	8:00 to 4:30
28	Miami (Affiliate)	2040 N. County Rd. 25-A Troy, OH 45373	Darke, Miami, Preble, Shelby	8:00 to 5:00
29	Montgomery (Comprehensive)	1111 S. Edwin C. Moses Blvd. Dayton, OH 45422-3600	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 5:00
30	Morrow (Affiliate)	619 W. Marion Rd. Mt. Gilead, OH 43338-1280	Delaware, Knox, Marion, Morrow	8:00 to 4:30
31	Muskingum (Affiliate)	445 Woodlawn Ave. Zanesville, OH 43701	Coshocton, Guernsey, Licking, Muskingum	7:30 to 4:30
32	Ottawa (Affiliate)	8043 W. St. Rte. 163 Oak Harbor, OH 43449	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30

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33	Paulding Affiliate)	252 Dooley Dr., Ste. B Paulding, OH 45879	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
34	Preble (Affiliate)	1500 Park Ave. Eaton, OH 45320	Darke, Miami, Preble, Shelby	7:30 to 4:30
35	Putnam (Affiliate)	1225 E. Third St., P.O. Box 259 Ottawa, OH 45875	Defiance, Fulton, Henry, Paulding, Putnam, Williams	7:00 to 4:30
36	Sandusky (Comprehensive)	2511 Countryside Dr. Fremont, OH 43420	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
37	Seneca (Affiliate)	900 E. Cty. Rd. 20 Tiffin, OH 44883	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
38	Shelby Comprehensive)	227 S. Ohio Ave. Sidney, OH 45365	Darke, Miami, Preble, Shelby	7:30 to 4:00
39	Union (Affiliate)	940 London Ave., Ste. 1500, P.O. Box 389, Marysville, OH 43040-0389	Champaign, Clark, Logan, Madison, Union	7:30 to 5:00
	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
40	Wayne (Comprehensive)	358 W. North St. Wooster, OH 44691	Ashland, Holmes, Wayne	7:30 to 4:30
41	Williams (Comprehensive)	1425 E. High St. Suite #107 Bryan, OH 43506	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
42	Wood (Affiliate)	1928 E. Gypsy Lane Rd., P.O. Box 679, Bowling Green, OH 43402	Hancock, Wood, Wyandot	8:00 to 4:30
43	Wyandot (Affiliate)	120 E. Johnson St. Upper Sandusky, OH 43351	Hancock, Wood, Wyandot	8:00 to 4:00

B. Administrative Structure

1. State Workforce Development Agency: The Ohio Department of Job & Family Services (ODJFS), Office of Workforce Development (OWD), 4020 East 5th Avenue, Columbus, Ohio 43219. OWD Grants Administration, in collaboration with the Ohio Governor's Office of Workforce Transformation, has responsibility for the administration and oversight of Ohio's workforce development system at the state and local levels.
2. Chief Elected Officials (CEOs): Deborah Lieberman, Montgomery County Commissioner, 451 W Third St, 11th Floor, Dayton OH 45422. The CEO is responsible for the selection of the Board members, the development of by-laws for Board structure and operations, and general oversight of the Board activities.
3. Local Workforce Development Board (Board): Area 7 Board, 570 E Leffel Lane, 3rd Floor, LRC, Springfield, OH 45505. The Board is responsible for oversight and operation of the local workforce development system, which includes (with the agreement of the CEOs), the development of the local plan and the selection of OhioMeansJobs center operators.
4. Fiscal Agent: Montgomery County, 1111 S Edwin C Moses Blvd., Dayton OH 45422. For purposes of this MOU, the fiscal agent is the party responsible for tracking shared local workforce development system costs, collection of partners' financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.
5. Comprehensive OhioMeansJobs Center Operator: See table above and attached Partner & Services Matrix. Services and activities under all required programs are made available to local job seekers and employers.
6. Affiliate OhioMeansJobs Center Operator: See table above and attached Partner & Services Matrix. One or more required/optional programs, services, and activities are available to local job seekers and employers.

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7. Specialized OhioMeansJobs Center Operator: See table above and attached Partner & Services Matrix.

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2015, until June 30, 2016, unless an extension is granted per Section B of this Article.
- B. This MOU will be renewed at the end of the MOU period identified in Section A, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2016.

Article III: Partner Responsibilities

- A. WIOA identifies the following minimum responsibilities for required partners in each local area workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.
1. Provide access to partner programs and activities through the local workforce Development system.
 2. Use a portion of funds made available to partner's program or activities to provide applicable career services and to maintain the local workforce development system—including infrastructure costs—in accordance with Article VI of this MOU.
 3. Continue as a party to this MOU and enter into renewal MOUs as long as participating as a partner in the local workforce development system.
 4. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
 5. Required partners will provide representation on Area's 7 Board and if called upon to serve on the State Workforce Development Board.
- B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, the partners will:
1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
 2. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188 and in accordance with Article IV, Section F of this MOU.
 3. Following procedures identified in the WIA State and Local Plans for compliance with WIOA Section 188 provisions regarding nondiscrimination. Should WIOA State, Local Plans become finalized and approved during the MOU period, the partners will follow the procedures described in the WIOA plans.
 4. Notification to the Board and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The Board will communicate the changes to the CEOs, local fiscal agent, OhioMeansJobs center operators, and other partners as necessary.
 5. Compliance with OhioMeansJobs center policies and procedures by staff members who work at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies; the partner's policies will prevail.

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6. Cooperation with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
7. Participation and cooperation in data collection and reporting and other activities to track and evaluate performance using state and local performance accountability measures.

Article IV: Coordination of Programs, Services, & Activities

All parties agree to work in cooperation to prevent duplication and to streamline and coordinate services delivered through the local workforce development system as described in this Article. The services are defined in the One-Stop Services document, included to this MOU. Workflow diagram(s) are included to this MOU.

- A. **Coordination of Services** –The entry point for each customer is through the Service Intelligence System (formerly known as SwipeIt). Customers signing in to the Service Intelligence System can self-identify their needed services/partners. They can be routed to the appropriate referrals by resource room staff.
- B. **Accessibility** – The partners will implement the strategies described below to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities: Each one stop will be reviewed for accessibility going into WIOA. Both as part of the One-Stop Certification process and as a proactive measure by the Area 7 Board.
- C. **Basic Career Services**
 1. Eligibility Determination
 2. Outreach, Intake, and Orientation
 3. Initial Assessment
 4. Labor Exchange Services
 5. Labor Market Information
 6. Provider Performance and Program Cost Information
 7. Local Performance Information
 8. Supportive Services' Information
 9. Unemployment Compensation Claim
 10. Eligibility Assistance
- D. **Individualized Services**
 1. Comprehensive and Specialized Assessments
 2. Individual Employment Plan
 3. Group Counseling
 4. Individual Counseling
 5. Career Planning
 6. Short-Term Prevocational Services
 7. Internships/Work Experience
 8. Workforce Preparation Activities
 9. Financial Literacy Services
 10. Out-of-Area Job Search Assistance and Relocation Assistance
 11. English Language Acquisition and Integrated Education and Training Programs
- E. **Business Services**
 1. Labor Exchange Activities/Labor Market Information
 2. Employer Engagement.
 3. Customized Business Services
 4. Other Activities

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- F. **Follow-Up Services** – Services provided to participants who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment. These services assist those individuals to maintain employment or qualify for promotions with that employment.
- G. **Absences** – Each partner will ensure that staff functions are covered in the event of absences or leave as follows: In the event there is an absence, the One-Stop operator or JFS Director will contact the appropriate affiliated office to notify them of the absence.

I. **Service Delivery Summary** – The parties agree that the table below accurately identifies the services to be staffed by each partner, the site(s) where staff will serve, the service delivery schedule, the number of staff that will be providing services at each site and the service delivery method. The parties further agree that any staff assigned to provide a service will be in a job classification appropriate for the particular service and will possess the skills and qualifications to sufficiently perform the functions involved in the delivery of the service.

Code	Delivery Method Description	Code	Method Description
FT	On-site staff, full time	V	Virtual/Electronically
PT	On-site staff, part time	T	Telephone
C	Contractor on-site full time	B	Brochure/Literature
C/PT	Contractor on-site part time	A	Automated System
C/O	Contractor off-site	N/A	Not Applicable

** See Partner & Services Matrix Attached **

Article V: Methods of Referral

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV will be made as follows:

The customers register in Service Intelligence (Swipe-IT) and complete a hard copy registration form along with a customer needs survey. If the customer requests a service provided by a partner, a referral is made either by phone, e-mail or paper referral depending on the partner's preference. Returning customers who require additional core or intensive or training services may also be referred to partners for additional services based on the customer's assessment, Individual Employment Plan, and/or Training Plan. These referrals will be made either by phone, e-mail or paper referral depending on the partner's preference.

Article VI: Cost Sharing

Each partner agrees to pay its allocable share of infrastructure and other shared costs in proportion to use and the benefit received as negotiated and described herein. Costs are identified and calculated in the attached One Stop Budget Planning and Reconciliation Document, which is hereby incorporated.

- A. **Identification of Shared Costs** – The parties agree that the costs listed in the One Stop Budget Planning and Reconciliation Document (attached) are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or use by each partner program.
- B. **Cost Allocation** – The parties agree that each partner's proportionate share of costs will be allocated using the methods described below, which are calculated in One Stop Budget Planning and Reconciliation Document that is attached.
- C. **Reconciliation** - All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles: Sub-Areas will use the Budget to Actual form on a quarterly basis.
- D. **State Infrastructure Funding Mechanism** – In the event that the parties cannot reach a consensus agreement on shared infrastructure costs, the State is required under WIOA Section 121(h)(2) to implement a funding mechanism to calculate and collect each required partner's proportionate share of infrastructure costs payable to the local area. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism in accordance with the ODJFS Workforce Innovation and Opportunity Act Policy Letter once finalized and published. If implemented, the state-calculated infrastructure budget with the

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partners' proportionate share of costs will be included in this MOU (One Stop Budget Planning and Reconciliation Document Attached). The state infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.

All parties expressly understand that WIOA only provides for the State to collect infrastructure funds from **required** partners. However, this does not relieve additional partners from the responsibility to pay their proportionate share of infrastructure costs. It also does not relieve required or additional partners from the responsibility to pay their proportionate share of other shared costs—including the costs for basic career services.

Article VII: Termination/Separation

A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU.
2. Substantial funding cuts by one or more partner programs local workforce development system operations necessitate negotiation of a new MOU.
3. WIOA and the corresponding regulations are repealed.
4. Local area designation is changed.

B. **Partner Separation:** Any single partner may terminate its participation as a party to this MOU upon 30 days written notice to the Board. In such an event, the Board will provide written notice to all remaining partners and to OWD. The Board will also amend this MOU and the Budget per Article VIII. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the impact of the partner(s) termination is so substantial that it necessitates the negotiation of a new MOU.

C. **Effect of Termination:** Any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system and will not be permitted to serve on the state or local workforce development boards as a partner representative. The Board will report termination by a required partner to OWD and to the state agency responsible for the administration of the partners program, as applicable.

D. **Partner Disqualification:** Any required partner that subsequently loses federal funding or the authority to administer a required program must send written notice of the change in status to the Board as soon as possible. The Board will forward the notice to OWD. The entity may continue as an additional partner if mutually agreed by the Board, CEOs, and the remaining partners and if the entity has other resources to pay its proportionate share of costs. The Board will amend this MOU and Budget per Article VIII.

Article VIII: Amendment

A. This MOU and Budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:

1. The addition or removal of a partner from this MOU.
2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.

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- B. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the Board, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the Board that includes:
 - a. The requesting party's name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
 2. If the request is approved, the Board will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the Board. No response by a partner will be considered approval of the requested changes.
 3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the Board in writing within the specified timeframe.
 4. The Board will provide a written response to the partner within 15 days of receipt of the partner's questions. The Board will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft.
 5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the Board for the final signature unless it is an amendment that requires the signatures of all parties, in which case, Board must secure all local signatures and submit to ODJFS for final signature.
 6. The Board will distribute copies of the fully executed amendment to all parties and to OWD.
- C. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
- D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities under this MOU. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the Board, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

Article IX: Confidentiality

- A. All parties acknowledge that program participant information and certain other types of information are considered confidential under federal and state laws. All parties further acknowledge that service delivery and other activities under this MOU will include the use of confidential information for more than one partner program. Each partner agrees to communicate the requirements and restrictions on the use, disclosure, and disposition of confidential data under its program to other partners, partners' staff, OhioMeansJobs center staff, and any other parties that may access confidential data for its program in accordance with the procedures described herein.

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- B. Further, all parties with staff who may receive confidential data in the performance of work under this MOU will ensure that staff are properly informed and effectively trained on the use, protection, disclosure, and disposal of confidential data as well as the penalties for unauthorized use or disclosure under federal and state confidentiality laws. Common safeguards under federal and state confidentiality laws include, but are not limited to:
1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
 2. Authorizing access to such staff members in a written statement to be signed by the staff member that identifies and describes the confidential data, the partner program that owns the data, the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data, and the requirements, restrictions, and penalties under the applicable federal and state confidentiality laws.
 3. Storing confidential data in an area that is physically safe from access by unauthorized persons via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
 4. Segregating each partner program's confidential data separately from other data.
 5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
 6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
 7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
 8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data. Such permission will not be given unless the redisclosure is permitted or required by law and essential to the conduct of the activities under this MOU.
 9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and when possible, deidentifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
- C. The Board will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.
- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program, Staff is required to notify their supervisor and or director, who will then notify Area 7 Executive Director who will notify ODJFS.
- E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:
1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
 2. The Privacy Act (5 USC 552a).
 3. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIOA Section 136(f)(3).
 4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.

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5.7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.

6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
9. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
10. ORC 3304.21 regarding use of information relative to participants of programs administered by the Ohio Rehabilitation Services Commission.
11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
12. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
13. OAC 5101:1-1-03 regarding disclosure of recipient information.
14. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
15. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.

G. Board or its designee will maintain a current list of staff members who are authorized to access personal confidential information for each partner program under this MOU and will identify the types of data and data systems that the authorized staff members are permitted to access.

Article X: Dispute Resolution

- A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute. All parties agree to enlist the procedure detailed in the Area 7 administrative guidance AG-302: One-Stop Memorandum of Understanding and Area 7 Policy P7-202: Complaint Procedures in the resolution of disputes.
- B. Board and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in the in the dispute resolution process.
- C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, The Board will report the dispute to OWD, which will intervene with the parties to resolve the disputes.
- D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required initiate the state infrastructure funding mechanism detailed in Attachment D to this MOU to ensure that infrastructure costs are paid.
- E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that Board and partners have failed to execute an MOU.

Article XI: Limitation of Liability

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To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

Article XII: General Provisions

All parties agree to follow all federal state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally-funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

- A. Jobs for Veterans Act – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. Americans with Disabilities – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. Pro-Children Act – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- D. Drug-Free Workplace. Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. Fair Labor Standards and Employment Practices
 - 1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - 2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
 - 3. Each party agrees to post notices affirming compliance with all applicable federal and state nondiscrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - 4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.
- F. Civil Rights Assurance. The SUBGRANTEE, BOARD and AGENT hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
- G. Work Programs. Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
- H. Ethics Laws. Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

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- I. Conflict of Interest – All parties agree to comply with the following, as applicable:
 - a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS determines that participation would not be contrary to public interest.
 - b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

J. qualifications to Conduct Business – Each party affirms that it and any and all subrecipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its subrecipients or subcontractors for any reason, become disqualified from conducting business in the Ohio, the affected party will notify Board in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

Article XIII: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

Article XIV: Counterpart

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

11
RESOLUTION NO. 15-1456

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Board of Delaware County Commissioners (the “Board”) deems it necessary for the public convenience and welfare to construct a highway improvement known as the East Powell Road Widening Project by construction, reconstruction, installation, replacement, repair, maintenance and improvement of East Powell Road in Delaware County, Ohio (the “Improvement”); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value (“FMV”) for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the “quick take” procedure under section 163.06(B) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

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Property Owner(s)	Interest to be Appropriated	FMV
Calvin Daniels	184-WD, SL, T1, T2	\$35,815.00
David S. Kline & Lorna K. Kline	179-WD, T	\$2,611.00
David B. Pierson & Robin L. Pierson	183-WD, T	\$4,650.00
Megan M. Cannon	175-WD, T	\$4,651.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Delaware County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

12
RESOLUTION NO. 15-1457

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Rural Zoning Commission (the "RZC"), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term for Larry Cline (RZC 5) will expire on December 31, 2015 and Mr. Cline has applied for reappointment;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the RZC for the term specified herein:

Position	Appointee	Term Commences	Term Ends
RZC 5	Larry Cline	January 1, 2016	December 31, 2020

Section 2. The appointment approved in this Resolution shall take effect on January 1, 2016.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

13
RESOLUTION NO. 15-1458

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF ZONING APPEALS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Board of Zoning Appeals (the "BZA"), pursuant to section 303.13 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the BZA to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term for Teresa Watkins (BZA 5) will expire on December 31, 2015, and Ms. Watkins has applied for reappointment;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the BZA for the term specified herein:

Position	Appointee	Term Commences	Term Ends
BZA 5	Teresa Watkins	January 1, 2016	December 31, 2020

Section 2. The appointment approved in this Resolution shall take effect on January 1, 2016.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**14
RESOLUTION NO. 15-1459**

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, Tim Hansley, County Administrator, has submitted his retirement resignation; effective January 15, 2016;

Therefore Be It Resolved, that the Board of County Commissioners accept the retirement resignation of Tim Hansley, County Administrator; effective January 15, 2016.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**15
ADMINISTRATOR REPORTS
-No reports**

**16
COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis**

- LeanOhio funding secured by Bob Lamb for various departments in the county.
- Attended a Community Action meeting last week. Shared some of the organizations helping people out in Delaware County.
- Attended an FCFC meeting yesterday. The Help Me Grow program was discussed.

- Commissioner Benton**
- Attended the Economic Development 411 meeting last Friday
 - Attended the CCAO Conference Monday and Tuesday
 - Will be attending MORPC this afternoon

- Commissioner Merrell**
- Attended the Beautiful awards ceremony last Thursday
 - Gave testimony on the current 911 law this past Tuesday
 - This Saturday there will be the annual "For What it's Worth" breakfast held at the Hardware Exchange
 - Will be helping out P.I.N. this Sunday, handing out food to those in need

**17
RESOLUTION NO. 15-1460**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 10:15 AM.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-1461

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 11:35 AM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners