

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 22, 2021**

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. 21-119

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 18, 2021:

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 February 18, 2021; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
RESOLUTION NO. 21-120

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0219 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0219:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0219, *Procurement Card Payments in batch number PCAPR0219* and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2100203 (Propertyworx)	Facilities Department	10011105-5325	\$50,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2102179	ELITAIRE LLC	COOLING TOWER REPLACEMENT - CARNEGIE BUILDING	40111402 - 5450	\$117,670.00
R2102242	SUEZ TREATMENT SOLUTIONS INC	SPARE UV PARTS FOR ALUM CREEK	66211900 - 5228	\$8,647.34
R2102243	HENRY P THOMPSON CO INC	SPARE UV PARTS FOR HOOVER WOODS - NORTHSTAR AND	66211900 - 5228	\$10,124.72
R2102244	HENRY P THOMPSON CO INC	SPARE UV PARTS FOR OECC	66211900 - 5228	\$5,454.20
R2102252	GILCO	REPLACEMENT PARTS FOR ALUM CREEK PS GAS	66211900 - 5228	\$2,975.00
R2102252	GILCO	SAMPLING MODULE WITH BRACKET - ALUM CREEK PS	66211900 - 5260	\$2,200.00
R2102254	DLZ OHIO INC	MATERIALS TESTING	66611900 - 5410	\$18,774.00
R2102260	YSI INC	REPLACEMENT PARTS FOR YSI INSTRUMENTATION - RSD	66211900 - 5201	\$5,000.00
R2102260	YSI INC	REPLACEMENT PARTS FOR YSI INSTRUMENTATION - RSD	66211900 - 5228	\$5,000.00
R2102260	YSI INC	REPLACEMENT PARTS FOR YSI INSTRUMENTATION - RSD	66211900 - 5260	\$5,000.00
R2102283	CINTAS CORPORATION	SAFETY TRAINING - RSD	66211900 - 5305	\$25,000.00

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

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RESOLUTION NO. 21-121

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT21-0027	Del-Co Water	Hatch Road	Install waterline
UT21-0028	Spectrum	Clark Shaw Road	Place cable in ROW
UT21-0029	Team Fishel	E. Powell Road	Road Bore
UT21-0030	Del-Co Water	Lane Road	Relocate waterline
UT21-0031	Del-Co Water	S. Galena Road	Locate facilities in ROW
UT21-0032	Spectrum	Piatt Road	Place cable in ROW
UT21-0033	Del-Co Water	Liberty Road	Relocate waterlines
UT21-0034	Del-Co Water	Peachblow Road	Relocate waterline
UT21-0035	AEP	Lewis Center Road	Road bore
UT21-0036	Frontier	Corduroy Road	Place cable in ROW
UT21-0037	AEP	Home Road	Install pole & Road bore

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

4

RESOLUTION NO. 21-122

IN THE MATTER OF APPROVING AN AMENDED COOPERATIVE PROJECT AGREEMENT BETWEEN DELAWARE COUNTY AND RADNOR TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, the County Engineer recommends approval of the Amended Cooperative Agreement with Radnor Township;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Amended Cooperative Agreement with Radnor Township as follows:

**COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
RADNOR TOWNSHIP
AND DELAWARE COUNTY**

RADNOR TOWNSHIP, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as RIVER ROAD IMPROVEMENTS PROJECT, for Round 35 of the OPWC programs.

RADNOR TOWNSHIP will provide the Local Share as described in the OPWC Application for Funding Assistance from the Road fund not to exceed \$85,000, and will pay its Local Share as invoices are due.

Delaware County, through the *Roadway Grant Assistance Program (RGAP)*, will provide matching funds equal to three (\$3) Dollars for every (\$1) Dollar Local Share provided by RADNOR TOWNSHIP, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars (\$150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the

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Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

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

5
RESOLUTION NO. 21-123

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS RIVER BLUFF – SECTION LINE ROAD IMPROVEMENTS PHASE 1 AND RELEASING CONSTRUCTION SURETY:

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

WHEREAS, on November 2, 2020, the Board of Delaware County Commissioners (the “Board”) entered into an Owner’s Agreement with Epcor River Bluff, LLC (the “Owner”) for the project known as River Bluff – Section Line Road Improvements Phase 1 (the “Improvement”); and

WHEREAS, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

WHEREAS, the County Engineer recommends the Board accept the Improvement in accordance with the Owner’s Agreement and release the bond being held as construction surety to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement made for River Bluff – Section Line Improvements Phase 1 in accordance with the Owner’s Agreement and releases the bond being held as construction surety to the Owner.

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

6
RESOLUTION NO. 21-124

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation		
40311458-5319	Radnor Twp #2015-1/Reimbursements-Refunds	384.54

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

7
RESOLUTION NO. 21-125

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR ECONOMIC DEVELOPMENT:

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

Supplemental Appropriation		
21111171-5365	Emergency Rental Assistance/Grant Related Services	353,810.88
21111171-5601	Emergency Rental Assistance/Grants In Aid	5,634,948.42

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

8
MICHAEL FROMMER, COUNTY ADMINISTRATOR
PRESENTATION
SOCIAL SERVICES COMPLEX UPDATE

9
ADMINISTRATOR REPORTS
None

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10**COMMISSIONERS' COMMITTEES REPORTS****Commissioner Benton**

- Byxbe Campus Meeting
- Smart Shopper Cards

Commissioner Lewis

- MORPC Reginal Housing meeting

Commissioner Merrell

- CCAO New Regional Group Formed (Central Counties); planning a meeting/tour hear
- Attended Friday's CCAO Board Meeting
- In Person CCAO Winter Conference; December 2021

12**RESOLUTION NO. 21-126**

**IN THE MATTER OF APPROVING THE EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE
COUNTY, OHIO AND THE UNITED WAY OF DELAWARE COUNTY:**

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

WHEREAS, the Economic Development Director and staff recommend the Emergency Rental Assistance Program Subrecipient agreement between the Board of Commissioners of Delaware County, Ohio and the United Way of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Emergency Rental Assistance Program Subrecipient agreement between the Board of Commissioners of Delaware County, Ohio and the United Way of Delaware County:

**EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT is entered into by and between the Delaware County, Ohio, acting through its Board of County Commissioners, with its address at 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the United Way of Delaware County, with its address at 8999 Gemini Pkwy #100, Columbus, OH 43240 ("Subrecipient").

This Agreement is entered into based on the following representations:

- A. Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the "Act") authorizes the United States Department of the Treasury to make payments to certain recipients to be used to provide emergency rental assistance;
- B. The County is an eligible grantee under the Act and may receive a direct payment, subject to the Act and the emergency rental assistance program ("ERAP" or the "Program") terms;
- C. The County has received payment of ERAP funds from the U.S. Department of Treasury, in the amount of \$5,988,759.30, and is in need of assistance in administering the Program in accordance with the Act and other applicable laws, rules, regulations and polices;
- D. Pursuant to section 307.85 of the Ohio Revised Code, the County may cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the congress of the United States and, for such purpose, may adopt any procedures and take any action not prohibited by the constitution of Ohio nor in conflict with the laws of this state;
- E. The Subrecipient is experienced and qualified in the administration of various federal programs similar to the Program authorized in the Act, and the County has the authority to distribute the ERAP funds to the Subrecipient for administration of the Program upon the terms and conditions stated herein;

Therefore, the County and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." As a condition precedent of this Agreement, the Subrecipient shall submit to the County a Statement of Internal Controls (ICOFR) that is satisfactory to the Delaware County Auditor.

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- b. This Agreement includes:
 - i. Provisions specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform. The Scope of Work is attached hereto as Attachment A, which is, by this reference, fully incorporated herein.
 - ii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the Agreement.
 - iii. A provision specifying that the Subrecipient may use ERAP funds only for allowable costs of providing financial assistance and housing stability services to eligible households as defined in the Act.
 - iv. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the County.
- c. In addition to the foregoing, the Subrecipient and the County will be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. The County's Economic Development Director ("Program Manager") will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the County's liaison with the Subrecipient. As part of his duties, the Program Manager will monitor and document Subrecipient performance.
- b. The contact information for the Program Manager for this Agreement is:

Bob Lamb
Economic Development
Director
91 N. Sandusky Street
Delaware, Ohio 431015
blamb@co.delaware.oh.us

- c. The name and address of the representative of the Subrecipient responsible for the administration of this Agreement is:

United Way of Delaware County
Attn: Brandon Feller, President
PO Box 319
Delaware, OH 43015
bfeller@uwaydelaware.org

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement, including the Attachments A and B, contains all the terms and conditions agreed upon by the parties. The Agreement is subject to the ERAP award term sheet between the County and the U.S. Department of the Treasury attached hereto as Attachment B, which is, by this reference, fully incorporated herein.

(4) EXECUTION; MODIFICATION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original. This Agreement may not be modified except by a written amendment signed by both parties.

(5) BONDING

The Subrecipient shall provide to the County evidence that it is bonded in a sufficient amount to secure faithful performance of its obligations under this Agreement and to cover any obligation of repayment of funding provided under this Agreement in the event repayment is required. Sufficiency shall, at a minimum, equal or exceed the total amount of ERAP funds disbursed to the Subrecipient at any one time.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on February 22, 2021 and shall continue in force and effect until the Program is concluded, including final reporting and auditing, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. Notwithstanding the foregoing, the Subrecipient acknowledges that

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ERAP funds not obligated by September 30, 2021, shall be subject to recapture in accordance with the Act.

(7) FUNDING

- a. The County's performance and obligation to provide funds under this Agreement is contingent upon, and subject to, appropriation by the County's Board of Commissioners.
- b. This is a modified reimbursement agreement. The County will make an initial disbursement to the Subrecipient of \$854,000.00. Any additional amounts will be disbursed on a reimbursement basis.
- c. The Subrecipient may use the ERAP funds only to provide financial assistance and housing stability services to eligible households as defined in the Act. Any payment of financial assistance shall be made subject to, and in strict compliance with, the application, limitation, distribution, documentation, prioritization, and privacy requirements set forth in the Act, as may be further defined by the U.S. Department of the Treasury. Any reimbursements shall be subject to Paragraph (8) INVOICING.
- d. The Subrecipient shall use interest income earned on the initial \$854,000.00 disbursement on eligible grant expenditures. The Subrecipient must track such earned interest income in accordance with Paragraph (10) AUDITS and must return any unused interest income to the County once the Program is concluded.
- e. The County's Program Manager shall reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- f. For the purposes of this Agreement, the term "improper payment" means or includes:
- g. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- h. The provisions of the Act specific to the use of funds shall govern the use of ERAP funds, and any deviation therefrom shall be considered an improper payment.
- i. Not less than ninety percent (90%) of the ERAP funds shall be used to provide financial assistance to eligible households, and financial assistance to eligible households shall be limited to the following categories of expenses:
 - i. Rent, including rental arrears;
 - ii. Utilities and home energy costs, including utilities and home energy costs arrears (for purposes of the Act, these expenses are limited to separately-stated electricity, natural gas, water and sewer, trash removal, and energy costs, such as fuel oil; telecommunication services (telephone, cable, internet) are not considered to be utilities); and
 - iii. Other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak, as defined by the U.S. Secretary of the Treasury.

(8) INVOICING

- a. In order to obtain reimbursements for expenditures in excess of the initial \$854,000.00 disbursement, the Subrecipient must file with the County Program Manager its request for reimbursement and any other information required to justify and support the payment request, including, without limitation, a report of all expenditures as of the date of the request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- b. Reimbursements will be made only for expenditures the County Program Manager provisionally determines are eligible under the Act. However, the County's provisional determination does not relieve the Subrecipient of its duty to repay the County for any expenditures that are later determined by the County or the Federal government to be an improper payment.
- c. The County shall make reimbursement payments for expenditures deemed eligible under the Act in a timely manner not to exceed fourteen (14) days after the receipt of the Subrecipient's reimbursement request. The County shall refuse reimbursement for improper payments and will notify the Subrecipient of any payment it deems an improper payment. For those expenditures the County Program Manager provisionally determines are eligible for reimbursement under the Act, the Board of County Commissioners authorizes the Delaware County Administrator, pursuant to section 305.30 of the Revised Code, to approve the voucher(s) for reimbursement payment(s).

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(9) RECORDS

- a. As a condition of receiving the ERAP funds, and as required by applicable law, the County, the Delaware County Auditor, the Ohio Auditor of State, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement until such time as the Program has been fully audited and any findings have been resolved.

(10) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. The Subrecipient must track all interest income earned from the initial \$854,000.00 disbursement in accordance with GAAP.
- c. When conducting an audit of the Subrecipient's performance under this Agreement, the County must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed and reimbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and the Act, the Subrecipient will be held liable for reimbursement to the County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance.
- e. The Subrecipient must have all audits completed by an independent auditor acceptable to the Delaware County Auditor and the Ohio Auditor of State. The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the County no later than nine months from the end of the Subrecipient's fiscal year.
- f. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following: the County Program Manager; the Delaware County Auditor; and the Ohio Auditor of State, if and as directed by the County.
- g. All ERAP payments and reimbursements are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11) REPORTS

- a. The Subrecipient must provide the County with monthly reports and a close-out report. These reports must include all the information the Act requires for reporting of the current status and progress of the expenditure of ERAP funds, in addition to any other information requested by the County.
- b. Monthly reports are due to the County no later than fifteen (15) days after the end of each calendar month that the Program is active and must be sent each month until submission of the administrative close-out report. The first monthly report due pursuant to this Agreement is due no later than March 15, 2021, for the month ending February 28, 2021.
- c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the County or are not completed in a manner acceptable to the County, the County may withhold further reimbursements until they are completed or may take other action as stated in Paragraph (15) REMEDIES.
- e. The Subrecipient must provide additional Program updates or information that may be required by the County.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by County staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event that the County determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Federal or State authorities. In addition, the County will monitor the performance and financial management by the Subrecipient throughout the period of this Agreement to ensure timely and proper completion of all tasks.

(13) LIABILITY

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The Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County, and agrees to be liable for, and indemnify and hold the County harmless against, any damages, costs, or expenses caused by such acts or omissions.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the County to reimburse payments will, if the County elects, terminate and the County has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the County may make reimbursements or partial reimbursements after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further reimbursement.
- If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the County and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
 - If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the County;
 - If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information; or
 - If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the County may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend reimbursement of all or any part of a request for reimbursement;
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question, or
 - iv. require the Subrecipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible, or
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Subrecipient.

(16) TERMINATION

- a. The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit access to any document, paper, letter, or other material subject to disclosure as required herein.
- b. The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the County because of any breach of this Agreement by the Subrecipient. The County

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may, to the extent authorized by law, withhold reimbursement to the Subrecipient for the purpose of set-off until the exact amount of damages due the County from the Subrecipient is determined.

(17) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) SUBCONTRACTING; SUBAWARDS

- a. The Subrecipient shall not enter into any subcontracts for its obligations under this Agreement but shall directly administer the Program as set forth herein and in accordance with the Act and any regulatory guidance from the U.S. Department of the Treasury.
- b. Subawards of the ERAP funds shall be strictly limited to direct payments of financial assistance as set forth in the Act, which includes payments to landlords or utility providers whenever possible. Only upon a failure in attempts to arrange direct payment to landlords or utility providers may payments be made to eligible households for the expenses meeting the requirements of the Act.

(19) HOUSING STABILITY SERVICES; ADMINISTRATIVE EXPENSES

- a. In accordance with the Act, at least ninety percent (90%) of ERAP funds shall be used for financial assistance payments. The remaining balance of ERAP funds, if any, may be used for housing stability services and administrative expenses.
- b. Housing stability services, if any, are to be provided directly by the Subrecipient and shall include providing eligible households with case management and other services related to the COVID-19 outbreak, as defined by the U.S. Secretary of the Treasury, intended to keep households stably housed.
- c. Administrative expenses shall be strictly limited to the actual costs directly attributable to providing financial assistance and housing stability services, including for data collection and reporting requirements. No other administrative expenses shall be paid for from ERAP funds.
- d. The Subrecipient shall not use any ERAP funds for housing stability services or administrative expenses unless a request for such use, stating the justification therefor, is submitted to the County Program Manager and the County Program Manager provides written approval of the request.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the County and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the County from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Ohio, and venue for any actions arising out of this Agreement will be in the courts of Delaware County, Ohio. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the County under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. If the Subrecipient is allowed to temporarily invest any funds disbursed under this Agreement, they must use the interest earned or other proceeds of these investments only for the authorized use of ERAP funds under the Act.
- g. This Agreement may be charged only with allowable expenses resulting from obligations incurred on or before September 30, 2021. For the purposes of clarity, financial assistance payments may continue after this deadline, provided the payments were approved and obligated on or before this deadline.
- h. Any balances of unobligated ERAP funds are not authorized to be retained and must be refunded to the County immediately for recapture.

(21) LOBBYING PROHIBITION

- a. No funds or other resources received from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by a legislative body or any executive agency.

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- b. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) NON-DISCRIMINATION

The Subrecipient hereby agrees that it will not discriminate against any applicant for financial assistance because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(24) EQUAL OPPORTUNITY EMPLOYMENT

The Subrecipient hereby agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

ATTACHMENT A: SCOPE OF WORK

Pathways to Hope
Operational Plan
February 5, 2021

Summary:

Established in January 2019, Pathways to Hope, a program of United Way of Delaware County (UWDC) Strengthening Families, connects applicants to short-term navigation, conflict mediation and a variety of resources with a goal of establishing safe, secure, stable housing.

As subrecipient of the Emergency Rental Assistance Program in partnership with Delaware County, UWDC will expand this existing program to meet the community need for rent and utility assistance. Existing partnerships with Andrews House and Family Resource Center will remain to provide assistance to families that do not qualify for Emergency Rental Assistance Program.

Intake:

- All applicants are directed to DelawareCountyPathways.com to complete the application.
- Applications are housed in Apricot case management software from beginning to end of process and are kept on file no fewer than 5 years.
- Applicants unable to complete the form online will call the Community Navigation Assistant to apply over the phone. Documents unable to be sent by application or email can be brought to the Family Resource Center via drop box or fax at 740-363-0093. FRC will return all documents to Navigation Assistant.
- The Supervisor of Community Navigation/Director of Community Navigation will review and assign ERA qualifying applications to the community navigators through Apricot. Non-qualifying individuals will be assigned to Family Resource Center through Apricot or referred to other partner organizations as appropriate.

ERA Eligibility:

- Applicants must represent Delaware County households.
- Eligible household expenses include rent, water and sewer, electric, trash removal and gas and fuel oil utilities only. Arrears on all the eligible expenses are also eligible.
- Eligible households are defined as one or more individuals who are obligated to pay rent on a residential dwelling and:
 - Qualified for unemployment benefits
 - Experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly and indirectly, to the novel coronavirus disease
 - Can demonstrate a risk of experiencing homelessness or housing instability, which may include a past due utility or rent notice, or eviction notice, unsafe or unhealthy living conditions or any other evidence of such as determined by the Program Manager
 - The household income that is not more than 80 percent of the area median income for the household as defined by HUD (HUD chart to be used)
- Priority shall be given to applications of eligible households for which the income does not exceed 50 percent of the area median income for the household or in which one or more individuals within the household are unemployed as of the date of the application and have not been employed for the 90-day period preceding such date.
- Cases may remain open through December 31, 2021.
- Arrears that have accrued prior to the application's submission will qualify for assistance but may date no further back than March 13, 2020.

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- No more than 3 months of current rental assistance can be provided at one time. After 3 months the case shall be reviewed again to determine eligibility up to 12 months total.

Local Funds Eligibility:

- Applicants must represent Delaware County households.
- The eligibility is based on the total household income being under the 80% low-moderate income (LMI) amount for a 30- day period. (HUD Income Limit Chart to be used).
- Eligible expenses include rent, mortgage, water and sewer, electric, gas, propane, telephone, internet and/or cell phone bills.
- The maximum grant through Pathways to Hope local funds will be awarded based on available funding and not to exceed \$2,000 per household.
- Referrals and collaborations with other funding sources will be explored to ensure maximum assistance is provided as available.
- Cases will remain open for up to 30 days. The 30 days begins the day assistance was provided.

ERA Process:

1. Navigators accept assigned cases and confirm that there is no personal conflict of interest.
2. Nothing shall preclude a landlord or owner of a residential dwelling from assisting a renter of such dwelling in applying for assistance or applying for such assistance on behalf of a renter of the dwelling; provided, however, that the landlord or owner must do all of the following: obtain the signature of the tenant, which may be electronic; provide the tenant with documentation of the application; and apply any payment received to satisfy the tenant's rental obligations.
3. Confirm all client submitted information is correct on the form, all cases will require:
 - a. Proof of Income (2020 tax return OR equivalent 30-day income)
 - b. Proof of residency
 - c. Demographic information
 - d. Signature
 - e. Landlord Verification or Utility Provider Verification
 - f. W9
 - g. Other bills and documents as needed
4. Unusual cases such as those that require legal counsel will be escalated to the Supervisor of Community Navigation.
5. Check requests under \$10,000 are to be sent to Supervisor of Community Navigation /Director of Community Navigation for approval.
6. Check requests \$10,000 or larger and/or cases with additional complexity will be reviewed on a case by case basis by UWDC Leadership Team (President, Vice President, Director of Collective Impact) prior to approval.
7. A credit card will be used for emergency utility payment (i.e., a service is at risk of immediate disconnection or shut down) and only the Community Navigation Director will have the credit card and ability to make those payments. If the Community Navigation Director is unavailable, a United Way officers' credit card will be utilized.
8. Payments shall be made directly to a landlord or utility provider on behalf of the eligible household, except in cases in which the landlord or utility provider does not agree to accept the payment after outreach to the landlord or utility provider, whereupon payments may be made directly to the eligible household for the express purpose of making payments to the landlord or utility provider. Outreach will be considered complete if a request for participation is sent in writing, by certified mail, to the landlord or utility provider, and the addressee does not respond to the request within 21 calendar days after mailing; or, if the grantee has made at least three attempts by phone or email over a 21 calendar-day period to request the landlord or utility provider's participation. All efforts must be documented. The cost of the mailing would be an eligible administrative cost. Documentation of payments made directly to a landlord or utility provider shall be delivered to the eligible household benefiting from the payments.
9. Supervisor of Community Navigation provides weekly ERA check requests to Buckeye Bookkeeping on a to be determined recurring date.
10. Director of Community Navigation provides reimbursement requests to the Delaware County project manager every other Wednesday.
11. Director of Community Navigation works with treasury grant administrator to provide reports.

Local Funds Process:

1. Family Resource Center accepts assigned cases and confirms that there is no personal conflict of interest.
2. Confirm all client submitted information is correct on the form, all cases will require:
 - a. Proof of Income (2020 tax return OR equivalent 30 day income)
 - b. Proof of residency
 - c. Demographic information
 - d. Signature
 - e. Landlord Verification

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- f. W9
- g. Other bills and documents as needed
- 3. Family Resource Center meets every other Wednesday or as needed to present cases for approval with Supervisor of Community Navigation and Director of Community Navigation. (See outreach for more information on community partner discussions).
- 4. Supervisor of Community Navigation/Family Resource Center provide approved Pathways to Hope check request forms to Andrews House for check processing on Thursdays or as needed.
- 5. Director of Community Navigation provides reports to Delaware County project manager.

Outreach:**Rollout:**

- Emails sent to all previously served Pathways to Hope recipients – Navigation Assistant/Director of Community Navigation
- Emails sent to all previous landlords – Navigation Assistant/ Supervisor of Community Navigation
- Direct calls made to clients who - Navigators
 - Submitted multiple applications
 - Received \$1,500+ or more in assistance
- Direct calls made to landlords - Navigator Supervisor
 - Westerville Estates
 - Delaware 89
 - Dooley's Orchard/Creekside
 - Whitesands
 - Crystal Lakes
 - Additional outreach locations identified by staff
- Housing Partner Meetings – Director of Community Navigation
 - Del-Mor Dwellings
 - Delaware Metro
 - Family Promise
 - Heart of Ohio
 - Women's City Club
 - Jobs and Family Services
 - Bridges Community Action
- Notification to larger network – Director of Community Navigation
 - Faith-based agencies
 - Government
 - Schools
 - Re-entry
 - Support Services
- Joint County Press Release – Director of Community Navigation
- Social Media – Director of Community Navigation
 - Facebook
 - Twitter
 - Instagram
 - Nextdoor
 - Youtube tutorial

Ongoing

- Community events - Director of Community Navigation and Navigation Assistant work together to compile list of community events for staff to attend.
- **Continual** enrollment days at previously identified high need areas organized by Supervisor of Community Navigation with support from team. Additional outreach days may be added as needed.
- **Every other week** community partner check-in call to discuss trends, outreach, referral, etc. hosted by Director of Community Navigation with Pathways to Hope partners:
 - Andrews House
 - Bridges Community Action
 - Delaware City Schools, Family Resource Center
 - Jobs and Family Services, PRC Program
 - People in Need, Inc.
 - Salvation Army
 - United Way of Delaware County
- Regular use of social media on multiple UWDC accounts and platforms by Director of Community Navigation with support from Navigation Assistant.
- Gant chart of monthly outreach tasks to be prepared and maintained by Director of Community Navigation.

We thank the County for this opportunity to partner and serve our residents in need. Should you require additional information, please reach out to Brandon Feller at bfeller@uwaydelaware.org or Kelsey Fox at kfox@uwaydelaware.org.

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

RESOLUTION NO. 21-127

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT AND EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, PENDING OR IMMINENT LITIGATION AND FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

It was moved by _____, seconded by _____ to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment and employment of a public employee or public official, for pending or imminent litigation, and for security arrangements and emergency response protocols.

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

RESOLUTION NO. 21-128

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.

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

RESOLUTION NO. 21-129

IN THE MATTER OF APPROVING PURCHASE ORDER REQUEST R212296 TO UNITED WAY OF DELAWARE COUNTY FOR ECONOMIC DEVELOPMENT DEPARTMENT:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Purchase Order Request R212296 to United Way of Delaware County for Economic Development Department.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton