COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 29, 2026

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

Present:
Jeff Benton, President
Barb Lewis, Commissioner

Absent:
Gary Merrell, Vice President

10:00 A.M. Public Hearing For Consideration Of The Harsh #480 Watershed Drainage Improvement Project

1
RESOLUTION NO. 26-445

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 22, 2026:

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 June 22, 2026; 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 absent Mr. Benton aye

2
PUBLIC COMMENT – No Public Comment

3
RESOLUTION NO. 26-446

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0626*:*

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0626, *memo transfers in batch numbers MTAPR*:

Vendor **Description** **Account** **Amount**

PR Number	Vendor Name	Line Description	Account	Amount
R2603586	AMERICAN ELECTRIC POWER	HYATT GENOA 138KV LINE RELOCATION	44311437-5406	$1,633,465.00
R2603601	STATE SECURITY LLC	REPAIR VALVE BOXES FOR FIRE HYDRANTS - WILLIS	42011438-5410	$23,880.00
R2603617	VILLAGE OF OSTRANDER	FY25 URBAN COUNTY CDBG AWARD	23011717-5365	$154,555.00
R2603618	PEOPLE IN NEED	FY25 URBAN COUNTY CDBG AWARD	23011717-5365	$27,700.00
R2603623	DELAWARE AUTO SALES LLC	RSD 2024 RAM – BACKING DAMAGE	60111901-5370	$6,018.66
R2603638	B & C COMMUNICATIONS INC	VESTA 8.5 UPGRADE	21411306-5320	$16,930.00
R2603641	TCC DELAWARE III LLC	PURCHASE OF PARCELS 419-230-02-001-01	21411306-5320	$17,732,643.50
R2603644	TYLER TECHNOLOGIES	GIS TECHNICAL SERVICES	21411306-5301	$6,200.00

R2603654	FAO USAED HUNTINGTON	CENTRAL ALUM CREEK TECHNICAL ENGINEERING REVIEW	66711900-5410	$89,645.00
R2603690	ENVIROSIM ASSOCIATES LTD	DIGITAL TWIN 1 YEAR SOFTWARE LICENSE AGREEMENT	662116900-5321	$18,000.00

Vote on Motion Mr. Merrell absent Mrs. Lewis aye Mr. Benton aye

4
RESOLUTION NO. 26-447

IN THE MATTER OF A NEW LIQUOR LICENSE FROM TOCA TRAINING CENTERS – COLUMBUS LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D1 and D2 license from TOCA Training Centers – Columbus LLC, located at 409 Orange Point Drive, Lewis Center, OH 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

5
RESOLUTION NO. 26-448

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, LAURA MACGREGOR COMEK, ESQ., REQUESTING ANNEXATION OF 43.362 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on May 28, 2026, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Laura MacGregor Comek, Esq., agent for the petitioners, requesting annexation of 43.362 acres, more or less, from Delaware Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 43.362 acres, more or less, from Delaware Township to the City of Delaware.

Vote on Motion Mr. Merrell absent Mrs. Lewis aye Mr. Benton aye

6
RESOLUTION NO. 26-449

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, LAURA MACGREGOR COMEK, ESQ., REQUESTING ANNEXATION OF 58.558 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on May 28, 2026, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Laura MacGregor Comek, Esq., agent for the petitioners, requesting annexation of 58.558 acres, more or less, from Delaware Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall

enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 58.558 acres, more or less, from Delaware Township to the City of Delaware.

Vote on Motion Mrs. Lewis aye Mr. Merrell Absent Mr. Benton aye

7

RESOLUTION NO. 26-450

A RESOLUTION OF NECESSITY TO LEVY AN ADDITIONAL TAX IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSES OF DEVELOPMENTAL DISABILITIES PROGRAMS AND SERVICES:

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

PREAMBLE

WHEREAS, the amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Delaware County Board of Developmental Disabilities; and

WHEREAS, it is necessary to levy a tax in excess of the ten-mill limitation; and

WHEREAS, the levy would be for the purpose of operation of community programs and services authorized by county boards of developmental disabilities, said purpose being authorized in R.C. 5705.19(L) and R.C. 5705.222; and

WHEREAS, a resolution declaring the necessity of levying an additional tax outside the ten-mill limitation must be approved and certified to the Delaware County Auditor ("Auditor") in order to permit the Delaware County Board of Commissioners (the "Board") to consider the levy of such a tax and must request that the Auditor certify to the Board the following: (1) the total current tax valuation of Delaware County; (2) the number of mills for each one dollar of taxable value that is required to generate a specified amount of revenue; (3) the levy's rate, expressed in dollars, rounded to the nearest dollar, for each one hundred thousand dollars of the Auditor's market value; (4) the dollar amount of revenue, rounded to the nearest dollar, that would be generated by a specified number of mills for each one dollar of taxable value; and (5) an estimate of the levy's annual collections, rounded to the nearest dollar, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list most recently certified by the Auditor under division (A) of section 319.28 of the Revised Code;

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board, at least two-thirds (2/3) of all of the members of the Board concurring, as follows:

1. The amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Delaware County Board of Developmental Disabilities.

2. It is necessary to levy a tax in excess of the ten-mill limitation.

3. Pursuant to R.C. 5705.03(B)(1):

    a. The proposed rate of the tax is 1.8 mills;

    b. The purpose of the tax is the operation of community programs and services authorized by county boards of developmental disabilities, said purpose being authorized in R.C. 5705.19(L) and R.C. 5705.222;

    c. The tax is an additional levy;

    d. The sections of the Revised Code authorizing submission of the question of the tax are R.C. 5705.03, 5705.19(L), 5705.222, and 5705.25;

    e. The term of the tax is five (5) years;

    f. The territory where the tax is to be levied is the entire territory of Delaware County;

    g. The date of the election at which the question of the tax shall appear on the ballot is

November 3, 2026;

h. The ballot measure shall be submitted to the entire territory of Delaware County;

i. The tax will be first levied in tax year 2026 and first collected in calendar year 2027;

j. No territory outside Delaware County is subject to the tax.

4. Pursuant to R.C. 5705.03(B)(1), the Clerk of the Board is hereby directed to certify a copy of this Resolution to the Auditor. The Board hereby requests that the Auditor certify to this Board the following:

   a. The total current tax valuation of Delaware County;

   b. The levy's rate, expressed in dollars, rounded to the nearest dollar, for each one hundred thousand dollars of the Auditor's market value;

   c. The dollar amount of revenue, rounded to the nearest dollar, that would be generated by the levy of 1.8 mills for each one dollar of taxable value; and

   d. An estimate of the levy's annual collections, rounded to the nearest dollar, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list most recently certified by the Auditor under division (A) of section 319.28 of the Revised Code.

5. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. 121.22.

6. This Resolution shall be in full force and effect immediately upon adoption.

Vote on Motion Mr. Merrell absent Mr. Benton aye Mrs. Lewis aye

8

RESOLUTION NO. 26-451

IN THE MATTER OF APPROVING THE 2027 BUDGET FOR THE DELAWARE COUNTY VETERANS SERVICE COMMISSION AND AUTHORIZING THE NECESSARY LEVY TO RAISE THE AMOUNT APPROVED:

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

WHEREAS, pursuant to section 5901.11 of the Revised Code, on or before the last Monday in May in each year, the Delaware County Veterans Service Commission (the "Commission") shall meet and determine in an itemized manner the probable amount necessary for the aid and financial assistance of persons entitled to such aid and assistance and for the operation of the veterans service office for the ensuing year and prepare and submit a budget to the Delaware County Board of Commissioners (the "Board"); and

WHEREAS, the Commission has prepared and submitted its budget for 2027, in accordance with section 5901.11 of the Revised Code, for the Board's review and approval; and

WHEREAS, the Board, having conducted a review of the proposed budget, shall appropriate funds to the Commission and make the necessary levy, not to exceed five-tenths of a mill per dollar on the assessed value of the property of the county, to raise the amount that the Board approves;

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

Section 1. The Board hereby approves the 2027 budget for the Delaware County Veterans Service Commission, as follows:

5001	Salaries	**$1,050,000**
5004	Overtime	**$5,000**
500 Total		**$1,055,000**
5101	Health Insurance	**$200,000**
5102	Workers Comp	**$10,000**
5120	OPERS	**$138,000**
5131	Medicare	**$15,000**

510 Total		**$363,000**
5201	Gen Supplies & Equip <1000	**$75,000**
5215	Program Supplies	**$100**
5217	Books and Periodicals	**$100**
5224	Uniforms and Clothing	**$3,000**
5228	Maint & Repair Supply	**$1,000**
5250	Minor tools, equip <$1000	**$2,000**
5260	Inv Tools 1000-4999	**$12,000**
5294	Food Supplies	**$4,000**
520 Total		**$97,200**
5301	Contracted Prof Services	**$30,000**
5305	Training	**$4,000**
5308	Membership	**$2,000**
5309	Travel Mileage Reimbursement	**$18,000**
5310	Travel Nontaxable	**$5,000**
5311	Taxable Travel Reimbursement	**$300**
5312	Advertising & Legal Notices	**$180,000**
5313	Printing	**$5,000**
5316	Application/License Fees	**$1,000**
5317	Public Relations & Promotions	**$110,000**
5320	Software and Computer	**$160,000**
5325	Maint Contracts & Agreements	**$1,300**
5328	Maint/Repair	**$2,000**
5330	Communication Services	**$4,000**
5331	Postal/Freight	**$1,000**
5332	Cell	**$3,000**
5335	Rental	**$75,000**
5338	Utilities	**$0**
5342	Medical/Health Services	**$1,000**
5348	Client Services	**$490,000**
5355	Transportation Services	**$100,000**
5360	Court Related Services	**$70,000**
5380	Other Services	**$300**
5381	Catering Services	**$27,000**
530 Total		**$1,289,900**

5400	Capital	**$0**
540 Total		**$0**

Total	**$2,805,100**

Section 2. The Board hereby authorizes and directs the Delaware County Auditor to make the necessary levy, pursuant to section 5901.11 of the Revised Code, in the amount of 0.198 mills per dollar on the assessed value of the property of the county, to raise the amount approved in Section 1 hereof.

Section 3. The Board hereby directs the Clerk of the Board to certify this Resolution to the Delaware County Auditor and the Delaware County Veterans Service Commission.

Section 4. It is found and determined that all formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of this Board resulting in such formal action were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Revised Code.

Section 5. This Resolution shall be effective immediately upon adoption.

Vote on Motion Mrs. Lewis aye Mr. Merrell absent Mr. Benton aye

9
RESOLUTION NO. 26-452

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS, FIRST AMENDMENTS, AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS ODADAS – HEALTH RECOVERY SERVICES, INC.; AND OHIOMHAS – BELMONT PINES HOSPITAL & RTC:

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 Job & Family Services recommends approval of the contracts, first amendments, and second amendments with ODADAS – Health Recovery Services, Inc.; and OHIOMHAS – Belmont Pines Hospital & RTC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts, first amendments, and second amendments for Child Care Placement providers:

Child Placement Service	**Per diem cost and per diem reimbursement for the following categories**
Name: **ODADAS – Health Recovery Services, Inc.** **Address:** **224 Columbus Rd.** **Athens, Ohio 45701** **This Agreement in effect from** **07/01/2026 through 06/30/2027**	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)

FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ODADAS – HEALTH RECOVERY SERVICES, INC.

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("Agency") and ODADAS – Health Recovery Services, Inc. ("Provider") ("First Amendment") is entered into this June 29, 2026.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 ("Agreement"); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

A. **Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.
Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency,

the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

B. **Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.

C. **Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

D. **Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.

E. **Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.

F. **New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).

G. **New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.

H. **Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.

I. **New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

J. **Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**

Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so

informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

_____ _____

Signature Date

_____
Printed Name

_____
Title

K. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars ($2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

L. **Article XX.F.** The Delaware County Board of Commissioners (Board") shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

A. Exhibits to Agreement.
1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This is exhibit is also referenced as "Schedule A." It is attached to the Agreement labeled "Title IV-E Schedule A Rate Information."

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
1. OPERS Independent Contractor/Worker Acknowledgement.

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

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.
1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator ("Administrator") on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. 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 and is authorized to bind such principal.

F. Auditor's Certification. The Auditor's Certification attached to this First Amendment shall serve as the Auditor's Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

SECOND AMENDMENT TO THE AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ODADAS – HEALTH RECOVERY SERVICES, INC.

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("DCDJFS") and ODADAS – Health Recovery Services, Inc. ("Provider") ("Second Amendment") is entered into this Juen 29, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, "DCFCFC") as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as "Agency."

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 ("Agreement"); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC's funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words "Schedule C" shall be substituted in all instances where "Schedule A" appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:
Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015
Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words "Children's Services Assistant Director" shall be replaced with "Family & Children First Council Coordinator."

Section 1(H) – The words "Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov" shall be replaced with:

"Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov."

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

"Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment."

Section 2(A)(3) - The words "Schedule C" shall be substituted in all instances where "Schedule A" appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

A. Throughout Agreement and First Amendment– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.

B. Custody of Child. At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child's legal guardian/custodian, with follow-up notice given to Agency.

C. Funding – Multiple System Youth

D. Auditor's Certification. The Auditor's Certification attached to this Second Amendment shall apply only to the Second Amendment.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Child Placement Service	**Per diem cost and per diem reimbursement for the following categories**
Name: **OhioMHAS-Belmont Pines Hospital & RTC** **Address:** **615 Churchill Hubbard Rd.** **Youngstown, Ohio 44505** **This Agreement in effect from** **07/01/2026 through 06/30/2027**	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)

FIRST AMENDMENT TO THE AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND OHIOMHAS – BELMONT PINES HOSPITAL & RTC

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("Agency") and OhioMHAS – Belmont Pines Hospital & RTC. ("Provider") ("First Amendment") is entered into this June 29, 2026.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 ("Agreement"); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

A. **Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

B. **Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.

C. **Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

D. **Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.

E. **Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child's medication has changed.

F. **New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).

G. **New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.

H. **Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.

I. **New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

J. **Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so

informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

_____ _____
Signature Date

_____
Printed Name

_____
Title

K. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars ($2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

L. **Article XX.F.** The Delaware County Board of Commissioners (Board") shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

A. **Exhibits to Agreement.**
1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.

3. Exhibit IV – Rate Schedule. This is exhibit is also referenced as "Schedule A." It is attached to the Agreement labeled "Title IV-E Schedule A Rate Information."

B. **Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
   1. OPERS Independent Contractor/Worker Acknowledgement.

C. **Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. **Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. **Signatures.**
   1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator ("Administrator") on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
   2. 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 and is authorized to bind such principal.

F. **Auditor's Certification.** The Auditor's Certification attached to this First Amendment shall serve as the Auditor's Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

SECOND AMENDMENT TO THE AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND OHIOMHAS – BELMONT PINES HOSPITAL & RTC

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("DCDJFS") and OhioMHAS – Belmont Pines Hospital & RTC ("Provider") ("Second Amendment") is entered into this June 29, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, "DCFCFC") as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as "Agency."

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 ("Agreement"); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC's funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words "Schedule C" shall be substituted in all instances where "Schedule A" appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:
Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015
Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words "Children's Services Assistant Director" shall be replaced with "Family & Children First Council Coordinator."

Section 1(H) – The words "Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov" shall be replaced with:

"Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov."

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

"Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment."

Section 2(A)(3) - The words "Schedule C" shall be substituted in all instances where "Schedule A" appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

A. Throughout Agreement and First Amendment– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.

B. **Custody of Child**. At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child's legal guardian/custodian, with follow-up notice given to Agency.

C. **Funding** – Multiple System Youth
D. **Auditor's Certification.** The Auditor's Certification attached to this Second Amendment shall apply only to the Second Amendment.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Vote on Motion Mr. Merrell absent Mrs. Lewis aye Mr. Benton aye

10
RESOLUTION NO. 26-453

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR FAMILY AND CHILDREN FIRST COUNCIL:

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

Supplemental Appropriations

70161603-5305 FCFC General/Training & Staff Development $6,700.00

77361610-5348 Family Centered Svs & Support/Client Services $20,000.00

77361610-5801 Family Centered Svs & Support/Transfers $10,000.00

Transfer of Funds

From	**To**	
77361610-5801	70161603-4601	$1,485.61
Family Centered Svs & Support/Transfers	FCFC General/Interfund Revenue	
77361611-5801	70161603-4601	$2,549.52
Multi-System Youth/Transfers	FCFC General/Interfund Revenue	
77361612-5801	70161603-4601	$10,403.04
Flexible Funding Pool/Transfers	FCFC General/Interfund Revenue	

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

11

RESOLUTION NO. 26-454

IN THE MATTER OF ACCEPTING THE SHERIFF'S OFFICE BUDGET ESTIMATING THE COST OF OPERATING THE JAIL AND FEEDING ITS INMATES FOR 2027:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to accept the Sheriff's Office Budget estimating the cost of operating the jail and feeding its inmates for 2027.

DELAWARE COUNTY JAIL - 2027 ESTIMATED BUDGET

Budget Level	Expenses	2025 ACTUAL	2026 BUDGET	2027 ESTIMATE
5001	SALARY	$ 4,870,339	$ 5,268,411	$ 5,500,000
5002	OVERTIME	$ 1,006,473	$ 1,100,000	$ 1,200,000
5000 Total	***SALARY***	***$ 5,876,812***	***$ 6,368,411***	***$ 6,700,000***
5100 Total	***BENEFITS***	***$ 2,167,776***	***$ 2,571,254***	***$ 2,675,000***
5200 Total	***MATERIALS AND SUPPLIES***	***$ 315,138***	***$ 570,960***	***$ 525,000***
5301	PRISONER FOOD SERVICE	$ 390,191	$ 415,000	$ 450,000
5342	MEDICAL SERVICES	$ 1,923,656	$ 2,224,000	$ 2,250,000
5301-5370	OTHER SERVICES AND CHARGES	$ 561,749	$ 945,495	$ 950,000
5300 Total	***SERVICES AND CHARGES***	***$ 2,875,596***	***$ 3,584,495***	***$ 3,650,000***
5450	EQUIPMENT > $5,000	$ 9,593	$ -	$ 50,000
5452	SOFTWARE > $100,000		$ -	$ -
5400 Total	***CAPITAL EXPENDITURES***	***$ 9,593***	***$ -***	***$ 50,000***
Jail Operating Total		***$ 11,244,915***	***$ 13,095,120***	***$ 13,600,000***
Capital Fund				
5410	BUILDING AND IMPROVEMENTS	$ -	$ 10,658,000	$ *10,700,000*
Grand Total		**$ 11,244,915**	**$ 23,753,120**	**$ 24,300,000**

Vote on Motion Mrs. Lewis aye Mr. Merrell absent Mr. Benton aye

12

RESOLUTION NO. 26-455

IN THE MATTER OF APPROVING THE FIRST ADDENDUM TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF'S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND FLOCK GROUP, INC.:

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

WHEREAS, the Delaware County Sheriff and his staff recommend approval of the addendum to the agreement with Flock Group, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners, Ohio, hereby approve the following addendum to the agreement with Flock Group, Inc.:

FIRST ADDENDUM TO THE MASTER SERVICES AGREEMENT BETWEEN FLOCK GROUP, INC. AND DELAWARE COUNTY, OHIO

This Addendum, effective as of the date of the last signature hereto, is entered into by and between the Delaware County Board of Commissioners, whose principal place of business is 91 N. Sandusky Street, Delaware, Ohio 43015, and the Delaware County Sheriff in their official capacity, whose principal place of business is 1776 State Route 521, Delaware, Ohio 43015 (hereinafter collectively referred to as "County"), and Flock Group, Inc., with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("Flock") (collectively "the Parties"). This Addendum modifies the Master Services Agreement, initially entered into on May 2, 2024 (hereinafter referred to as "the Agreement").

WHEREAS, the Parties previously executed the Agreement for the provision of hardware and services by Flock to County; and

WHEREAS, the Agreement contemplates adding hardware and services for additional compensation only through the execution of subsequent, mutual written agreement; and

WHEREAS, the County desires to acquire additional hardware and services from Flock, and Flock is willing and able to provide said hardware and services;

NOW, THEREFORE, the Parties agree as follows:

The Parties agree, pursuant to Sections 6.1, 7.1, and 11.17 of the Agreement, to execute this Addendum for additional hardware and services as indicated in Quote Number Q-196516, a copy of which is attached hereto. The Parties agree that the total amount due to Flock under Quote Number Q-196516 for the services/deliverables is $56,900, and Section 11.17 is of the Agreement is hereby amended to allow for the full payment of $56,900 for the services/deliverables under Quote Number Q-196516.

Except as set forth in this or any previous Addendum, all other terms and conditions of the Agreement shall remain unchanged and continue in full force and effect. If there is conflict between this Addendum and the Agreement or any earlier addendum, the terms of this Addendum will prevail.

Vote on Motion Mr. Benton aye Mrs. Lewis aye Mr. Merrell absent

13
RESOLUTION NO. 26-456

IN THE MATTER OF APPROVING THE FY25 URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECEIPIENT AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND THE VILLAGE OF OSTRANDER:

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

WHEREAS, County Administration recommends the approval of the FY25 Urban County Community Development Block Grant Subrecipient Agreement between the Board of Commissioners of Delaware County and the Village of Ostrander;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the FY25 Urban County Community Development Block Grant Subrecipient Agreement between the Board of County Commissioners of Delaware County, Ohio and the Village of Ostrander:

SUBRECIPIENT AGREEMENT
BETWEEN
DELAWARE COUNTY, OHIO
AND
VILLAGE OF OSTRANDER, OHIO
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
FOR ENTITLEMENT COMMUNITIES (URBAN COUNTY)

THIS AGREEMENT is entered into on June 29, 2026 by and between Delaware County, Ohio, acting through its Board of County Commissioners, with its address at 91 North Sandusky Street, Delaware, Ohio 43015 (the "Grantee"), and Village of Ostrander, Ohio, with its address at 19 S Main Street, Ostrander, Ohio 43061 (the "Subrecipient").

This Agreement is entered into based on the following representations:

A. The Grantee has qualified as a Community Development Block Grant ("CDBG") Urban County and is entitled to funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), Public Law 93-383;
B. The Grantee has been awarded CDBG funds and has, through its citizen participation plan, identified certain projects eligible for expenditure of CDBG funds, in accordance with the Act and other applicable laws, rules, regulations and polices;
C. 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;
D. The Subrecipient is a [political subdivision/non-profit corporation] that is sponsoring a CDBG eligible project and is experienced and qualified in the administration of federally-funded projects; and
E. The Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing the awarded CDBG funds for the eligible project as a part of the Grantee's FY2025 CDBG Urban County program (the "Program");

THEREFORE, the Grantee and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. Performance under this Agreement is, to the extent required by the Act and its implementing rules and regulations, 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.
b. This Agreement includes:
   i. Provisions specifying a scope of work that clearly establishes the activities that the Subrecipient is required to undertake, specifically the activities eligible under the CDBG program and described in Exhibit A attached hereto and, by this reference, fully incorporated herein (the "Project").
   ii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the duties and obligations required by the Agreement.
   iii. A provision specifying that the Subrecipient may use Program funds only for the Project described herein.
   iv. A provision specifying that any Program funds spent in contravention of this Agreement must be refunded to the Grantee.
   v. In addition to the foregoing, the Subrecipient and the Grantee 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) CONTACTS AND NOTICES

a. The Delaware County Director of Finance ("Program Manager") shall be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Subrecipient. As part of the Program Manager's duties, the Program Manager shall appoint one or more designees to monitor and document Subrecipient performance, including the Delaware County Fiscal Manager and the Grantee's Grant Administration Consultant, Civic Uplift, LLC.

b. The contact information for the Program Manager for this Agreement is:

Justin Nahvi
Director of Finance
91 North Sandusky Street
Delaware Ohio 43015
jnahvi@co.delaware.oh.us

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

Joseph Proemm
Mayor
19 S Main Street
Ostrander, Ohio 43061
jproemm@ostranderohio.us

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.

e. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated above, unless otherwise modified by subsequent written notice.

(3) TERMS AND CONDITIONS

This Agreement, including the Exhibits, contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION; MODIFICATION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original. Execution may be completed by electronic signature processes acceptable to Grantee. This Agreement may be amended or modified at any time provided that such amendment or modification makes specific reference to this Agreement and is executed in writing, signed by a duly authorized representative of each party. Such amendments or modifications shall not invalidate this Agreement, nor relieve or lease the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its sole discretion, amend this Agreement to confirm with Federal or State guidelines, policies, and available funding amounts. If an amendment results in a change in funding, the scope of service, or the schedule of activities to be undertaken as part of this Agreement, then such amendment will be incorporated only by written amendment signed by both parties.

(5) BONDING AND INSURANCE

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200. Without limiting the Subrecipient's obligation in the foregoing sentence, the Subrecipient shall provide the following: (a) Workers' Compensation Insurance coverage in compliance with the laws of the State of Ohio for all of its employees involved in the performance of this Agreement; (b) sufficient general liability, automobile liability, excess liability, and other insurance coverage to protect Subrecipient and Grantee from losses related to the Project; (c) a blanket fidelity bond covering all employees in an amount equal to the subaward from the Grantee; and (d) if the Project includes construction activity, evidence that the general contractor for the Project has provided performance and payment bonds sufficient to secure faithful performance and completion of the Project.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective as of the date all parties have approved and executed this Agreement and shall continue in force and effect until the Program activity authorized herein is concluded, including final reporting and auditing, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. The Subrecipient acknowledges and agrees that Program funds not obligated and spent by the dates set forth in Exhibit A may be subject to recapture. If the Grantee reasonably anticipates that the Program funds are at risk of recapture, then the Grantee may provide written notice to Subrecipient terminating the sub-award, and the Subrecipient shall immediately return to the Grantee any Program funds already distributed to Subrecipient.

(7) FUNDING

a. The Grantee's performance and obligation to provide funds under this Agreement is contingent upon, and subject to, appropriation by the Delaware County Board of Commissioners.

b. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $154,555.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit A and in accordance with performance.

c. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

d. The Subrecipient may use the Program funds only to pay the costs of the Project and for no other purpose.

e. The provisions of the Act specific to the use of funds shall govern the use of Program funds, and any deviation therefrom shall be considered an improper payment subject to recapture.

(8) INVOICING

a. In order to obtain advances, reimbursement, or other disbursement of Program funds, the Subrecipient shall file with the Program Manager its request for funds and any other information required to justify and support the funding 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. Payment will be made only for expenditures the Program Manager provisionally determines are eligible under the Act. However, the Grantee's provisional determination does not relieve the Subrecipient of its duty to repay the Grantee for any expenditures that are later determined by the Grantee or the Federal government to be an improper payment.

(9) RECORDS

a. As a condition of receiving the Program funds, and as required by applicable law, the Grantee, 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. When conducting an audit of the Subrecipient's performance under this Agreement, the Grantee 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."
c. If an audit shows that all or any portion of the funds disbursed 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 Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Subrecipient of such non-compliance.
d. 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 Grantee no later than nine months from the end of the Subrecipient's fiscal year.
e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following: the Program Manager; the Delaware County Auditor; and the Ohio Auditor of State, if and as directed by the Grantee.
f. All Program 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 Program Manager 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 Program funds, in addition to any other information requested by the Program Manager.
b. Monthly reports are due to the Program Manager 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.
c. The close-out report is due sixty (60) days after completion of the activities contemplated in this Agreement.
d. If all required reports and copies are not sent to the Program Manager or are not completed in a manner acceptable to the Grantee, the Grantee may withhold any remaining funds until the reports 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 Program Manager.

(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 Grantee staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Grantee 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 Grantee 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

The Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Grantee, and if the Subrecipient is a private, non-governmental entity, then the Subrecipient further agrees to be liable for, and indemnify and hold the Grantee 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 payment obligations on the part of the Grantee will, if the Grantee elects, terminate and the Grantee has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Grantee may make payments 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 Grantee 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 Grantee 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 Grantee;
    - If any reports required by this Agreement have not been submitted to the Grantee 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 Grantee shall provide the Subrecipient written notice thereof, and the Subrecipient shall have thirty (30) days to cure the Event of Default. If the Subrecipient cures the Event of Default to the Grantee's satisfaction within the thirty (30) day period, this Agreement shall continue in full force and effect, as if the Event of Default had never occurred. If, however, the Subrecipient fails to cure the Event of Default within those thirty (30) days, the Grantee may 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) CONTACTS AND NOTICES 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 Grantee 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 Grantee from pursuing any other remedies in this Agreement or provided at law or in equity. If the Grantee 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 Grantee, or affect the later exercise of the same right or remedy by the Grantee for any other default by the Subrecipient.

(16)SUSPENSION OR TERMINATION

a. In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, including, without

limitation, the following: (i) failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time; (ii) failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement; (iii) ineffective or improper use of funds provided under this Agreement; (iv) submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or (v) the occurrence of the Subrecipient's uncured Event of Default, as stated in Paragraph (15) REMEDIES.

b. 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.

c. 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 Grantee because of any breach of this Agreement by the Subrecipient. The Grantee may, to the extent authorized by law, withhold funding to the Subrecipient for the purpose of set-off until the exact amount of damages due the Grantee from the Subrecipient is determined.

d. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

(17)EXHIBITS

a. All Exhibits 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 Exhibits, the language of the Exhibits will control, but only to the extent of the conflict or inconsistency.

(18)CONTRACTING

a. The Subrecipient shall comply with the applicable procurement and contracting requirements under the Uniform Guidance in selecting and contracting with any contractors for the Project funded under this Agreement. The Subrecipient may utilize the Grantee's Federal Procurement Policy or its own policy that complies with the Uniform Guidance.

b. The Subrecipient shall not subcontract its contractual obligations to administer the Program funds without the Grantee's approval in writing, and Subrecipient shall directly administer the Program as set forth herein and in accordance with the Act and any regulatory guidance.

c. In any contract the Project, the Subrecipient shall require the contractor to indemnify and hold harmless the Grantee. The Subrecipient shall also include the applicable mandatory Federal contract provisions required in 2 CFR 200.

(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 Grantee request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Grantee and with thirty (30) days written notice to the Subrecipient, subject to Subrecipient's cure rights described in Paragraph 15 REMEDIES, cause the termination of this Agreement and the release of the Grantee 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 Grantee under the terms of this Agreement will survive the term of this Agreement.

d. The section headings and subheadings contained in this Agreement, including any Exhibit, are included for convenience only and shall not limit or otherwise affect the terms of the this Agreement.

e. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement, and this Agreement supersedes all prior or contemporaneous communications, proposals, agreements, or understandings, whether electronic, oral, or written, between the parties with respect to the matters set forth herein.

f. This Agreement is subject to the Terms and Conditions set forth in Exhibit B, attached hereto and incorporated herein.

(21) 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.

EXHIBIT A: SCOPE OF SERVICE

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering the Project within the FY2025 CDBG Delaware County Urban County Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The intersection of Main Street and West North Street will be improved to install ADA compliant curb ramps, crosswalks, pavement markings and signage.

General Administration

The Village of Ostrander will administer the oversight of the general contractor that has been selected for the proposed improvements to the noted intersection.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the national objective of improving safety and accessibility for the intersection of Main Street and West North Street with marked crosswalks coupled with the installation of ADA compliant ramps.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity #1	0.33 monthly/1 annually	

The Units of Service is defined as the number of intersection improvements completed within the Village.

D. Staffing

Joseph Proemm – Mayor

Robin Ruff – Fiscal Officer

Tom Justice – Maintenance

Mike Fischer - Maintenance

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of

time, not to exceed thirty (30) days after being notified by the Grantee, then the Grantee may initiate contract suspension or termination procedures.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the effective date of the Agreement and continue in accordance with Section 6 of the Agreement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The Subrecipient shall ensure that funds are obligated and expended for the Project not later than the following dates:

Funds obligated by: July 13, 2026

Funds expended by: September 30, 2026

III. BUDGET

Line Item	Amount:
Salaries	$
Fringe	
Office Space (Program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit	
Other (Intersection Improvements	154,555.00
Indirect Costs (Specify)	
TOTAL	$154,555.00

Any indirect costs charged must be consistent with the conditions of Paragraph IV (C)(2) of this Exhibit. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer the Project in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to: (a) records providing a full description of each activity undertaken; (b) records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program; (c) records required to determine the eligibility of activities; (d) records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance; (e) records documenting compliance with the fair housing and equal opportunity components of the CDBG program; (f) financial records as required by 24 CFR 570.502, and 2 CFR 200; and (g) other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4)

years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for deter- mining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by applicable State or Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, the Delaware County Auditor, the Ohio Auditor of State, the US Department of Housing and Urban Development, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly reports to Grantee for all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the term of the Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the period of performance of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside Delaware County, Ohio with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

I. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

If the Subrecipient is a private, non-governmental entity, then the Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

III. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with applicable Ohio civil rights laws, including, without limitation, Chapter 4112 of the Ohio Revised Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-

discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs III.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance pro- vided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in

which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IV. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (1) Clean Air Act, 42 U.S.C., 7401, et seq.; (2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and (3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

Vote on Motion Mrs. Lewis aye Mr. Merrell absent Mr. Benton aye

14
RESOLUTION NO. 26-457

IN THE MATTER OF APPROVING THE FY25 URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECEIPIENT AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND PEOPLE IN NEED, INC. OF DELAWARE COUNTY OHIO:

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

WHEREAS, County Administration recommends the approval of the FY25 Urban County Community Development Block Grant Subrecipient Agreement between the Board of Commissioners of Delaware County and People in Need, Inc. of Delaware County Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the FY25 Urban County Community Development Block Grant Subrecipient Agreement between the Board of County Commissioners of Delaware County, Ohio and People in Need, Inc. of Delaware County Ohio:

SUBRECIPIENT AGREEMENT
BETWEEN
DELAWARE COUNTY, OHIO
AND
PEOPLE IN NEED, INC. OF DELAWARE COUNTY OHIO
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
FOR ENTITLEMENT COMMUNITIES (URBAN COUNTY)

THIS AGREEMENT is entered into on June 29 , 2026 by and between Delaware County, Ohio, acting through its Board of County Commissioners, with its address at 91 North Sandusky Street, Delaware, Ohio 43015 (the "Grantee"), and People in Need, Inc. of Delaware County Ohio, with its address at 138 Johnson Drive, Delaware, Ohio 43015 (the "Subrecipient").

This Agreement is entered into based on the following representations:

A. The Grantee has qualified as a Community Development Block Grant ("CDBG") Urban County and is entitled to funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), Public Law 93-383;
B. The Grantee has been awarded CDBG funds and has, through its citizen participation plan, identified certain projects eligible for expenditure of CDBG funds, in accordance with the Act and other applicable laws, rules, regulations and polices;
C. 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;
D. The Subrecipient is a [political subdivision/non-profit corporation] that is sponsoring a CDBG eligible project and is experienced and qualified in the administration of federally-funded projects; and
E. The Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing the awarded CDBG funds for the eligible project as a part of the Grantee's FY2025 CDBG Urban County program (the "Program");

THEREFORE, the Grantee and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES
   a. Performance under this Agreement is, to the extent required by the Act and its implementing rules and regulations, 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.
   b. This Agreement includes:
      i. Provisions specifying a scope of work that clearly establishes the activities that the Subrecipient is required to undertake, specifically the activities eligible under the CDBG program and described in Exhibit A attached hereto and, by this reference, fully incorporated herein (the "Project").
      ii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the duties and obligations required by the Agreement.
      iii. A provision specifying that the Subrecipient may use Program funds

only for the Project described herein.

iv. A provision specifying that any Program funds spent in contravention of this Agreement must be refunded to the Grantee.

v. In addition to the foregoing, the Subrecipient and the Grantee 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) CONTACTS AND NOTICES

a. The Delaware County Director of Finance ("Program Manager") shall be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Subrecipient. As part of the Program Manager's duties, the Program Manager shall appoint one or more designees to monitor and document Subrecipient performance, including the Delaware County Fiscal Manager and the Grantee's Grant Administration Consultant, Civic Uplift, LLC.

b. The contact information for the Program Manager for this Agreement is:

Justin Nahvi
Director of Finance
91 North Sandusky Street
Delaware Ohio 43015
jnahvi@co.delaware.oh.us

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

Kathy Hoff
Executive Director
138 Johnson Drive
Delaware, Ohio 43015
khoff@delawarepeopleinneed.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.

e. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated above, unless otherwise modified by subsequent written notice.

(3) TERMS AND CONDITIONS

This Agreement, including the Exhibits, contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION; MODIFICATION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original. Execution may be completed by electronic signature processes acceptable to Grantee. This Agreement may be amended or modified at any time provided that such amendment or modification makes specific reference to this Agreement and is executed in writing, signed by a duly authorized representative of each party. Such amendments or modifications shall not invalidate this Agreement, nor relieve or lease the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its sole discretion, amend this Agreement to confirm with Federal or State guidelines, policies, and available funding amounts. If an amendment results in a change in funding, the scope of service, or the schedule of activities to be undertaken as part of this Agreement, then such amendment will be incorporated only by written amendment signed by both parties.

(5) BONDING AND INSURANCE

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200. Without limiting the Subrecipient's obligation in the foregoing sentence, the Subrecipient shall provide the following: (a) Workers' Compensation Insurance coverage in compliance with the laws of the State of Ohio for all of its employees involved in the performance of this Agreement; (b) sufficient general liability, automobile liability, excess liability, and other insurance coverage to protect Subrecipient and Grantee from losses related to the Project; (c) a blanket fidelity bond covering all employees in an amount equal to the subaward from the Grantee; and (d) if the Project includes construction activity, evidence that the general contractor for the Project has provided performance and payment bonds sufficient to secure faithful performance and completion of the Project.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective as of the date all parties have approved and executed this Agreement and shall continue in force and effect until the Program activity authorized herein is concluded, including final reporting and auditing, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. The Subrecipient acknowledges and agrees that Program funds not obligated and spent by the dates set forth in Exhibit A may be subject to recapture. If the Grantee reasonably anticipates that the Program funds are at risk of recapture, then the Grantee may provide written notice to Subrecipient terminating the sub-award, and the Subrecipient shall immediately return to the Grantee any Program funds already distributed to Subrecipient.

(7) FUNDING

a. The Grantee's performance and obligation to provide funds under this Agreement is contingent upon, and subject to, appropriation by the Delaware County Board of Commissioners.
b. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $27,700.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit A and in accordance with performance.
c. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.
d. The Subrecipient may use the Program funds only to pay the costs of the Project and for no other purpose.
e. The provisions of the Act specific to the use of funds shall govern the use of Program funds, and any deviation therefrom shall be considered an improper payment subject to recapture.

(8) INVOICING

a. In order to obtain advances, reimbursement, or other disbursement of Program funds, the Subrecipient shall file with the Program Manager its request for funds and any other information required to justify and support the funding 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. Payment will be made only for expenditures the Program Manager provisionally determines are eligible under the Act. However, the Grantee's provisional determination does not relieve the Subrecipient of its duty to repay the Grantee for any expenditures that are later determined by the Grantee or the Federal government to be an improper payment.

(9) RECORDS

a. As a condition of receiving the Program funds, and as required by applicable law, the Grantee, 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. When conducting an audit of the Subrecipient's performance under this Agreement, the Grantee 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."

c. If an audit shows that all or any portion of the funds disbursed 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 Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Subrecipient of such non-compliance.

d. 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 Grantee no later than nine months from the end of the Subrecipient's fiscal year.

e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following: the Program Manager; the Delaware County Auditor; and the Ohio Auditor of State, if and as directed by the Grantee.

f. All Program 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 Program Manager 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 Program funds, in addition to any other information requested by the Program Manager.

b. Monthly reports are due to the Program Manager 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.

c. The close-out report is due sixty (60) days after completion of the activities contemplated in this Agreement.

d. If all required reports and copies are not sent to the Program Manager or are not completed in a manner acceptable to the Grantee, the Grantee may withhold any remaining funds until the reports 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 Program Manager.

(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 Grantee staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Grantee 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 Grantee 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

The Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Grantee, and if the Subrecipient is a private, non-governmental entity, then the Subrecipient further agrees to be liable for, and indemnify and hold the Grantee 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 payment obligations on the part of the Grantee will, if the Grantee elects, terminate and the Grantee has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Grantee may make payments 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 Grantee 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 Grantee 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 Grantee;
- If any reports required by this Agreement have not been submitted to the Grantee 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 Grantee shall provide the Subrecipient written notice thereof, and the Subrecipient shall have thirty (30) days to cure the Event of Default. If the Subrecipient cures the Event of Default to the Grantee's satisfaction within the thirty (30) day period, this Agreement shall continue in full force and effect, as if the Event of Default had never occurred. If, however, the Subrecipient fails to cure the Event of Default within those thirty (30) days, the Grantee may 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) CONTACTS AND NOTICES 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 Grantee 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 Grantee from pursuing any other remedies in this Agreement or provided at law or in equity. If the Grantee 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 Grantee, or affect the later exercise of the same right or remedy by the Grantee for any other default by the Subrecipient.

(16)SUSPENSION OR TERMINATION

a. In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, including, without limitation, the following: (i) failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time; (ii) failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement; (iii) ineffective or improper use of funds provided under this Agreement; (iv) submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or (v) the occurrence of the Subrecipient's uncured Event of Default, as stated in Paragraph (15) REMEDIES.
b. 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.
c. 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 Grantee because of any breach of this Agreement by the Subrecipient. The Grantee may, to the extent authorized by law, withhold funding to the Subrecipient for the purpose of set-off until the exact amount of damages due the Grantee from the Subrecipient is determined.
d. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

(17)EXHIBITS

a. All Exhibits 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 Exhibits, the language of the Exhibits will control, but only to the extent of the conflict or inconsistency.

(18)CONTRACTING

a. The Subrecipient shall comply with the applicable procurement and contracting requirements under the Uniform Guidance in selecting and contracting with any contractors for the Project funded under this Agreement. The Subrecipient may utilize the Grantee's Federal Procurement Policy or its own policy that complies with the Uniform Guidance.

b. The Subrecipient shall not subcontract its contractual obligations to administer the Program funds without the Grantee's approval in writing, and Subrecipient shall directly administer the Program as set forth herein and in accordance with the Act and any regulatory guidance.
c. In any contract the Project, the Subrecipient shall require the contractor to indemnify and hold harmless the Grantee. The Subrecipient shall also include the applicable mandatory Federal contract provisions required in 2 CFR 200.

(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 Grantee request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Grantee and with thirty (30) days written notice to the Subrecipient, subject to Subrecipient's cure rights described in Paragraph 15 REMEDIES, cause the termination of this Agreement and the release of the Grantee 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 Grantee under the terms of this Agreement will survive the term of this Agreement.
d. The section headings and subheadings contained in this Agreement, including any Exhibit, are included for convenience only and shall not limit or otherwise affect the terms of the this Agreement.
e. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement, and this Agreement supersedes all prior or contemporaneous communications, proposals, agreements, or understandings, whether electronic, oral, or written, between the parties with respect to the matters set forth herein.
f. This Agreement is subject to the Terms and Conditions set forth in Exhibit B, attached hereto and incorporated herein.

(21) 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.

EXHIBIT A: SCOPE OF SERVICE

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering the Project within the FY2025 CDBG Delaware County Urban County Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 PIN will reserve a bus from Delaware County Transit (DCT) to transport low-income neighbors in the Village of Ostrander and Orange Township to our food pantry. Participants will reserve a ride with DCT during one of two set time slots a week. DCT will pick up clients either at their home address (Ostrander) or from an apartment complex's central location (Orange Township). They will ride to PIN's food pantry, get checked in and receive groceries, and the bus will return them home. We have four routes outlined (one in Ostrander, three in Orange Township) that will repeat, so clients at a given location can utilize this service every other week. Each shuttle trip can transport up to 15 people per bus ride.

To help program participants transition at the end of the program, PIN will give out fare cards on the last ride of every location. These cards will hold $32-70, which will support their continued access to our food pantry.

General Administration

Delaware County Transit will collect standard rider information, including name, home address, date of birth, phone number, and mobility/accessibility needs. People in Need will

collect our standard pantry client information, including the home address, and the name, birthday, and gender of all members of the household. PIN's form requires clients to sign and verify they are at or below 200% of the Federal Poverty Level.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the national objective of improving health and accessibility to Low-Moderate Limited Clientele by providing dedicated free shuttle service to People in Need's pantry on select days for eligible individuals in households that are at or below 200% of the Federal Poverty level.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity #1	143 monthly/430 annually	

The Units of Service is defined as the number of individuals transported to the organization's food pantry located in Delaware, Ohio.

D. Staffing

Kristin Pzedpelski, Director of Food Insecurity Programs, began working at PIN in 2024. In this role, she oversees all Food Insecurity Programs, directs client services, manages a 100+ volunteer workforce, and supervises warehouse operations. Kristin graduated from Messiah University, majoring in Mathematics with minors in Business Administration and Statistics. Kristin uses her 19 years in market analysis to inform her current inventory forecasting, maintenance of accurate and compliant data-driven reporting, and staff management. She has excellent attention to detail, leadership, and management experience. Kristin will oversee the Food Access Transit Program Coordinator and order food and program materials.

Tony Yannone has been responsible for the financial management (budgeting, accounting, daily financial operations) of PIN as Program Support Specialist since 2023. He joined PIN as a volunteer in 2019, where he helped with warehouse/inventory management, retail grocery pickups, and weekly food delivery to local schools. Prior to PIN, Tony worked for a Fortune 100 company for 30 years, holding a variety of Finance and Accounting roles as an individual contributor and in leadership. Tony will be our fiscal officer for this program.

Kathy Laughlin is the Mobility Manager at Delaware County Transit. She will coordinate bus rental and communicate weekly ridership with PIN's Program Coordinator for the program.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time, not to exceed thirty (30) days after being notified by the Grantee, then the Grantee may initiate contract suspension or termination procedures.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the effective date of the Agreement and continue in accordance with Section 6 of the Agreement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The Subrecipient shall

ensure that funds are obligated and expended for the Project not later than the following dates:

Funds obligated by: July 1, 2026

Funds expended by: September 30, 2026

III. BUDGET

Line Item		Amount:
Salaries	$	
Fringe		
Office Space (Program only)		
Utilities		
Communications		
Reproduction/Printing		
Supplies and Materials		
Mileage		
Audit		
Other (Transportation)		27,700.00
Indirect Costs (Specify)		
TOTAL		$27,700.00

Any indirect costs charged must be consistent with the conditions of Paragraph IV (C)(2) of this Exhibit. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer the Project in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to: (a) records providing a full description of each activity undertaken; (b) records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program; (c) records required to determine the eligibility of activities; (d) records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance; (e) records documenting compliance with the fair housing and equal opportunity components of the CDBG program; (f) financial records as required by 24 CFR 570.502, and 2 CFR 200; and (g) other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for deter- mining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by applicable State or Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, the Delaware County Auditor, the Ohio Auditor of State, the US Department of Housing and Urban Development, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly reports to Grantee for all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the term of the Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the period of performance of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by

the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside Delaware County, Ohio with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning

Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

If the Subrecipient is a private, non-governmental entity, then the Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

III. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with applicable Ohio civil rights laws, including, without limitation, Chapter 4112 of the Ohio Revised Code and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided

under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs III.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance pro- vided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which

the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails

to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IV. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (1) Clean Air Act, 42 U.S.C., 7401, et seq.; (2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and (3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

Vote on Motion Mr. Merrell absent Mrs. Lewis aye Mr. Benton aye

15

RESOLUTION NO. 26-458

IN THE MATTER OF APPROVING THE OWNER'S AGREEMENT FOR ARROWHEAD AT EVANS FARM SECTION 1 PHASE B:

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for Arrowhead at Evans Farm Section 1 Phase B;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Arrowhead at Evans Farm Section 1 Phase B:

OWNER'S AGREEMENT
PROJECT NUMBER: 25067

THIS AGREEMENT, executed on this 29th day of June 2026, between Pulte Homes of Ohio LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Arrowhead at Evans Farm Sec 1 Ph B further identified as Project Number 25067 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

OPTIONS:

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit "A" attached hereto.

2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Sixty-Six Thousand Dollars and No Cents ($66,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	$1,659,600.00
CONSTRUCTION BOND AMOUNT	$1,659,600.00
MAINTENANCE BOND AMOUNT	$166,000.00

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

16
RESOLUTION NO. 26-459

IN THE MATTER OF 1) APPROVING A PARTIAL VACATION OF AN EXISTING DRAINAGE EASEMENT AND 2) ACCEPTING A REPLACEMENT EASEMENT ALL ON LOT 200 IN PINEKNOLL SUBDIVISION NO. 2, BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, Walter B Weigand and Sarah L. Weigand ("Owners") are the current and sole owners of Lot 200 of Pineknoll Subdivision No. 2, Berlin Township, Delaware County, Ohio, having an address of 825 Dunham Road, Delaware, Ohio 43015 and bearing PIN 418-130-01-007-000 ("Property"); and

WHEREAS, as a part of the development of the Property, a drainage easement was established across a part of the Property as depicted on the plat for Pineknoll Subdivision No. 2, Berlin Township, Delaware County, Ohio, recorded in Delaware County, Ohio Plat Book 10, Page 88 ("Current Easement"); and

WHEREAS, the Board of Commissioners, Delaware County, Ohio ("Board") received a petition dated May 4, 2026 from and signed by both Owners requesting the Board approve a partial vacation of the Current Easement and, as a replacement, accept a re-routed new easement ("New Easement"), both the Current Easement and proposed New Easement are wholly located on the Property; an

WHEREAS, in their petition, the Owners state that the Current Easement is no longer operational as a drainage facility and conflicts with the proposed location of the home the Owners intend to build on the Property; and

WHEREAS, the Owners further state the New Easement will allow construction of the home while maintaining proper stormwater drainage and will not negatively impact public drainage, utilities, or the public interest; an

WHEREAS, with their petition, the Owners submitted to the Board "Exhibit A" attached hereto, being a legal description for the Current Easement and a survey of both the Current Easement and New Easement ("Survey") both prepared by: Koehler Surveying, Inc. - Victor B. Koehler, P.S. Professional Surveyor Number 7457; and

WHEREAS, the Owner's also submitted "Exhibit B" attached hereto, being an "Easement for Drainage Purposes," signed by the Owners, granting the New Easement to the Board, and attached thereto a legal

description for the New Easement and the Survey, both the legal description and Survey having been prepared by: Koehler Surveying, Inc. - Victor B. Koehler, P.S. Professional Surveyor Number 7457; and

WHEREAS, the Delaware County Engineer ("Engineer") has determined that the Current Easement is no longer needed for its intended purpose and that the New Easement is appropriately located, is sufficient to serve the same intended purpose as and be a replacement for the Current Easement, and provides Delaware County adequate area to properly maintain the New Easement and any drainage facilities located therein; and

WHEREAS, the Engineer recommends vacation of the portion of the Current Easement as described in the legal description and as depicted in the Survey attached as "Exhibit A" and, as a replacement, accept the New Easement as conveyed in the "Easement for Drainage Purposes," signed by the Owners, attached as "Exhibit B" and as described in the legal description and as depicted in the Survey attached to said exhibit.

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners ("Board"):

Section 1. The Board approves the vacation of the Current Easement in Pineknoll Subdivision No. 2, Berlin Township, Delaware County, Ohio, as described in the legal description and as depicted in the Survey attached as "Exhibit A."

Section 2. The Board accepts the New Easement as conveyed in the "Easement for Drainage Purposes," signed by the Owners, and attached as "Exhibit B" and as described in the legal description and as depicted in the Survey attached to said exhibit.

Section 3. The Engineer shall record a copy of the "Easement for Drainage Purposes" for the New Easement ("Exhibit B") as signed by the Owners and copy of this Resolution in the Delaware County Recorder's Office.

Section 4. The Delaware County Recorder shall insert a marginal reference of the vacation of the Current Easement, the acceptance of the New Easement, and to this Resolution on the plat for Pineknoll Subdivision No. 2, Berlin Township, Delaware County, Ohio, recorded in Delaware County, Ohio Plat Book 10, Page 88.

Section 5. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

Section 6. This Resolution shall be in full force and effect immediately upon adoption.

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

17
RESOLUTION NO. 26-460

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING THE MAINTENANCE BONDS FOR EVANS FARM MARKETPLACE WEST SECTION 4 PHASE A, DUBLIN COURT AND HOWARD FARMS SECTION 4:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads in Evans Farm Marketplace West Section 4 Phase A, Dublin Court, and Howard Farms Section 4 (the "Subdivisions"), finds it to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivisions be accepted into the public system:

Evans Farm Marketplace West Section 4 Phase A:

- An addition of 0.089 miles to Township Road Number 1939, Market Street

Dublin Court:

- An addition of 0.181 miles to Township Road Number 1940, Dublin Cour

Howard Farms Section 4:

- An addition of 0.359 miles to Township Road Number 1734, Annabel Way
- An addition of 0.308 miles to Township Road 1770, Emory Street; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivisions:

- On Township Road Number 1939, Market Street, at its intersection with Township Road 1818, Evans Farm Drive
- On Township Road Number 1940, Dublin Court, at its intersection with State Route 745

- On Township Road Number 1770, Emory Way at its intersection with Township Road Number 1773, Annabel Way; and

WHEREAS, the Engineer recommends that 25-mile-per-hour speed limits be established throughout the Subdivisions; and

WHEREAS, the Engineer also requests approval to return the maintenance bonds to BZ Evans, Inc., Romanelli & Hughes Building Company, and Homewood Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer's recommendations stated herein and accepts the roads, approves speed limits and stop conditions, and releases the maintenance bonds in accordance with the Engineer's recommendations stated herein.

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

18
RESOLUTION NO. 26-461

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
UT2026-0160	SPD PERMITTING	GUILFORD RD	BURIED CABLE/CONDUIT
UT2026-0161	SPD PERMITTING	PEACHBLOW RD	BURIED CABLE CONDUIT
UT2026-0162	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0163	PEARCE SERVICES	MULTIPLE ROADS	FIBEROPTIC CABLE
UT2026-0164	SPD PERMITTING	GREGORY RD & BERLIN STATION RD	BURIED CABLE/CONDUIT
UT2026-0165	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0166	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0167	COLUMBIA GAS	MULTIPLE ROADS	GAS PIPELINE
UT2026-0168	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE
UT2026-0169	CINCINNATI BELL	VARIES	FIBER OPTIC CABLE

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

19
RESOLUTION NO. 26-462

IN THE MATTER OF APPROVING A RELOCATION AGREEMENT WITH OHIO POWER COMPANY (AEP):

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

WHEREAS, the Engineer recommends approving the Relocation Agreement with Ohio Power Company (AEP), related to the Hyatt Genoa Line project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Relocation Agreement with Ohio Power Company (AEP):

Ohio Power Company
Relocation Agreement

THIS RELOCATION AGREEMENT ("Agreement") is made and entered into as of this 29th of June 2026, by and between Ohio Power Company, an Ohio Corporation ("AEP"), and the Delaware County Board of Commissioners, for and on behalf of the Delaware County Engineer (collectively, "Delaware County"). AEP and Delaware County may be referred to herein individually as a "Party" or collectively as the "Parties." WHEREAS, AEP owns transmission easements and rights of way for an electric transmission line, known as the Hyatt Genoa I 38kV line (Hyatt Genoa Line") and an electric transmission line known as Hyatt Genoa l38kv line (Hyatt Genoa Line) that runs across property owned by Del-Co Water Company, situated in the State of Ohio, County of Delaware; and

WHEREAS, Delaware County has requested that AEP relocate a portion of Hyatt Genoa Line between

existing structures 73 to 75 (the “Relocation”), as more particularly depicted on the Exhibit “A” attached hereto and incorporated by this reference; and

WHEREAS, AEP has agreed to the Relocation, at Delaware County's expense, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Delaware County shall pay the actual cost of the Relocation, including but not limited to, all costs, overheads and expenses reasonably incurred by AEP in connection with the Relocation. Our estimate is based on relocating structures 73-75 at the Hyatt Genoa Line per the pdf drawing provided by Del-Co Water Company on 3/6/26 labeled “Easement Exhibit AEP Response with Aerial 3-6-26. Our estimate assumes that structures 72 & 76 will not require relocation, based on the layout presented in the referenced drawing. However, this assumption is subject to change pending detailed engineering analysis, which cannot be initiated until the relocation agreement is signed. If detailed engineering determines 72 & 76 must be relocated, Transmission Line Engineering will revise the estimate accordingly.
2. Delaware County shall make payment to AEP in three (3) installments based on preliminary estimated Relocation costs totaling $1,633,465.00. Delaware County shall pay the first installment of $158,700.00 within thirty (30) days of the date of this Agreement, for engineering and right-of-way costs. Delaware County shall pay a second installment of $350,294.00 on or before sixty (60) days of the date of this Agreement, for materials purchases. Delaware County shall pay a third and final installment of $1,124,471.00 on or before the earlier of ninety (90) days of the date of this Agreement or the start of construction work, for construction labor and overheads. AEP shall have no obligation to proceed with work applicable to an installment until the prepayment for that installment is received. Delaware County may elect to cancel further work at any time and incur no additional expense other than for work already completed. In such event, the unused portion of any prepayment shall be refunded within sixty (60) days of such cancellation, and thereafter AEP shall have no further obligation under this Agreement.
3. Upon completion of the Relocation, if the actual cost of the Relocation is less than $1,633,465.00, AEP will refund the difference. If the actual cost of the Relocation is more than $1,633,465.00, AEP will invoice Delaware County for the additional amount owed to AEP, and Delaware County shall pay such amount to AEP within sixty (60) days of receipt of such invoice.
4. Delaware County shall execute and deliver to AEP new or supplemental easements and rights of way as shall reasonably be required by AEP for any new line or portion of line required to complete the Relocation, in the form attached hereto as Exhibit A. Any such easements and rights of way shall be one hundred feet (100’) in width, fifty feet (50’) on each side of the centerline of such new line or portion of line. In addition, Delaware County shall execute and deliver to AEP delineations of the existing easements covering the lines or portions of lines affected by the Relocation as shall reasonably be required by AEP to fix the location and width of such easements to one hundred feet (100’) in width, fifty feet(50’) on each side of the centerline of such exiting line(s) or portion of lines(s). AEP shall have no obligation to proceed with any construction work until Delaware County executes and delivers to AEP such new easements and delineations of existing easements in form reasonably satisfactory to AEP, including exhibits showing a plat of the easement running over, across, and through the Del-Co Water Company property, prepared by an AEP approved Registered Public Surveyor (RPLS).
5. At its own expense, Delaware County will relocate, or cause to be relocated, all existing miscellaneous overhead and/or underground utility or other facilities that may interfere with the Relocation. All final pole, structure, or guy locations shall comply with all applicable clearance and other requirements set forth by AEP, the National Electrical Safety Code, local governmental agencies, and other affected utility providers.
6. As may be required by AEP, Delaware County will restore or reclaim the surface of the land within the boundaries of the new or delineated easements or elsewhere on the Delaware County property or on lands owned by third parties, that may have been damaged by the construction work associated with the Relocation.
7. AEP will obtain any and all permits, approvals, clearances or applications involving the Relocation deemed necessary by any agencies or governmental bodies, including without limiting the generality of the foregoing, all permits and approvals required by the [Public Utility Commission (PUC) and the Regional Transmission Organization (RTO) for clearance to interrupt service] on the affected transmission lines. Delaware County shall provide all reasonable assistance requested by AEP to secure such permits, approvals, clearances, and applications. AEP shall have no obligation to proceed with any work until all permits, approvals, clearances and applications are obtained, and if such permits, approvals, clearances and applications cannot reasonably be obtained, or are subsequently withdrawn, then AEP shall be under no obligation to perform the Relocation, and this Agreement shall be null and void.
8. This Agreement shall be interpreted in accordance with the laws of the State of Ohio, without recourse to its conflicts of law provisions.
9. The Parties will comply with all applicable laws, regulations, and codes governing the work associated with the Relocation.
10. Delaware County shall release AEP, and its agents, employees, officers and assigns from any and all liabilities, costs and claims associated with the Relocation, including reasonable attorney fees and all other costs of litigation.
11. AEP shall not be liable, whether arising out of contract, tort (including negligence), strict liability, or from any other cause or form of action whatsoever, for loss of anticipated profits, loss by reason of plant of other facility shutdown, non-operation or increased expense of operation, service interruption, cost of purchased or replacement power, claims of Delaware County customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue, fines or penalties assessed or levied against use, or inability to

use, the information, apparatus, method or process resulting from these services or for any special, incidental or consequential loss or damage of any nature, whether similar to those enumerated above, arising at any time or from any cause whatsoever. The total liability of AEP, whether arising out of contract, tort (including negligence), strict liability, or any other cause or form of action, shall not exceed the amount paid to AEP for the services upon which such liability is based.

12. AEP MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WHICH MIGHT ARISE UNDER LAW OR EQUITY OR CUSTOM
OF TRADE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR SPECIFIED OR INTENDED PURPOSE.

13. This Agreement is the sole and only agreement of the Parties relating to the subject matter hereof and supersedes any prior understandings or written or oral agreements with respect to the subject matter hereof.

14. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties hereto.

15. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

20

RESOLUTION NO. 26-463

IN THE MATTER OF 1) TERMINATING THE CONTRACT WITH COMMERCIAL LAND MANAGEMENT SYSTEMS FOR 2026-2027 ROADSIDE MOWING (NORTH) AND 2) AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND RUNNING G FARMS FOR 2026-2027 ROADSIDE MOWING (NORTH):

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

Roadside Mowing Contract (North)
Bid Opening January 13, 2026

WHEREAS, the Delaware County Board of Commissioners ("Board") approved Resolution 26-168 on March 9, 2026, awarding the bid from the above referenced bid opening to Commercial Land Management Systems and approving the contract with Commercial Land Management Systems for 2026-2027 Roadside Mowing (North); and

WHEREAS, Commercial Land Management Systems has not fulfilled the requirements of said contract and is in breach of the terms of said contract; accordingly, the Delaware County Engineer ("Engineer") recommends termination of said contract with Commercial Land Management Systems for 2026-2027 Roadside Mowing (North); and

WHEREAS, as a result of the termination of said contract, the Engineer recommends that a bid award be made to Running G Farms, the second lowest bidder from the above referenced bid opening for 2026-2027 Roadside Mowing (North); and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Running G Farms for 2026-2027 Roadside Mowing (North).

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners ("Board"):

Section 1. The Board finds Commercial Land Management Systems has not fulfilled the requirements of the 2026-2027 Roadside Mowing (North) contract and is in breach of the terms of said contract and that it is in the best interest of Delaware County to terminate said contract. Accordingly, the Board terminates the contract with Commercial Land Management Systems for 2026-2027 Roadside Mowing (North). Such termination is effective immediately and Commercial Land Management Systems shall only be compensated for the work it actually performed under the contract up to the date of termination; and,

Section 2. The Engineer shall as soon as possible, provide written notice to Commercial Land Management Systems that the 2026-2027 Roadside Mowing (North) contract has been terminated, effective immediately; and,

Section 3. As a result of the termination of said contract, the Board awards the bid to and approves the contract with Running G Farms for 2026-2027 Roadside Mowing (North) as follows:

CONTRACT

THIS AGREEMENT is made this 29th day of June 2026 by and between Running G Farms ("Contractor"):

Running G Farms
P.O. BOX 350
RIO GRANDE, OHIO 45674

and the Delaware County Commissioners ("Owner,"). The Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named "2026-2027 Roadside Mowing (North of US36) Contract," and required supplemental work for the project, all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Fifty-Seven Thousand Three Hundred Sixty-Three Dollars and Ninety-Four Cents ($57,363.94), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2026 at Forty-Seven Thousand Three Hundred Sixty-Three Dollars and Ninety-Four Cents ($47,363.94), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars ($10,000).

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

a. This Agreement
b. Addenda
c. Invitation to Bid
d. Instructions to Bidders
e. Signed copy of bid
f. Work Specifications (including all plans, drawings, etc.)
g. Specifications — General Provisions
h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

and,

Section 4. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22; and,

Section 5. This Resolution shall be in full force and effect immediately upon adoption.

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

21
RESOLUTION NO. 26-464

IN THE MATTER OF 1) TERMINATING THE CONTRACT WITH COMMERCIAL LAND MANAGEMENT SYSTEMS FOR 2026-2027 ROADSIDE MOWING (SOUTH) AND 2) AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND RUNNING G FARMS FOR 2026-2027 ROADSIDE MOWING (SOUTH):

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

Roadside Mowing Contract (South)
Bid Opening January 13, 2026

WHEREAS, the Delaware County Board of Commissioners ("Board") approved Resolution 26-169 on March 9, 2026, awarding the bid from the above referenced bid opening to Commercial Land Management Systems and approving the contract with Commercial Land Management Systems for 2026-2027 Roadside Mowing (South); and

WHEREAS, Commercial Land Management Systems has not fulfilled the requirements of said contract and is in breach of the terms of said contract; accordingly, the Delaware County Engineer ("Engineer") recommends termination of said contract with Commercial Land Management Systems for 2026-2027 Roadside Mowing (South); and

WHEREAS, as a result of the termination of said contract, the Engineer recommends that a bid award be made to Running G Farms, the second lowest bidder from the above referenced bid opening for 2026-2027 Roadside Mowing (South); and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Running G Farms for 2026-2027 Roadside Mowing (South).

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners ("Board"):

Section 1. The Board finds Commercial Land Management Systems has not fulfilled the requirements of the 2026-2027 Roadside Mowing (South) contract and is in breach of the terms of said contract and that it is in the best interest of Delaware County to terminate said contract. Accordingly, the Board terminates the contract with Commercial Land Management Systems for 2026-2027 Roadside Mowing (South). Such termination is effective immediately and Commercial Land Management Systems shall only be compensated for the work it actually performed under the contract up to the date of termination; and,

Section 2. The Engineer, shall as soon as possible, provide written notice to Commercial Land Management Systems that the 2026-2027 Roadside Mowing (South) contract has been terminated, effective immediately; and,

Section 3. As a result of the termination of said contract, the Board awards the bid to and approves the contract with Running G Farms for 2026-2027 Roadside Mowing (South) as follows:

CONTRACT

THIS AGREEMENT is made this 29th day June 2026 by and between Running G Farms ("Contractor"):

Running G Farms
P.O. Box 350
Rio Grande, Ohio 45674

and the Delaware County Commissioners ("Owner.") The Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named "2026-2027 Roadside Mowing (South of US36) Contract," and required supplemental work for the project, all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Fifty-Six Thousand Eight Hundred Three Dollars and Sixty Cents ($56,803.60), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2026 at Forty-Six Thousand Eight Hundred Three Dollars and Sixty Cents ($46,803.60), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars ($10,000).

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

a. This Agreement
b. Addenda
c. Invitation to Bid
d. Instructions to Bidders
e. Signed copy of bid
f. Work Specifications (including all plans, drawings, etc.)
g. Specifications — General Provisions
h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the

component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

and,

Section 4. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22; and,

Section 5. This Resolution shall be in full force and effect immediately upon adoption.

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

22

RESOLUTION NO. 26-465

IN THE MATTER OF APPROVING A REAL ESTATE SALE AND PURCHASE CONTRACT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has established the Delaware County Office of Economic Development, pursuant to section 307.07 of the Revised Code, to develop and promote plans and programs designed to assure that county resources are efficiently used, economic growth is properly balanced, and that county economic development is coordinated with that of the state and other local governments; and

WHEREAS, in 2023, the Board and the Office of Economic Development commissioned an Economic Development Strategic Plan for Delaware County (the "Plan"); and

WHEREAS, the Plan identified growth corridors, where Delaware County may need to establish a more defined leadership role in order to manage the impact of projected growth, and to drive conversations around the prioritization of infrastructure; and

WHEREAS, one growth corridor identified in the Plan is Opportunity Site #4 at the convergence of Concord Township, Liberty Township, and the City of Delaware, which includes the northern terminus of Sawmill Parkway, a vital public infrastructure facility constructed and financed by the Board in partnership with the City of Delaware; and

WHEREAS, the Board wishes to purchase vacant real property within Opportunity Site #4, pursuant to sections 307.07 and 307.08 of the Revised Code, in order to promote the economic welfare and improve the economic opportunities of the people in Delaware County through the establishment of industrial, commercial, or research facilities, the creation and preservation of job and employment opportunities, the protection of strategic investments in public infrastructure, and the implementation of the Plan and the economic development plans, programs, strategies, and policies of other political subdivisions within Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Real Estate Sale and Purchase Contract and authorizes the County Administrator to take all necessary actions, including the execution of supplemental agreements, to consummate the transaction contemplated therein:

REAL ESTATE SALE AND PURCHASE CONTRACT

THIS REAL ESTATE SALE AND PURCHASE CONTRACT ("Contract") is made and entered into as of the Effective Date, by and between **Wolf Industrial Park II, LLC**, an Ohio limited liability company, with its address at 6760 Colt Court Dublin, OH 43017 ("Seller"), and **the Board of Commissioners of Delaware County, Ohio**, with its address at 91 N. Sandusky Street, Delaware, Ohio 43015 ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of certain real property defined below as the "Property," which is generally located south of US Highway 42 S, and east and west of Sawmill Parkway, in the City of Delaware, County of Delaware, and State of Ohio; and

WHEREAS, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller in accordance with the terms and conditions set forth in this Contract; and

NOW, THEREFORE, in consideration of the Purchase Price, mutual covenants and agreements contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. DEFINITIONS. The words and terms set forth below shall, unless the context otherwise requires, have

the following meanings:

(a) "Closing" means the consummation of the purchase and sale of the Property, as provided for in this Contract, including delivery of the Purchase Price to Seller and the conveyance of the Property to Purchaser.

(b) "Closing Date" means the date on which Closing must occur as set forth in Section 7(a).

(c) "Commitment" means a commitment for title insurance setting forth the status of title to the Property accompanied by copies of all instruments of record referenced in the Commitment.

(d) "Deed" means a limited warranty deed to be delivered by Seller to Purchaser at Closing, a draft of which is attached hereto as **Exhibit A** and incorporated herein by reference.

(e) "Deposit" is defined in Section 3(b)(i).

(f) "Effective Date" is the date on which the latter of either Seller or Purchaser sign this Contract.

(g) "Farm Lease" shall mean that certain Farming Land Lease dated April 8, 2026 between Seller, as "Landlord", and Thomas R. Jackson, as "Tenant." A copy of the Farm Lease is attached hereto as **Exhibit D** and incorporated herein by reference.

(h) "Owner's Policy" means an Owner's Policy of Title Insurance (ALTA Form B 6/17/06) in the amount of the Purchase Price, issued pursuant to the Commitment.

(i) "Permitted Exceptions" shall have the meaning attributed to such term in Section 4(a) of this Contract.

(j) "Property" means certain real property consisting of approximately of ±140.179 acres bearing permanent parcel numbers, generally located south of US Highway 42 S, and east and west of Sawmill Parkway, in the City of Delaware, County of Delaware, and State of Ohio, as depicted in **Exhibit B** attached hereto and incorporated herein by reference, together with all easements, leases, rights, and appurtenances thereto, all buildings, improvements and fixtures thereon, and all mineral rights therein. The Property is referenced as Parcel Numbers 419-230-02-001-001, 419-230-02-001-002, 419-230-02-004-001, and 419-230-01-033-001 in the Delaware County Auditor's Office. The final boundaries and acreage of the Property shall be as shown in the Survey.

(k) "Purchase Price" means the amount(s) set forth in Section 3(a),.

(l) "Purchaser's Default" is defined in Section13.

(m) "Seller's Default" is defined in Section14.

(n) "Survey" means the survey of the Property that is attached hereto as **Exhibit C** and incorporated herein by reference.

(o) "Title Company" means Valley Title & Escrow Agency Co, whose address is 5775 Perimeter Drive #180 Dublin, OH 43017.

2. AGREEMENT TO PURCHASE AND SELL. On the Closing Date, Seller shall sell and convey the Property to Purchaser and Purchaser shall purchase the Property from Seller by paying to Seller the Purchase Price upon the terms and conditions set forth in this Contract.

3. PURCHASE PRICE.

(a) Amount. The purchase price to be paid by Purchaser to Seller for the Property ("Purchase Price") at Closing shall be Seventeen Million Seven Hundred Thirty-Two Thousand Six Hundred Forty-Three Dollars and Fifty Cents ($17,732,643.50).

(b) Payment. The Purchase Price shall be paid as follows:

(i) Deposit. No later than 5:00 p.m. on the tenth (10^{th}) day following the Effective Date, Purchaser shall deliver to the Title Company, as escrow agent, the sum of Two Million Dollars and Zero Cents ($2,000,000.00) as earnest money for the transaction contemplated under this Contract ("Deposit"). The Deposit shall be held in an account bearing interest to the benefit of Purchaser by the Title Company under the terms of an escrow agreement or escrow letter to be agreed upon between the parties.

(ii) Balance. In addition to the Deposit, Purchaser shall pay the balance of the Purchase Price to Seller at Closing as more particularly set forth in Section 7 below.

(c) Disposition of Deposit. Purchaser and Seller acknowledge and agree that the following provisions pertaining to the disposition of the Deposit shall apply:

(i) If the transaction contemplated by this Contract is closed, the Deposit shall be credited against the Purchase Price at Closing.

(ii) If the transaction contemplated by this Contract fails to close due to (A) an uncured objection as set forth in Section 4 below; or (B) an uncured Seller's Default, then the Deposit shall be returned to Purchaser and neither party shall have any further rights or obligations to the other party.

(iii) If the transaction contemplated by this Contract fails to close due to an uncured Purchaser's Default, the Deposit shall be paid to Seller as its fixed and liquidated damages and in full satisfaction of all causes of action, claims, demands, damages and remedies that Seller might have against Purchaser as a result of such default. The parties have mutually agreed upon such liquidated damages, not as a penalty but as a mutually agreeable amount to compensate Seller for its damages and expenses, and for the removal of the Property from the marketplace and to avoid for both parties expensive and vexatious litigation. Notwithstanding the foregoing, if the Purchaser's Default is the failure by Purchaser to tender the entire Deposit to the Title Company as and when required by Section 3(b)(i) above, then notwithstanding same Purchaser shall be liable to Seller for the amount of Two Million Dollars ($2,000,000.00) as Seller's fixed and liquidated damages in full satisfaction of all causes of actions, claims, demands, damages and remedies that Seller might have against Purchaser as a result of such default.

4. EVIDENCE OF TITLE; SURVEY; REVIEW OF TITLE AND SURVEY.

(a) Commitment and Survey. Prior to the Effective Date, Seller has obtained a Commitment from the Title Company and caused the delivery of the same to Purchaser. Purchaser agrees no matters shown on the Commitment or the Survey are objectionable to Purchaser. All title matters which have been disclosed in the Commitment or the Survey, as well as the Farm Lease, shall be deemed a "Permitted Exception" and collectively as the "Permitted Exceptions."

(b) Update. Purchaser may request that Seller cause the Title Company to update the Commitment prior to Closing. Purchaser shall have the right to object to any new exceptions shown on the updated Commitment other than the Permitted Exceptions. Seller shall have no obligation to cure any such new exception. If Seller fails to cure such items within five (5) days of receipt of a written objection, Purchaser shall have the right, by written notice delivered to Seller, to (i) terminate this Contract and be reimbursed the Deposit, following which neither party shall have any further obligation to the other under this Contract; or (ii) waive the objection and proceed to Closing, both within ten (10) days after making its objection. Failure or refusal by Purchaser to terminate this Contract or waive the objection within said ten (10) day period shall be conclusively deemed a waiver of the objection by Purchaser.

(c) Mortgages. Notwithstanding any provision to the contrary, mortgages and other liens given by Seller or its predecessors to secure indebtedness shall not be required to be the subject of any objection, but at Seller's sole cost and expense, Seller shall cause such liens to be discharged at Closing without the requirement of any notice or demand by Purchaser.

(d) Taxes. Notwithstanding any provision to the contrary, taxes and assessments a lien but not yet due and payable shall not be the subject of any objection and Purchaser shall accept title to the Property subject to the same. "Assessments a lien" is typical and standard language used to describe the facts that taxes and "assessments a lien" are a lien on the property but until they are satisfied, they are not "due and payable" because they are billed in arrears.

5. CONVEYANCE.

(a) On the Closing Date and upon (a) the Title Company's receipt of the balance of the Purchase Price (and all additional amounts required of Purchaser in connection with the Closing) from Purchaser and (b) Purchaser's and Seller's respective satisfaction (or waiver, as the case may be) of all other terms, covenants, conditions and agreements to be observed, honored, kept and/or performed by Purchaser and Seller under this Contract, the Title Company, as escrow/closing agent, shall be directed to close the transaction contemplated in this Contract, as more particularly set forth in an escrow agreement or escrow letter to be executed by the parties prior to Closing. Any such escrow agreement shall not impose a condition to Closing not specifically stated in this Contract.

6. TAXES AND ASSESSMENTS.

(a) General. All real estate taxes and assessments that are due and owing as of the time of the Closing shall be paid at or prior to Closing by Seller. At Closing, Purchaser shall receive (a) a credit for all taxes and assessments which are a lien on the Property but not yet due and payable, prorated through the Closing Date based on a 365-day year and on the then-existing assessed valuation and tax rate. All prorations shall be final as of Closing.

(b) CAUV. If the Property is qualified for the current agricultural use valuation exemption under Ohio Revised Code section 5713.31 for the preceding or current tax year, then the Seller shall provide a fully

executed form DTE 102 for the Property. If applicable, Purchaser, not Seller, shall be solely responsible for payment of any CAUV recoupment tax for the current tax year and any tax year preceding the year of Closing.

7. CLOSING.

(a) Closing. Subject to the terms and conditions of this Contract, the Closing shall be through escrow with the Title Company in accordance with the terms and conditions of an escrow letter acceptable to the Title Company, Seller and Purchaser. Any such escrow agreement shall not impose a condition to Closing not specifically stated in this Contract.

(b) Closing Date. The Closing shall be held on August 3, 2026 ("Closing Date").

(c) Seller's Closing Deliveries. At least 2 business days prior to the Closing Date, Seller shall deliver (or cause the delivery of) the following items to the Title Company, as escrow/closing agent:

(i) The Deed, executed and acknowledged in recordable form, so as to convey the Property to Purchaser, subject only to the Permitted Exceptions and those matters set forth in the Deed;

(ii) The closing statement, to be prepared by the Title Company ("Closing Statement") executed by Seller;

(iii) Mechanics' and materialmen's lien affidavit concerning the Property executed by Seller and acknowledged;

(iv) Evidence of authority for the execution of all documents;

(v) "Non-foreign person" and "vendor's" affidavits executed by Seller and acknowledged, and such other affidavits, certificates, resolutions and related materials that are reasonably requested by the Title Company in connection with Closing; and

(vi) An assignment and assumption of Seller's interest as "Landlord" under the Farm Lease whereby Seller shall assign to Purchaser, and Purchaser shall assume from Seller, all of Seller's right, title and interest as "Landlord" under the Farm Lease first arising from and after the Closing Date (the "Assignment and Assumption of Farm Lease").

(d) Purchaser's Deliveries. At least 2 business days prior to the Closing Date, Purchaser shall deliver (or cause the delivery of) the following items to the Title Company, as escrow/closing agent:

(i) The Closing Statement executed by Purchaser;

(ii) Evidence of authority for the execution of all documents;

(iii) An executed counterpart of the Assignment and Assumption of Farm Lease; and

(iv) Such other affidavits, certificates, resolutions and related materials that are reasonably requested by the Title Company in connection with Closing.

On the Closing Date, Purchaser shall wire transfer to the Title Company an amount of cash or other good funds immediately available in Delaware, Ohio equal to the Purchase Price less the Deposit and as adjusted as shown on the Closing Statement.

(e) Escrow Instructions; Disbursements. On the Closing Date and at such time as the Title Company (i) is in possession of all items required to be delivered pursuant to Sections 7(c) and 7(d) above and (ii) is prepared to issue the Owner's Policy to Purchaser in accordance with the terms and conditions of this Contract and the Commitment, the Title Company, as escrow/closing agent, shall close the sale and conveyance of the Property by Seller to Purchaser.

(f) Possession. At Closing, Seller shall deliver to Purchaser physical possession of the Property free of all occupants and shall remove all equipment and other personal property from the entirety of the Property and within all buildings and structures thereon.

8. CLOSING CHARGES. Seller shall be responsible for the payment of the cost of the Commitment, and the Owner's Policy (excluding the cost of any endorsement thereto requested by Purchaser) and any fees or commissions due brokers or agents. Purchaser shall pay the cost of any title endorsements requested by Purchaser, the conveyance fee applicable to the Deed, and the costs of recording the Deed. Purchaser and Seller shall equally share the costs of escrow and closing fees. At Closing, Seller shall receive a credit in an amount equal to Ten Thousand Seven Hundred Twenty-Seven and 00/100 Dollars ($10,727.00), being the agreed-upon prorated portion of the rent due Seller and payable by the tenant under the Farm Lease on November 1, 2026.

9. EMINENT DOMAIN. Seller acknowledges that the Purchaser possesses the authority to appropriate property for public use and that the Purchaser's purchase the Property is made without threat of appropriation. **THIS CONTRACT CONTEMPLATES THE PURCHASE OF REAL PROPERTY WITHOUT THREAT OF APPROPRIATION, ALSO KNOWN AS EMINENT DOMAIN. THE SELLER IS NOT OBLIGATED TO SELL, AND ANY SALE OF THE PROPERTY IS VOLUNTARY.** If the Purchaser later determines that it

is necessary to acquire the Property, either in whole or in part, by appropriation, then proceedings shall be had in accordance with sections 163.01 to 163.22 of the Revised Code. The Seller hereby disclaims any additional just compensation associated with appropriation and acknowledges and agrees that this transaction will only proceed as both parties may voluntarily agree herein.

10. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes the following representations and warranties, each of which is being made to the best of Seller's actual knowledge, for the purpose of inducing Purchaser to enter into this Contract. As used in this Contract, the phrase "to the best of Seller's knowledge" shall mean the actual knowledge of Chris Bradley and Brent Stamm, without any obligation to investigate.

(a) Seller has not been notified within the period of 2 years immediately preceding the Effective Date of any contemplated improvements to the Property by any public authority (excluding Purchaser), any part of the cost of which or might be assessed against any part of the Property in the future.

(b) No improvements or services (site or area) have been installed or furnished by any public authority (excluding Purchaser), the cost of which is to be assessed against any part of the Property in the future.

(c) Other than the Farm Lease, there are no off-record or undisclosed legal or equitable interests in the Property owned or claimed by any other person, firm, corporation, partnership, trust, individual or business entity.

(d) There are no encroachments on the Property or any off-record conditions or restrictions applicable to the Property, except as may be shown in the Survey and/or in the Commitment.

(e) There are no actions, suits, or proceedings pending or threatened against Seller, the subject matter of which directly questions or challenges Seller's title to the Property or Seller's ability to convey the Property, at law or in equity or before any federal, state, municipal or other governmental agency or instrumentality (excluding Purchaser), nor is Seller aware of any facts which to its knowledge would be likely to result in any such action, suit or proceedings.

(f) All representations and warranties of Seller contained in this Contract, whether in this Section 10 or elsewhere, shall be deemed true at the date of Closing as though such representations and warranties were made at such time, unless Seller notifies Purchaser in writing to the contrary, and shall survive the Closing and passing of title for a period of six (6) months thereafter.

11. ENVIRONMENTAL. This Section 11 intentionally deleted.

12. BROKER OR AGENT. Purchaser represents and warrants to Seller that Purchaser has not engaged a real estate broker or agent with regard to this Transaction; Seller, in reliance on such representation and warranty by Purchaser, agrees that the Purchaser shall bear no expense, in whole or in part, for fees or commissions due a real estate broker or agent. Purchaser understands that members of the Seller entity are licensed real estate agents in the State of Ohio.

13. DEFAULT BY PURCHASER; REMEDIES OF SELLER. If Purchaser fails to comply with any obligation, term, covenant, warranty or agreement to be kept, honored, observed or performed by Purchaser pursuant to the terms and provisions of this Contract ("Purchaser's Default"), including if Purchaser does not make the Deposit as and when required in Section 3(b)(i) of this Contract, and such Purchaser's Default is not cured within ten (10) days after notice thereof (other than (i) Purchaser's failure to make the Deposit as and when required by Section 3(b)(i) of this Contract; or (ii) Purchaser's failure to tender the Purchase Price and close on the Closing Date in accordance with the provisions set forth in Section 7, for which no notice is required or cure permitted in either such circumstance) and Seller does not expressly waive such Purchaser's Default in writing, then Seller may, as provided in Section **Error! Reference source not found.** above, terminate this Contract by notice to Purchaser, in which event an amount equal to the amount of the required Deposit shall be paid directly by the Purchaser to the Seller if the Deposit has not been paid to the Title Company, or released by the Title Company and delivered to Seller as agreed upon liquidated damages, and neither Purchaser nor Seller shall have any further obligations or liabilities thereafter under this Contract.

14. DEFAULT BY SELLER; REMEDIES OF PURCHASER. If Seller fails to comply with any obligation, term, covenant, warranty or agreement to be kept, honored, observed or performed by Seller pursuant to the terms and provisions of this Contract ("Seller's Default"), and such Seller's Default is not cured within ten (10) days after notice thereof and Purchaser does not expressly waive such Seller's Default, then Purchaser may either (a) terminate this Contract by notice to Seller, in which event the Deposit shall be released by the Title Company and delivered to Purchaser, and neither Purchaser nor Seller shall have any further obligations or liabilities hereunder; or (b) pursue the right of specific performance. The above notwithstanding, the Seller may, but shall not be obligated to, provide reasonable assurances to the Purchaser of efforts to cure any outstanding matters and in so doing, thereby reasonably extend the applicable cure period for any item set forth in this Contract.

15. DAMAGE TO OR DESTRUCTION OF PROPERTY. Risk of damage to the Property from an environmental or other casualty shall be borne by the Seller until delivery of possession of the Property by Seller to Purchaser, provided that if the Property is substantially damaged or destroyed by casualty prior to the Closing, the Purchaser may elect to proceed with the transaction and then shall be entitled to the proceeds of any insurance, not exceeding the Purchase Price, if any, payable to the Seller under any and all policies of insurance covering the

property so damaged or destroyed.

16. NOTICES. All notices, consents, approvals and requests required or permitted under this Contract shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified United States mail, postage prepaid, return receipt requested; or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery; or (c) by electric mail (with answer back acknowledged). All such notices and communications shall be addressed to the parties at the following addresses:

To Purchaser: Board of Commissioners of Delaware County, Ohio
91 North Sandusky Street
Delaware, Ohio 43015
Attn: County Administrator
Email: tdavies@co.delaware.oh.us

To Seller: Wolf Industrial Park II, LLC
6760 Colt Court
Dublin, OH 43017
Attn: Chris Bradley
Email: cb@thecambercompany.com

or at such other addresses as either may specify from time to time to the other party in a notice given in accordance with this Section16. A notice shall be deemed to have been given (i) in the case of hand delivery, at the time of delivery; (ii) in the case of certified mail, when delivered or the first attempted delivery; and (iii) in the case of expedited prepaid delivery or electronic mail, on the date evidenced by the signed receipt or electronic confirmation.

17. MISCELLANEOUS.

(a) Severability. If any term, clause or provision of this Contract is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive Closing, then and in any such event, it is the express intention of Seller and Purchaser that the remainder of this Contract, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Contract and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

(b) Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. Any action, suit or proceeding relating to, arising out of or in connection with the obligations, terms, covenants, warranties or agreements contained in this Contract may only be brought in the Court of Common Pleas of Delaware County, Ohio; Seller and Purchaser hereby waiving any objection to jurisdiction or venue in any proceeding before said Court.

(c) Survival. Purchaser's and Seller's warranties, agreements, covenants, conditions, representations and remedies set forth in this Contract shall survive Closing for a period of six (6) months and shall not be merged upon delivery of the Deed from Seller to Purchaser, nor upon payment of the Purchase Price by Purchaser to Seller.

(d) Successors and Assigns. This Contract shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives to the same extent as if specified at length throughout this Contract. Seller shall be permitted to assign its rights and/or obligations under this Contract to any party. Purchaser shall be permitted to assign its rights and/or obligations under this Contract to an affiliated person or entity of Purchaser without the prior written consent of Seller. Purchaser shall not be permitted to assign its rights and/or obligations to any other party without the prior written consent of Seller, which may be withheld or given in Seller's sole discretion.

(e) Time. Time is of the essence of this Contract. If the date for performance of any action or for the expiration of any time period shall fall on a weekend or holiday honored by the federal government, such date of performance or expiration shall be extended until the next Monday or non-holiday, as applicable.

(f) Section Headings; Gender and Number. The headings inserted at the beginning of each Section are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any of the terms or provisions hereof. The plural shall include the singular and the singular, the plural, wherever the context so admits. The use of any one gender shall include all others.

(g) Entire Contract. This Contract contains all of the terms, agreements, promises, covenants, conditions, representations and warranties made or entered into by and between Seller and Purchaser, and supersedes all prior discussions and agreements, whether written or oral, between Seller and Purchaser with respect to the sale and purchase of the Property, and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Contract may be executed with signatures delivered by either facsimile or scanned email, and copies of such signatures so delivered shall be deemed as originals.

(h) Amendment. This Contract may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(i) Authority. Seller and Purchaser each represent and warrant to the other that the individuals executing this Contract on their behalf are duly authorized and empowered to do so, and that upon such execution, this Contract shall be binding upon and enforceable by Seller and Purchaser in accordance with its terms.

(j) Waiver. No waiver by Seller or Purchaser, their respective successors or assigns, of any term, covenant, condition, restriction or agreement, or any breach or Seller's Default or Purchaser's Default of any of the foregoing shall be deemed to imply or constitute a further waiver of the same or any subsequent breach or default.

(k) Counterparts. This Contract may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

(The original copy of the foregoing contract, including all exhibits thereto, is on file with the Clerk to the Board and shall be retained in accordance with the applicable records retention schedule(s).)

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

23
RESOLUTION NO. 26-466

IN THE MATTER OF CREATING THE DELAWARE COUNTY REGIONAL TRANSIT AUTHORITY:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 99-901, formally establishing a county transit system for Delaware County and creating a Delaware County Transit Board, pursuant to sections 306.01 and 306.02 of the Revised Code; and

WHEREAS, pursuant to section 306.01(A) of the Revised Code, in effect as of the adoption of Resolution No. 99-901, no county transit board shall be appointed nor any county transit system established in any county which is included in whole or in part in a regional transit authority established pursuant to sections 306.30 to 306.53 of the Revised Code; and

WHEREAS, prior to October 25, 1999, portions of Delaware County were included in a regional transit authority established pursuant to sections 306.30 to 306.53 of the Revised Code, specifically the Central Ohio Transit Authority ("COTA"); and

WHEREAS, the Board's declarations and actions undertaken in Resolution No. 99-901 reflected an intention to provide transit services and facilities within those parts of Delaware County not served by COTA; and

WHEREAS, pursuant to section 306.32 of the Revised Code, if a regional transit authority includes only a portion of an entire county, a regional transit authority for the same purposes may be created in the remaining portion of the same county by resolution of the board of county commissioners; and

WHEREAS, the Board wishes to create a regional transit authority within the portion of Delaware County not included in COTA, with the intention of replacing the transit system and transit board established in Resolution No. 99-901;

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

Section 1. The Board hereby finds and determines that it is necessary to create a regional transit authority, to include all portions of Delaware County not included in COTA, in order to promote the public health, safety, convenience, and welfare by providing transit services and facilities to those parts of Delaware County not served by COTA.

Section 2. The Board hereby declares that Delaware County is acting alone in the creation of a regional transit authority, pursuant to section 306.32 of the Revised Code. This Resolution may be amended to include additional counties, municipal corporations, or townships or for any other purpose, by the adoption of the amendment by this Board and the board of county commissioners of each county, the legislative authority of each municipal corporation, and the board of township trustees of each township which proposes to join the regional transit authority.

Section 3. The Board hereby declares that the official name of the regional transit authority created herein shall be the Delaware County Regional Transit Authority, which may operate under fictitious names the board of trustees determines.

Section 4. The Board hereby declares that the principal office of the Delaware County Regional Transit

Authority shall be located at 119 Henderson Court, Delaware, Ohio 43015. The board of trustees may select a different principal office location upon a majority vote of the board of trustees and approval of this Board by resolution.

Section 5. The Board hereby declares that the members of the board of trustees of the Delaware County Regional Transit Authority shall consist of the following members appointed for the specified initial terms:

Member Name	Term Commences	Term Expires
Jill Love	July 1, 2026	June 30, 2027
Ben Turner	July 1, 2026	June 30, 2027
Forest Wilson	July 1, 2026	June 30, 2027
Darlene Magold	July 1, 2026	June 30, 2028
Todd Miller	July 1, 2026	June 30, 2028
Sarah Huffman	July 1, 2026	June 30, 2029
Bruce Luecke	July 1, 2026	June 30, 2029

The compensation for the members of the board of trustees shall be established by a resolution adopted by a majority vote of the board of trustees and ratified by a resolution approved by a majority of this Board. Compensation shall not exceed fifty dollars for each board and committee meeting attended by a member, except that if compensation is provided annually it shall not exceed six thousand dollars for the president of the board or four thousand eight hundred dollars for each other board member. The Board hereby directs the board of trustees of the Delaware County Regional Transit Authority to take all necessary actions to organize as a regional transit authority in accordance with sections 306.30 to 306.53 of the Revised Code.

Section 6. The Board hereby declares that vacancies on the board of trustees of the Delaware County Regional Transit Authority shall be filled by this Board. Successor members of the board of trustees shall serve terms of three years, except that any person appointed to fill a vacancy shall be appointed to only the unexpired term. Any appointed trustee is eligible for reappointment.

Section 7. The Board hereby declares that the expenses of the Delaware County Regional Transit Authority shall be apportioned to Delaware County, subject to appropriation of this Board.

Section 8. The Board hereby declares that the purposes, including the kinds of transit facilities, for which the Delaware County Regional Transit Authority is organized are as set forth in section 306.30 and 306.31 of the Revised Code.

Section 9. The creation of the Delaware County Regional Transit Authority shall be effective immediately upon adoption of this Resolution.

Section 10. The Board hereby declares that the territorial boundaries of the Delaware County Regional Transit Authority shall be coextensive with the territorial boundaries of Delaware County, except for those portions of Delaware County already included in COTA.

Section 11. The Board hereby transfers the governing authority of the Delaware County Transit System to the Board, pursuant to section 306.01(B) of the Revised Code. The transfer shall be effective on December 29, 2026, whereupon the Delaware County Transit Board shall be dissolved, and the Board shall assume all contracts, property, and debts of the Delaware County Transit Board, and all transit employees shall be transferred to the control of the Board. Upon completion of the transfer, the Board intends to convey all transit system property to the Delaware County Regional Transit Authority, pursuant to section 306.51 of the Revised Code.

Section 12. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 13. This Resolution shall be in full force and effect immediately upon its adoption.

Vote on Motion Mrs. Lewis aye Mr. Benton aye Mr. Merrell absent

24
10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE HARSH #480 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners opened the hearing at 10:00 A.M.

The Board of Commissioners closed the hearing at 10:25 A.M.

RESOLUTION NO. 26- 467

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACKNOWLEDGING RECEIPT OF THE WRITTEN OBJECTIONS AND EXCEPTIONS TO THE ASSESSMENTS FILED IN THE PROCEEDINGS FOR THE HARSH #480 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on September 8, 2021, a Drainage Improvement Petition for the Harsh #480 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on June 10, 2021, the Board adopted Resolution No. 22-182, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Harsh #480 Watershed Drainage Improvement Project; and

WHEREAS, the Board scheduled a final hearing on the Harsh #480 Watershed Drainage Improvement Project for June 29, 2026; and

WHEREAS, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board not less than five days before the date fixed for the final hearing; and

WHEREAS, on June 23, 2026, Brandon and Nelli Petry submitted written objections and an exception to the assessment for the Harsh #480 Drainage Improvement Petition Project (exception labeled "Exhibit AA" and available in the Commissioners' Office file for the Harsh #480 Drainage Improvement Petition Project); and

WHEREAS, on June 24, 2026, Joseph and Allison Craft submitted written objections and an exception to the assessment for the Harsh #480 Drainage Improvement Petition Project (exception labeled "Exhibit BB" and available in the Commissioners' Office file for the Harsh #480 Drainage Improvement Petition Project); and

WHEREAS, the Board finds the exceptions to the assessments meet the facial requirements of R.C. 6131.17;

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

Section 1. The Board hereby acknowledges the receipt of the written objections filed by Brandon and Nelli Petry and Joseph and Allison Craft, which shall be accepted as the owners' comments on the petition, submitted in accordance with section 6131.08 of the Revised Code.

Section 2. The Board hereby acknowledges the timely receipt of the exceptions to the assessments filed by Brandon and Nelli Petry and Joseph and Allison Craft, to the extent it is submitted as an exception to the county engineer's schedules of assessments, pursuant to section 6131.17 of the Revised Code.

Section 3. The Board of Commissioners of Delaware County, Ohio accepts for consideration the exceptions to the assessments filed by Brandon and Nelli Petry and Joseph and Allison Craft for the Harsh #480 Drainage Improvement Petition Project (exceptions to the assessments labeled "Exhibit "AA" and Exhibit "BB" and available in the Commissioners' Office file for the Harsh #480 Drainage Improvement Petition Project).

Vote on Motion Mrs. Lewis aye Mr. Benton aye Mr. Merrell absent

RESOLUTION NO. 26-468

IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE PETITION FOR THE HARSH #480 WATERSHED DRAINAGE IMPROVEMENT PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST IS EQUAL TO OR EXCEEDS THE BENEFITS OF THE IMPROVEMENT; THE IMPROVEMENT IS NOT NECESSARY; OR THE IMPROVEMENT IS NOT CONDUCIVE TO THE PUBLIC WELFARE:

It was moved by Mrs. Lewis, seconded by Mr. Benton to set aside the order for and dismiss the petition for the Harsh #480 Watershed Drainage Improvement Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the improvement; the improvement is not necessary; or the improvement is not conducive to the public welfare.

Vote on Motion Mr. Merrell absent Mr. Benton aye Mrs. Lewis aye

RESOLUTION NO. 26-469

IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE HARSH #480 WATERSHED DRAINAGE IMPROVEMENT PROJECT, INCLUDING THE COSTS INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES, BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE

FINAL HEARING:

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

The Board of Commissioners of Delaware County, State of Ohio hereby ORDERS that the costs for the proceedings of the Harsh #480 Watershed Drainage Improvement Project, including the costs incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules, shall be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the final hearing, and that the land owners shall be given the option to pay the costs in a single installment or over two years, in semi-annual installments, as taxes are paid. No interest shall be charged on the installments.

Vote on Motion Mrs. Lewis aye Mr. Merrell absent Mr. Benton aye

25
ADMINISTRATOR REPORTS
County Administrator, Tracie Davies
-July 4th is our 250th year
-thankful for our America 250 committee members and all their planning for the 250 celebration

26
COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-America 250 – celebrating our Freedoms we have in our Nation.
-Attended the Preservation Parks Gala
-such amazing work they are doing with the new park and updates of their existing parks
Commissioner Benton
-no session Thursday
-CEBCO Wellness Programs
-new updates are coming
-Landbank Meeting today
-regarding cyber security

27
RESOLUTION NO. 26-470

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, DISCIPLINE AND COLLECTIVE BARGAINING AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

It was moved by Mrs. Lewis, seconded by Mr. Benton 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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 employment, discipline, and collective bargaining.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

Vote on Motion Mr. Benton aye Mr. Merrell absent Mrs. Lewis aye

28
RESOLUTION NO. 26-471

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 Mrs. Lewis aye Mr. Benton aye Mr. Merrell absent

There being no further business, the meeting adjourned.

_____
Jeff Benton

_____
Barb Lewis

_____
Gary Merrell

_____
Jennifer Walraven, Clerk to the Commissioners