

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 9, 2009

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-136

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 4, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 4, 2009; and

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

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

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

PUBLIC COMMENT

(Complete Record Available On The Official Electronic CD Minutes)

1. Delaware City Council Member Jim Moore; Concerns on County Wide Outdoor Warning System. City would like information in writing on the proposed plan for the County Wide Outdoor Warning System before it will support a levy.
2. David Betz, with the City of Powell, in favor of the annexation petition request to annex 9.774 acres, in Liberty Township to the City of Powell.
3. Gerry Cotter, Genoa Township Trustee, support for County Wide Outdoor Warning System, would like to see May Ballot.
4. Todd Webber, *Community Over-site Association*, against the annexation petition request to annex 9.774 acres, in Liberty Township to the City of Powell.
5. Kevin Humphreys, with SSA LTD, against the annexation petition request to annex 9.774 acres, in Liberty Township to the City of Powell.
6. Mary Jane Santos, Library, Present for Operating Levy questions and support.
7. Tom Hart, with City of Powell, in favor of the annexation petition request to annex 9.774 acres, in Liberty Township to the City of Powell.
8. Rob Meyer, representing Petitioners for/ in favor of the annexation petition request to annex 9.774 acres, in Liberty Township to the City of Powell.
9. Peggy Guzzo, Liberty Township Trustee, support for County Wide Outdoor Warning System, would like to see May Ballot.

RESOLUTION NO. 09-137

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0206, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0206:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0206, memo transfers in batch numbers MTAPR0206 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line
R0902767	OHIO STATE UNIVERSITY, THE	TUITION/BOOKS/FEES	22311611 - 5348	\$6,500.00	0001
R0902846	COMPMANAGEMENT	CLAIM ACTIVITY	61311923 - 5370	\$15,000.00	0001

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R0902861	FILTER TECHNOLOGY INC	FURNACE FILTERS FOR COUNTY OFCS	10011105 - 5201	\$5,900.00	0001
R0902861	FILTER TECHNOLOGY INC	SHIPPING AND HANDLING ON FILTERS	10011105 - 5331	\$200.00	0002

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

RESOLUTION NO. 09 -138

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Pam Pruett and Larry Hager attend a Northwoods Training Session in Dublin, Ohio February 18, 2009, at the cost of \$616.80.

The Department of Job and Family Services is requesting that Peg Watkins attend a Conference on Adult Protective Services in Columbus, Ohio March 24, 2009, at the cost of \$170.00.

The Environmental Services Department is requesting that David Finney attend a Sewage Sludge Technical Training in Columbus, Ohio February 11, 2009 at the cost of \$25.00.

The Environmental Services Department is requesting that Chad Antle, Fred Fowler and Tiffany Jenkins attend a BIA Economic Forecast Presentation in Columbus, Ohio February 27, 2009 at no cost.

The Commissioners' Office is requesting that Tommy Thompson attend a CCAO Commissioner's Training at Deer Creek February 23-25, 2009 at the cost of \$470.20.

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

RESOLUTION NO. 09-139

IN THE MATTER OF DECLARING THE INTENT OF THE DELAWARE COUNTY COMMISSIONERS TO PROCEED WITH THE COMPLETION OF THE SECOND FLOOR JAIL RENOVATION FOR THE DELAWARE COUNTY JAIL:

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

Whereas, the Judges within Delaware County have requested additional beds at the county jail to house inmates, and

Whereas, the Delaware County Sheriff is working in cooperation with the US Marshals and Immigration Offices to assist in holding non-violent offenders, and

Whereas, the Delaware County Sheriff is looking to contract with these agencies to generate fees to cover the costs of housing non-violent offenders, and

Whereas, the Delaware County Board of County Commissioners desire to allocate additional space for the Delaware County Jail, and

Whereas, The Delaware County Jail has unfinished space on the 2nd floor

THEREFORE BE IT RESOLVED by the Board of Commissioners of Delaware County:

1. It is the intention of the Board of Delaware County Commissioners to move forward with the completion of the Second Floor Jail Renovation for the Delaware County Jail.

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

RESOLUTION NO. 09-140

IN THE MATTER OF APPROVING A TIME WARNER CABLE LLC., THROUGH ITS MID-OHIO DIVISION, COMMERCIAL CABLE TELEVISION SERVICE AGREEMENT FOR THE DELAWARE COUNTY JAIL:

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

**TIME WARNER CABLE LLC,
THROUGH ITS MID-OHIO DIVISION**

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COMMERCIAL CABLE TELEVISION SERVICE AGREEMENT

EFFECTIVE DATE OF AGREEMENT: _____

BUSINESS INFORMATION:

Delaware County Jail ("Licensee")
844 US Highway 42 N.
Delaware, Ohio 43015

BILLING INFORMATION:

Delaware County Jail
844 US Highway 42 N.
Delaware, Ohio 43015

SERVICE LEVELS OUTLETS AND MONTHLY FEE:

Number of Outlets Receiving Basic Service: 29

Program Service Channel Lineup: Refer to Exhibit A

Monthly Fee: Refer to Exhibit B

Construction Cost to Customer: \$15,083.00

Installation/Activation Fee: \$0.00

Term: This Agreement shall begin on March 1, 2009 (or first date of activation), and end on February 28, 2012 (or three years from first date of activation).

TERMS AND CONDITIONS:

1. SERVICE: Time Warner Cable LLC, Through Its Mid-Ohio Division ("Company") will furnish Company's cable television service ("Service") during the Term to Delaware County Jail, 844 US Highway 42 N., Delaware, Ohio 43015 ("Licensee") as specified by this Agreement. The Service is described in Exhibit A of this Agreement.

2. INSTALLATION: Company has installed or will install its distribution cables, drop cables, building/outlet cables, amplifiers and other equipment to provide Service to the Licensee's building(s) and outlets. Company is responsible for maintaining this distribution system. Company may utilize existing distribution system and equipment not installed by Company after reasonable inspection and approval by Company. Company is responsible for expenses associated with the provision of its Service only. Licensee is responsible for expenses associated with the provision of other non-cable television services. The cost to construct plant to the facility is \$15,083.00 and is payable by OWNER. The installation fee to activate the service shall be \$ 0.

3. EFFECTIVE DATE AND TERM: The Effective Date of this Agreement is the date listed at the top of this page. The Term of this Agreement ("Term") shall begin on the first date of activation of service and continue for a period of Three (3) years, as referenced above, in the attached Exhibit B and applicable amendments. This Agreement will be automatically extended for successive One (1) year periods ("Extension Period") unless terminated by EITHER PARTY by written notice delivered to the OTHER PARTY Sixty (60) days prior to the expiration date. During each annual Extension Period, Company reserves the right to increase the monthly rate by 7%.

4. MONTHLY FEE: For each month of the Term, Licensee will pay Company the monthly fee specified in Exhibit B of this Agreement no later than Thirty (30) days after Company bills Licensee. The monthly fee may be prorated for any portion of a service month at the beginning or end of the Term. Licensee is responsible for all taxes and franchise fees, which will be added to the monthly fee specified in Exhibit B.

5. MISUSE OF SERVICE: Licensee will prevent the Service from being viewed or utilized other than as expressly permitted herein. Without limiting the generality of the foregoing, Licensee will prevent any audio or visual recording or duplication to be made of any part of the Service; any alteration, modification or addition to be made to the Service; any advertising or other materials to be used in conjunction with the Service (unless already included therein); any exhibit of the Service other than at the individual outlets set forth on the first page hereof; or any admission fee from being charged for purposes of viewing the Service. Licensee acknowledges that the violation of its obligations under this paragraph may subject Licensee and others to criminal and/or civil liabilities.

6. SPACE AND ACCESS: Licensee will at all times provide Company with adequate space and access at its premises for the installation, operation, maintenance, inspection, replacement and disconnection of distribution cables, drop cables, building/outlet cables, amplifiers and other equipment in connection with the Service. Company shall have no liability to Licensee for holes in walls and other damage of equipment except in the event of negligence by Company.

7. COMPANY'S EQUIPMENT: Company shall at all times be the owner of all equipment ("Equipment"), which includes: distribution cables, drop cables, building/outlet cables, amplifiers and other equipment installed on or in premises in connection with the Service. None of the Equipment placed under, over, on or in

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premises shall be deemed to be fixtures or in any way attached to the property. Company may remove Equipment any time following termination of this Agreement. Licensee shall have no right, title, interest or claim in, to or in respect of the Equipment during the Term of this Agreement or following the termination of this Agreement. Licensee agrees not to tamper with, re-route or in any way interfere with the Equipment. Licensee shall not, or allow a third person to, attach any electric, electronic or other devices other than a standard television without Company's written consent. Licensee shall be responsible to Company for the reasonable costs of repair or replacement of any such Equipment damaged, lost or stolen while on or in premises, but shall not be responsible for ordinary wear and tear.

8. LICENSEE'S EQUIPMENT AND WIRING: Licensee accepts full responsibility for cable, wiring and equipment installed by Licensee, Agent and/or contractor not affiliated with Company. Licensee, Agent and/or contractor will coordinate the installation of cable, wiring and equipment with Company to ensure compliance to specific requirements and standards. Company will assist and advise Licensee regarding all cable, wiring and equipment requirements and standards. Licensee agrees to reimburse Company for all expenses incurred by Company in correcting cable, wiring and equipment problems and system inadequacies as a result of the workmanship of Licensee, Agent and/or contractors not affiliated with Company.

9. FAILURE TO PAY: Any time that payment of monthly fee is overdue by Thirty (30) days or more, Company may discontinue the service with or without notice to Licensee. Licensee may be charged a reasonable fee for the collection of back balances and the reactivation of service to Licensee. In the event that Licensee's account is overdue by Two (2) or more months, Company may terminate the term of this Agreement. In the event that this agreement is terminated for failure or unwillingness to pay, Licensee accepts responsibility for all construction costs incurred by Company to bring Licensee service and the complete balance of the Agreement including monthly fees, penalty fees and other applicable charges.

10. CONTENT OF PROGRAMMING: Licensee acknowledges that the reception of the Service is controlled by the viewer and waives any claim that might be made against Company or its suppliers with reference to the content of the programming included in the Service.

11. LOSS OF SERVICE: Loss of Service, for any reason, due to any operational failure shall not relieve Licensee of its obligation to make timely payments in full as provided herein. Company shall not be liable for any Loss of Service unless due to Company's negligence. When reasonably justified, Company will reduce the Licensee's monthly fee on a prorated basis for Loss of Service, where no portion of the Service is received at Licensee's premises through no fault of Licensee. Prorated reductions will not include the first Forty-eight (48) hours following reasonable notice.

12. INDEMNITY: To the fullest extent of the law and without limitation, Company agrees to indemnify and hold free and harmless the Licensee, the Delaware County Sheriff, the Delaware County Board of County Commissioners, Delaware County, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Company' performance of this Contract, including, but not limited to the performance or actions of the Company's officers, officials, boards, employees, agents, servants, volunteers, or representatives. Company agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Company shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Company further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Company shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

Company shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Licensee, the Delaware County Sheriff, the Delaware County Board of County Commissioners, and Delaware County from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of Company.

13. TERMINATION FOR CONVENIENCE: Either party may terminate this Agreement at any time and for any reason, without penalty, by giving at least thirty (30) days advance notice, in writing, to the other party. The Company shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

14. CAMPAIGN FINANCE — COMPLIANCE WITH ORC § 3517.13: Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or

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other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Company, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With Q.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

15. DMA FORM STATEMENT: Company certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Company agrees to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

16. EQUAL OPPORTUNITY EMPLOYMENT: In fulfilling the obligations and duties of this Agreement, Company shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

Company shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Company agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Company complies with all applicable federal and state non-discrimination laws. Company shall incorporate the foregoing requirements of this section in all of its Agreements for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

17. FINDINGS FOR RECOVERY: Company certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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

19. SEVERABILITY: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

20. MISCELLANEOUS: This Agreement shall be binding upon the parties hereto, their successors and assigns provided, however, that Licensee may not assign or transfer its rights or delegate its duties hereunder without the express written consent of Company, which consent shall not be unreasonably withheld by Company. This Agreement contains the entire understanding of the parties and supersedes all prior understandings of the parties. This Agreement and all matters and issues shall be governed by the laws of the State of Ohio. This Agreement shall not become effective, and shall not be binding upon Company in any way, until an authorized officer of Company has executed this Agreement and delivered such executed copy to Licensee.

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

All notices shall be sent to:
Time Warner Cable
P.O. Box 2553
Columbus, OH 43216
Attention: Commercial Sales Department

All notices to be sent to Licensee shall be sent to:
Delaware County Jail ("Licensee")
844 US Highway 42 N.
Delaware, Ohio 43015

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EXHIBIT A - BASIC SERVICE

Subject to the terms and conditions of Company's cable television franchise for Columbus, Ohio and applicable regulations of the Federal Communications Commission, Company's commercial cable television service shall consist of the following programs:

- WSFJ (Religious)
- Government Access
- TV Guide Channel
- WBNS (CBS)
- Community Information
- WCMH (NBC)
- WTTE (FOX)
- WSYX (ABC)
- Home Shopping Network
- WOSU (PBS)
- The Learning Channel
- WWHO (UPN)
- Travel Channel
- WUAB (Cleveland)
- WGN Superstation (Chicago)
- TBS Superstation (Atlanta)
- QVC (Home Shopping)
- ShopNBC (Home Shopping)
- The History Channel
- Community 21 -Public Access TV
- CSPAN (Public Affairs)
- Hallmark Channel
- Time Warner Connection/Sport! TV
- Educational Access
- Local Weather Radar
- CNN Headline News

Company may, at its discretion, substitute substantially similar programming for the programs in the service listed above, upon thirty (30) days written notice to Licensee.

Note: Channels above 13 require cable ready televisions.

**EXHIBIT B
Payment Schedule
29 Outlets**

ANNUAL PAYMENT PERIODS	PER OUTLET RATE	MONTHLY FEE
March 1, 2009 — February 28, 2010	\$ 6.60	\$ 191.40
March 1, 2010 — February 28, 2011	\$ 6.86	\$ 198.94
March 1, 2011 — February 28, 2012	\$ 7.13	\$ 206.77
Vote on Motion	Mr. O'Brien Aye	Mr. Thompson Aye
		Mr. Hanks Nay

RESOLUTION NO. 09-141

**IN THE MATTER OF APPROVING THE TECHNICAL SERVICE SUPPORT AGREEMENT
BETWEEN MEDTRONIC PHYSIO-CONTROL CORPORATION AND THE DELAWARE COUNTY
SHERIFF'S OFFICE:**

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

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 12669801
DELAWARE CO SHERIFF OFFICE
844 US 42 NORTH
DELAWARE, OH 43015

Bill to # 12669801
DELAWARE CO SHERIFF OFFICE
844 US 42 NORTH
DELAWARE, OH 43015

This Technical Service Support Agreement begins on 2/1/09 and expires on 1/31/2011.

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The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Medtronic Physio-Control Corp.'s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$10,476.00 per term, payable in Annual installments.
*by this reference Exhibit 1 is hereby incorporated in and is made part of this agreement.

Special Terms: 15% Discount on all Electrodes

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: GARY PAYNE, EALL59
District: GREAT LAKES
Phone: 800-442-1142 X2397
FAX: 800-772-3340

Equipment Location: DELAWARE CO SHERIFF OFFICE, 12669801
844 US 42 North
Delaware, Ohio 43015

Scope of Service: AED 1 on site inspection per year with 1lithium battery

(A copy of the Medtronic Physio-Control Corp. Service Order Terms And Conditions is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 09-142

RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION (R.C. SECTIONS 5705.03, 5705.23) LIBRARY OPERATING LEVY:

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

WHEREAS, the Board of Library Trustees of the Delaware County District Library, Delaware, Union, Morrow, Marion and Franklin Counties, Ohio (the "Library"), a public library subject to the jurisdiction of Delaware County, as its taxing authority, has passed a resolution requesting the Board of County Commissioners of Delaware County to seek voter approval of a tax levy for current expenses of the Library.

WHEREAS, the Delaware County Auditor has certified that such tax will generate \$4,714,033 during the first year of collection, based on the current assessed valuation of the territory of the Library of \$4,714,033, 597;

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

Section 1. It is necessary to levy a tax in excess of the ten-mill limitation for current expenses of the Library.

Section 2. The question of such tax levy shall be submitted to the electors of the Library at the election to be held therein on May 5, 2009. The Library shall reimburse Delaware County for costs of the election as certified by the Board of Elections of Delaware County.

Section 3. Such tax levy shall be at a rate not exceeding one (1.0) mill for each one dollar of valuation, which amounts to ten cents (\$0.10) for each one hundred dollars of valuation, for ten (10) years.

Section 4. Such levy shall be placed upon the tax list and duplicate for the current tax year, commencing in 2009, first due in calendar year 2010, if a majority of the electors voting thereon vote in favor thereof.

Section 5. This Board finds, determines and declares that the levy of the tax, if approved by the electors, is necessary to the proper furnishing and rendering of free public library services in the territory of the Library and for the residents of the territory of the Library.

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Section 6. The form of the ballot to be used at said election shall be substantially as follows:

An additional tax for the benefit of the Delaware County District Library for the purpose of current expenses at a rate not exceeding one (1.0) mill for each one dollar of valuation, which amounts to ten cents (\$0.10) for each hundred dollars of valuation for ten years, commencing in 2009, first due in calendar year 2010.

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

Section 7. The Board of County Commissioners of Delaware County shall hereby direct The Clerk Of The Board to certify a copy of this resolution to the Board of Elections of Delaware County, Ohio, not later than February 19, 2009.

Section 8. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and that 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 Section 121.22 of the Ohio Revised Code.

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

RESOLUTION NO. 09-143

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 9.774 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

Whereas, on January 12, 2009, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Robert A Meyer Jr. Porter, Wright, Morris and Arthur, agent for the petitioners, of 9.774 acres, more or less, in Liberty Township to the City of Powell.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 9.774 acres, more or less, in Liberty Township to the City of Powell.

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

RESOLUTION NO. 09-144

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, THOMAS L. HART WITH WILES, BOYLE, BURKHOLDER & BRINGARDNER, CO. LPA, REQUESTING ANNEXATION OF 0.46 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Hanks, seconded by Mr. Thompson to acknowledge that on February 5, 2009, the Clerk to the Board of Commissioners received an annexation petition request to annex 0.46 acres from Delaware Township to the City of Delaware.

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

RESOLUTION NO. 09-145

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

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

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

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

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

BASIC RATES

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

Hourly: Paid after 60 hours

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

Hourly Paid for .1 hour to 7.9 hours

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

Hourly: Paid after 50 hours

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

Hourly Paid for .1 hour to 7.9 hours

**Delaware City Schools
Delaware City School SACC
621 Pennsylvania Ave.,
Delaware, Oh 43015**

	Full Time	Part Time	Hourly
Kindergarten	\$ 95.00	\$ 78.32	\$ 5.47
Before or After	\$ 55.00	\$ 55.00	\$ 5.47
School Age	\$ 106.58	\$ 78.32	\$ 5.47
Grades 1 – 4:			
Before or After	\$ 55.00	\$ 55.00	\$ 5.47
Before & After	\$ 70.00	\$ 70.00	\$ 5.47
Grades 5 & 6:			
Before or After	\$ 55.00	\$ 55.00	\$ 5.47
Before & After	\$ 70.00	\$ 70.00	\$ 5.47
Summer School Age	\$ 153.80	\$ 104.31	\$ 6.40

**Kindercare Learning Center
4895 Sawmill Rd.,
Columbus, Oh 43232**

	Full Time	Part Time	Hourly
Infants	\$ 224.60	\$ 165.01	\$ 9.20
Toddlers	\$ 196.77	\$ 139.44	\$ 8.56
Preschoolers	\$ 167.41	\$ 107.71	\$ 6.13
School Age	\$ 111.91	\$ 82.24	\$ 5.74
Summer School Age	\$ 161.49	\$ 109.53	\$ 6.72
Before or After	\$ 101.85	\$ 82.24	\$ 5.74

**Donna Teegarden
13012 Centerburg Rd.
Sunbury, Oh 43074**

Infants	Toddlers	Preschool	School
\$147.34 Full-time Wk	\$143.00 Full-time Wk	\$132.58 Full-time Wk	\$118.55 Full-time Wk
\$108.33 Part-time Wk	\$110.72 Part-time Wk	\$112.42 Part-time Wk	\$ 89.61 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
SUMMER:	Full Time \$130.73	Part Time \$ 94.89	Hourly \$ 6.08

**Dawnya Coleman
56 High St.
Delaware, Oh 43015,**

Infants	Toddlers	Preschool	School
\$147.34 Full-time Wk	\$143.00 Full-time Wk	\$132.58 Full-time Wk	\$118.55 Full-time Wk
\$108.33 Part-time Wk	\$110.72 Part-time Wk	\$112.42 Part-time Wk	\$ 89.61 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
SUMMER:	Full Time	Part Time	Hourly

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\$130.73 \$ 94.89 \$ 6.08

The Learning Center
149 Charring Cross Dr.
Westerville, Ohio 43081

	Full Time	Part Time	Hourly
Infants	\$ 213.90	\$ 157.15	\$ 8.76
Toddlers	\$ 187.40	\$ 132.80	\$ 8.15
Preschoolers	\$ 159.44	\$ 102.58	\$ 5.84
School Age	\$ 106.58	\$ 78.32	\$ 5.47
Summer School Age	\$ 153.80	\$ 104.31	\$ 6.40

Erika Harvey
1884 Jermain Dr.
Collumbus, Oh 43219

Infants		Toddlers		Preschool		School	
\$147.34	Full-time Wk	\$143.00	Full-time Wk	\$132.58	Full-time Wk	\$118.55	Full-time Wk
\$108.33	Part-time Wk	\$110.72	Part-time Wk	\$112.42	Part-time Wk	\$ 89.61	Part-time Wk
\$ 5.17	Hourly	\$ 4.88	Hourly	\$ 5.77	Hourly	\$ 5.28	Hourly
SUMMER:		Full Time		Part Time		Hourly	
		\$130.73		\$ 94.89		\$ 6.08	

Lisa Rucker
743 Woodrow Ave.
Marion, Oh 43302,

Infants		Toddlers		Preschool		School	
\$114.00	Full-time Wk	\$115.07	Full-time Wk	\$111.07	Full-time Wk	\$104.30	Full-time Wk
\$ 81.65	Part-time Wk	\$ 80.41	Part-time Wk	\$ 82.04	Part-time Wk	\$ 69.19	Part-time Wk
\$ 2.99	Hourly	\$ 3.00	Hourly	\$ 2.82	Hourly	\$ 2.93	Hourly
SUMMER:		Full Time		Part Time		Hourly	
		\$108.78		\$ 85.49		\$ 6.08	

Theresa Mitchell
6843 Hilmar Dr.
Westerville, Oh 43082

Infants		Toddlers		Preschool		School	
\$147.34	Full-time Wk	\$143.00	Full-time Wk	\$132.58	Full-time Wk	\$118.55	Full-time Wk
\$108.33	Part-time Wk	\$110.72	Part-time Wk	\$112.42	Part-time Wk	\$ 89.61	Part-time Wk
\$ 5.17	Hourly	\$ 4.88	Hourly	\$ 5.77	Hourly	\$ 5.28	Hourly
SUMMER:		Full Time		Part Time		Hourly	
		\$130.73		\$ 94.89		\$ 6.08	

Diana Mahoney
186 Greenbrier Rd.
Sunbury, Oh 43074

Infants		Toddlers		Preschool		School	
\$147.34	Full-time Wk	\$143.00	Full-time Wk	\$132.58	Full-time Wk	\$118.55	Full-time Wk
\$108.33	Part-time Wk	\$110.72	Part-time Wk	\$112.42	Part-time Wk	\$ 89.61	Part-time Wk
\$ 5.17	Hourly	\$ 4.88	Hourly	\$ 5.77	Hourly	\$ 5.28	Hourly
SUMMER:		Full Time		Part Time		Hourly	
		\$130.73		\$ 94.89		\$ 6.08	

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

RESOLUTION NO. 09-146

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES , AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND THE EDUCATION SERVICE CENTER OF CENTRAL OHIO:

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

2009 CONTRACT

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
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**FOR THE PURCHASE OF SERVICES
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN
FIRST COUNCIL
AND
EDUCATION SERVICE CENTER OF CENTRAL OHIO**

This Contract is entered into this 1st day of December, 2008 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the EDUCATION SERVICE CENTER OF CENTRAL OHIO (hereinafter, "ESCCO") whose address is 2080 Citygate Drive, Columbus, OH 43219 (hereinafter collectively, the "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the DCDJFS is in need of a Council Manager for the Delaware County Family and Children First Council, and

WHEREAS, ESCCO is qualified and willing to provide required services.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

ESCCO hereby agrees to provide one staff person, Kathy McWatters, for .5 FTE or 510 hours, to act as Council Manager.

2. TERM:

This Agreement shall be effective January 1, 2009 through June 30, 2009.

3. SCOPE OF SERVICES/DELIVERABLES:

As Council Manager, Kathy McWatters:

- will facilitate work of Family and Children First Council
- will serve as liaison with local, county and state agencies
- will meet as needed with partner agency administrators to assure compliance with all assigned project functions
- will work with fiscal and administrative agents to review monthly fiscal reports and provide budget oversight
- will seek additional funding resources
- will meet with the other community agency administrators to facilitate community collaborations and partnerships
- will provide effective project evaluation and implementation of data-driven improvements that will continually allow Family and Children First Council to meet the needs of the participants and the community

4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

The DCDJFS shall reimburse ESCCO for services at the rate of \$20,200. Such payments shall be made in quarterly installments of \$10,100 with the first payment beginning January 1, 2009. (Other quarterly payments will be April 1, 2009.)

B. MAXIMUM PAYMENT

ESCCO agrees to accept as full payment for services rendered in a manner satisfactory to the DCDJFS, the maximum amount of Twenty Thousand Two Hundred Dollars (\$20,200).

5. LIMITATION OF SOURCE OF FUNDS:

The ESCCO warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.

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6. DUPLICATE BILLING/OVERPAYMENT:

The ESCCO warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by the ESCCO to other sources of funding for the same services. In case of overpayments, the ESCCO agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

7. INFORMATION REQUIREMENTS:

The ESCCO will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include a quarterly and year end report of services provided and outcomes achieved.

8. AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the ESCCO shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCDJFS and the above named parties shall be permitted by the ESCCO to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The ESCCO, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the ESCCO shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the ESCCO shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

9. INDEPENDENT FINANCIAL RECORDS:

The ESCCO shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

10. SERVICE DELIVERY RECORDS:

The ESCCO shall maintain records of services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state and/or DCDJFS personnel.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

The ESCCO agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The ESCCO is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The ESCCO agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The ESCCO agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS:

The ESCCO shall act in performance of this Contract as an independent contractor. As an independent contractor, the ESCCO and/or its officers, employees, representatives, agents, volunteers

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and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, and Delaware County.

14. **PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:** (Other than audit) The DCDJFS, the Board, and the ESCCO, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions in the performance of and/or provision of services under this Agreement.

15. **TERMINATION:**

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The ESCCO shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the ESCCO shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the ESCCO that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the ESCCO understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the DCDJFS.

16. **SAFEGUARDING OF CLIENT:**

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services or programs provided pursuant to this Contract for any purpose not directly related with the administration of this Contract is strictly prohibited except upon the written consent of the DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

17. **CIVIL RIGHTS:**

DCDJFS and the ESCCO agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

18. **ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:**

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The ESCCO agrees as a condition of this Contract to make all services and/or programs provided pursuant to this Contract accessible to the disabled/handicapped. The ESCCO further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

20. DRUG-FREE WORKPLACE:

The ESCCO certifies and affirms that any staff, subcontractor, and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

21. DMA FORM STATEMENT:

The ESCCO certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the ESCCO agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

22. FINDINGS FOR RECOVERY:

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

23. NOTICES:

All notices which may be required by this Contract or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :

ESCCO:
Bart Anderson
Superintendent
EDUCATION SERVICE CENTER OF
CENTRAL OHIO
2080 City Gate Drive
Columbus, OH 43219

DCDJFS:
Mona Reilly
Director
DCDJFS

140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

24. GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

25. SEVERABILITY:

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

26. ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

27. SIGNATURES:

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

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28. EFFECT OF SIGNATURE:

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

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

RESOLUTION NO. 09-147

IN THE MATTER OF APPROVING THE CONTRACT FOR THE PURCHASE OF SERVICES AND PROGRAMS BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND FAMILY AND CHILDREN FIRST COUNCIL FOR THE AFTER SCHOOL STUDENT INTERVENTION DEMONSTRATION PROJECT:

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

**2008-2009 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
FAMILY AND CHILDREN FIRST COUNCIL**

This Contract is entered into this 20th day of October, 2008 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the FAMILY AND CHILDREN FIRST COUNCIL (hereinafter, "FCFC") whose address is 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the FCFC operates the After School Student Intervention Demonstration Project which provides various intervention and screening programs and services to at risk youth in Delaware County, Ohio.

WHEREAS, DCDJFS has accepted federal TANF funds for state fiscal year 2009 ("SFY 2009") to provide various intervention and screening programs and services to at risk youth as part its human services duties and needs to provide such services or contract out for services; and,

WHEREAS, the FCFC is willing to provide such services or contract out for services; and,

WHEREAS, the FCFC is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the FCFC, for and on behalf of DCDJFS, will provide intervention programs and services (hereinafter collectively "Services") to at risk students in Delaware County, Ohio. Eligibility for participation in the services shall be determined by DCDJFS and/or FCFC. Services to be provided and the budget for such Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), Appendix II (Budget), and Appendix III (Back to the Basics: Basic Screenings For Kids At-Risk) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I," "Appendix II," and "Appendix III.")

2. TERM:

This Agreement shall be effective October 20, 2008 retroactive to September 1, 2008, through June 30, 2009.

3. SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to DCDJFS by the FCFC are set forth and are more fully described in Appendix I and Appendix III.

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4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

- 1.
2. The DCDJFS shall reimburse the FCFC in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I and Appendix III.
- 3.
4. To receive such reimbursement, the FCFC shall submit to DCDJFS proper monthly invoices for Services actually provided. Such reimbursement shall be paid by DCDJFS to the FCFC within thirty (30) days of receipt by DCDJFS of proper monthly invoices and accompanying documentation

B. MAXIMUM PAYMENT

The FCFC agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Sixty Six Thousand Two Hundred Three Dollars and No Cents (\$ 66,203.00) or (2) the amount of actual expenditures made by the FCFC for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Sixty Six Thousand Two Hundred Three Dollars and No Cents (\$ 66,203.00). See Appendix II.

5. LIMITATION OF SOURCE OF FUNDS:

The FCFC warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

6. DUPLICATE BILLING/OVERPAYMENT:

The FCFC warrants that claims made to DCDJFS for payment, shall be for actual Services rendered and do not duplicate claims made by the FCFC to other sources of funding for the same Services. In case of overpayments, the FCFC agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

7. INFORMATION REQUIREMENTS:

The FCFC will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved.

8. AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, the FCFC shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCDJFS and the above named parties shall be permitted by the FCFC to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The FCFC, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the FCFC shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the FCFC shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

9. INDEPENDENT FINANCIAL RECORDS:

The FCFC shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

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10. SERVICE DELIVERY RECORDS:

The FCFC shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

The FCFC agrees, if required by the director of DCDJFS, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The FCFC is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The FCFC agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The FCFC agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS:

The FCFC shall act in performance of this Contract as an independent contractor. As an independent contractor, the FCFC and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, and Delaware County.

14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

DCDJFS, the Board, and the FCFC, as a governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

15. RESPONSIBILITY FOR DCDJFS / COUNTY PROPERTY:

FCFC shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of FCFC or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of FCFC as related to this Contract or Services provided thereunder.

16. TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The FCFC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the FCFC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the FCFC that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the FCFC understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the FCFC agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

17. SAFEGUARDING OF CLIENT:

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for Services provided pursuant to this Contract for any purpose not directly related with the administration of this Contract is strictly prohibited except upon the written consent of the DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

18. CIVIL RIGHTS:

DCDJFS and the FCFC agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that FCFC will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

19. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The FCFC agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The FCFC further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

20. FAIR HEARING:

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the Services. The FCFC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the DCDJFS relative to any such appeals and/or state hearings. Additionally, the FCFC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

21. DRUG-FREE WORKPLACE:

The FCFC agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The FCFC shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

22. DMA FORM STATEMENT:

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
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The FCFC certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the FCFC agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

23. FINDINGS FOR RECOVERY:

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

24. NOTICES:

All notices which may be required by this Contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

FCFC:

Kathy McWatters
Coordinator
FCFC
4565 Columbus Pike
Delaware, Ohio 43015

DCDJFS:

Mona Reilly
Director
DCDJFS
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

25. PUBLICITY:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the Serives provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.

26. GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

27. SEVERABILITY:

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

28. ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

29. SIGNATURES:

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

30. EFFECT OF SIGNATURE:

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

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

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 9, 2009**

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND BIG BROTHERS BIG SISTERS:

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

**2008-2009 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS
BETWEEN THE FAMILY AND CHILDREN FIRST COUNCIL
AND
BIG BROTHERS BIG SISTERS**

This Contract is entered into this 4th day of February, 2009 by and between the Family and Children First Council (hereinafter, "FCFC"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the BIG BROTHERS BIG SISTERS (hereinafter, "BBBS") whose address is 39 Winter Street, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the BBBS operates the After School Student Intervention Demonstration Project which provides various educational and intervention programs, classes, and services to youth in Delaware County, Ohio.

WHEREAS, FCFC has accepted federal Temporary Assistance For Needy Families (TANF) funds for state fiscal year 2009 ("SFY 2009") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

WHEREAS, the BBBS is willing to provide such services or contract out for services; and,

WHEREAS, the BBBS is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the BBBS, for and on behalf of FCFC, will provide after school educational and intervention programs and services (hereinafter collectively "Services") to youth in Delaware County, Ohio. Eligibility for participation in the programs and services shall be determined by FCFC and/or BBBS. Services to be provided and the budget for such Services are respectively described in detail and/or set forth in Appendix I (Statement of Work) and Appendix II (Budget) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I," and "Appendix II")

TERM:

This Agreement shall be effective February 4, 2009, retroactive to September 1, 2008, through June 30, 2009.

SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to FCFC by the BBBS are set forth and are more fully described in Appendix I and Appendix II.

FINANCIAL AGREEMENT:

PAYMENT PROCEDURES:

The FCFC shall reimburse the BBBS in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I.

To receive such reimbursement, the BBBS shall submit to FCFC proper monthly invoices for Services actually provided. Such invoices shall be in accordance with Appendix I and shall include documentation, satisfactory to FCFC, of Services actually provided. Such reimbursement shall be paid by FCFC to the BBBS within thirty (30) days of receipt by FCFC of proper monthly invoices and accompanying documentation.

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MAXIMUM PAYMENT

The BBBS agrees to accept as full payment for Services rendered in a manner satisfactory to FCFC, the lesser of the following: (1) The maximum amount of Seven Thousand Two Hundred Dollars and No Cents (\$ 7,200.00) or (2) the amount of actual expenditures made by the BBBS for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Seven Thousand Two Hundred Dollars and No Cents (\$ 7,200.00). See Appendix II.

LIMITATION OF SOURCE OF FUNDS:

The BBBS warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

DUPLICATE BILLING/OVERPAYMENT:

The BBBS warrants that claims made to FCFC for payment, shall be for actual Services rendered and do not duplicate claims made by the BBBS to other sources of funding for the same Services. In case of overpayments, the BBBS agrees to repay the FCFC the amount of overpayment and that to which it is entitled.

INFORMATION REQUIREMENTS:

The BBBS will provide such information to FCFC as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved.

AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as the FCFC, the Comptroller General of the United States, the State, or other agency or individual authorized by the FCFC may deem necessary, the BBBS shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The FCFC and the above named parties shall be permitted by the BBBS to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The BBBS, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the BBBS shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the BBBS shall contact the FCFC in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

INDEPENDENT FINANCIAL RECORDS:

The BBBS shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or FCFC personnel.

SERVICE DELIVERY RECORDS:

The BBBS shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or FCFC personnel.

RESPONSIBILITY FOR INDEPENDENT AUDIT:

The BBBS agrees, if required by the director of FCFC, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The BBBS is responsible for any and all costs associated with such an independent audit and shall make copies of such

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independent audit available to FCFC without cost to FCFC.

RESPONSIBILITY OF AUDIT EXCEPTIONS:

The BBBS agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The BBBS agrees to reimburse the FCFC and the Board the amount of any such audit exception.

INDEPENDENT CONTRACTORS:

The BBBS shall act in performance of this Contract as an independent contractor. As an independent contractor, the BBBS and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, FCFC, and Delaware County.

PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

FCFC, the Board, and the BBBS, as a governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

RESPONSIBILITY FOR FCFC / COUNTY PROPERTY:

BBBS shall assume full responsibility for any damage to or loss of any FCFC and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of BBBS or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of BBBS as related to this Contract or Services provided thereunder.

TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The BBBS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the BBBS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

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It is understood by the BBBS that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the BBBS understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the BBBS agrees to hold harmless FCFC and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by FCFC.

SAFEGUARDING OF CLIENT:

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for Services provided pursuant to this Contract for any purpose not directly related with the administration of this Contract is strictly prohibited except upon the written consent of the FCFC and the individual or, if a minor, his/her responsible parent or guardian.

CIVIL RIGHTS:

FCFC and the BBBS agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that BBBS will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The BBBS agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The BBBS further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

FAIR HEARING:

In accordance with state regulations, FCFC is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the Services. The BBBS, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the FCFC relative to any such appeals and/or state hearings. Additionally, the BBBS, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

DRUG-FREE WORKPLACE:

The BBBS agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The BBBS shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

DMA FORM STATEMENT:

The BBBS certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the BBBS agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

FINDINGS FOR RECOVERY:

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
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The BBBS certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

NOTICES:

All notices which may be required by this Contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

BBBS:

Kerri Robe
Director, Delaware County
BBBS
39 Winter Street
Delaware, Ohio 43015

FCFC:

Mona Reilly
Authorized Representative
FCFC
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

PUBLICITY:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the Services provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the FCFC.

GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

SEVERABILITY:

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

SIGNATURES:

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

EFFECT OF SIGNATURE:

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

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

RESOLUTION NO. 09-149

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES , AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND DELAWARE CITY SCHOOLS:

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

**2008-2009 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS
BETWEEN THE FAMILY AND CHILDREN FIRST COUNCIL
AND**

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 9, 2009**

DELAWARE CITY SCHOOLS

This Contract is entered into this 4th day of February, 2009 by and between the Family and Children First Council (hereinafter, "FCFC"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware City Schools (hereinafter, "DCS") whose address is 248 North Washington Street, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the DCS operates the After School Student Intervention Demonstration Project which provides various educational and intervention programs, classes, and services to youth in Delaware County, Ohio.

WHEREAS, FCFC has accepted federal Temporary Assistance For Needy Families (TANF) funds for state fiscal year 2009 ("SFY 2009") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

WHEREAS, the DCS is willing to provide such services or contract out for services; and,

WHEREAS, the DCS is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the DCS, for and on behalf of FCFC, will provide after school educational and intervention programs and services (hereinafter collectively "Services") to youth in Delaware County, Ohio. Eligibility for participation in the programs and services shall be determined by FCFC and/or DCS. Services to be provided and the budget for such Services are respectively described in detail and/or set forth in Appendix I (Statement of Work) and Appendix II (Budget) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I," and "Appendix II")

TERM:

This Agreement shall be effective February 4, 2009 retroactive to September 1, 2008, through June 30, 2009.

SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to FCFC by the DCS are set forth and are more fully described in Appendix I and Appendix II.

FINANCIAL AGREEMENT:

PAYMENT PROCEDURES:

The FCFC shall reimburse the DCS in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I .

To receive such reimbursement, the DCS shall submit to FCFC proper monthly invoices for Services actually provided. Such invoices shall be in accordance with Appendix I and shall include documentation, satisfactory to FCFC, of Services actually provided. Such reimbursement shall be paid by FCFC to the DCS within thirty (30) days of receipt by FCFC of proper monthly invoices and accompanying documentation.

MAXIMUM PAYMENT

The DCS agrees to accept as full payment for Services rendered in a manner satisfactory to FCFC, the lesser of the following: (1) The maximum amount of Thirty Seven Thousand Four Hundred Forty Dollars and No Cents (\$ 37,440.00) or (2) the amount of actual expenditures made by the DCS for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Thirty Seven Thousand Four Hundred Forty Dollars and No Cents (\$ 37,440.00). See Appendix II.

LIMITATION OF SOURCE OF FUNDS:

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The DCS warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

DUPLICATE BILLING/OVERPAYMENT:

The DCS warrants that claims made to FCFC for payment, shall be for actual Services rendered and do not duplicate claims made by the DCS to other sources of funding for the same Services. In case of overpayments, the DCS agrees to repay the FCFC the amount of overpayment and that to which it is entitled.

INFORMATION REQUIREMENTS:

The DCS will provide such information to FCFC as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved.

AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as the FCFC, the Comptroller General of the United States, the State, or other agency or individual authorized by the FCFC may deem necessary, the DCS shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The FCFC and the above named parties shall be permitted by the DCS to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The DCS, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the DCS shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the DCS shall contact the FCFC in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

INDEPENDENT FINANCIAL RECORDS:

The DCS shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or FCFC personnel.

SERVICE DELIVERY RECORDS:

The DCS shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or FCFC personnel.

RESPONSIBILITY FOR INDEPENDENT AUDIT:

The DCS agrees, if required by the director of FCFC, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The DCS is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to FCFC without cost to FCFC.

RESPONSIBILITY OF AUDIT EXCEPTIONS:

The DCS agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The DCS agrees to reimburse the FCFC and the Board the amount of any such audit exception.

INDEPENDENT CONTRACTORS:

The DCS shall act in performance of this Contract as an independent contractor. As an independent

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contractor, the DCS and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, FCFC, and Delaware County.

PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

FCFC, the Board, and the DCS, as a governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

RESPONSIBILITY FOR FCFC / COUNTY PROPERTY:

DCS shall assume full responsibility for any damage to or loss of any FCFC and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of DCS or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of DCS as related to this Contract or Services provided thereunder.

TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The DCS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DCS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the DCS that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the DCS understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the DCS agrees to hold harmless FCFC and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by FCFC.

SAFEGUARDING OF CLIENT:

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The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for Services provided pursuant to this Contract for any purpose not directly related with the administration of this Contract is strictly prohibited except upon the written consent of the FCFC and the individual or, if a minor, his/her responsible parent or guardian.

CIVIL RIGHTS:

FCFC and the DCS agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that DCS will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The DCS agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The DCS further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

FAIR HEARING:

In accordance with state regulations, FCFC is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the Services. The DCS, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the FCFC relative to any such appeals and/or state hearings. Additionally, the DCS, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

DRUG-FREE WORKPLACE:

The DCS agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The DCS shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

DMA FORM STATEMENT:

The DCS certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the DCS agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

FINDINGS FOR RECOVERY:

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

NOTICES:

All notices which may be required by this Contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

DCS:

Karen Jackson

FCFC:

Mona Reilly

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SACC Director
DCS
248 North Washington Street
Delaware, Ohio 43015

Authorized Representative
FCFC
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

PUBLICITY:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the Services provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the FCFC.

GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

SEVERABILITY:

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

SIGNATURES:

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

EFFECT OF SIGNATURE:

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

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

RESOLUTION NO. 09-150

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AS ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, AND JOBS FOR OHIO'S GRADUATES:

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

**2008-2009 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS
BETWEEN THE FAMILY AND CHILDREN FIRST COUNCIL
AND
JOBS FOR OHIO'S GRADUATES**

This Contract is entered into this 4th day of February, 2009 by and between the Family and Children First Council (hereinafter, "FCFC"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Buckeye Valley Local Schools (hereinafter, "JOG") whose address is 4565 Columbus Pike, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the JOG operates the After School Student Intervention Demonstration Project which provides various educational and intervention programs, classes, and services to youth in Delaware County, Ohio.

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WHEREAS, FCFC has accepted federal Temporary Assistance For Needy Families (TANF) funds for state fiscal year 2009 (“SFY 2009”) to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

WHEREAS, the JOG is willing to provide such services or contract out for services; and,

WHEREAS, the JOG is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the JOG, for and on behalf of FCFC, will provide after school educational and intervention programs and services (hereinafter collectively “Services”) to youth in Delaware County, Ohio. Eligibility for participation in the programs and services shall be determined by FCFC and/or JOG. Services to be provided and the budget for such Services are respectively described in detail and/or set forth in Appendix I (Statement of Work) and Appendix II (Budget) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively “Appendix I,” and “Appendix II”)

TERM:

This Agreement shall be effective February 4, 2009 retroactive to September 1, 2008, through June 30, 2009.

SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to FCFC by the JOG are set forth and are more fully described in Appendix I and Appendix II.

FINANCIAL AGREEMENT:

PAYMENT PROCEDURES:

The FCFC shall reimburse the JOG in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I .

To receive such reimbursement, the JOG shall submit to FCFC proper monthly invoices for Services actually provided. Such invoices shall be in accordance with Appendix I and shall include documentation, satisfactory to FCFC, of Services actually provided. Such reimbursement shall be paid by FCFC to the JOG within thirty (30) days of receipt by FCFC of proper monthly invoices and accompanying documentation.

MAXIMUM PAYMENT

The JOG agrees to accept as full payment for Services rendered in a manner satisfactory to FCFC, the lesser of the following: (1) The maximum amount of Fifteen Thousand Dollars and No Cents (\$ 15,000.00) or (2) the amount of actual expenditures made by the JOG for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Fifteen Thousand Dollars and No Cents (\$ 15,000.00). See Appendix II.

LIMITATION OF SOURCE OF FUNDS:

The JOG warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

DUPLICATE BILLING/OVERPAYMENT:

The JOG warrants that claims made to FCFC for payment, shall be for actual Services rendered and do not duplicate claims made by the JOG to other sources of funding for the same Services. In case of overpayments, the JOG agrees to repay the FCFC the amount of overpayment and that to which it is entitled.

INFORMATION REQUIREMENTS:

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The JOG will provide such information to FCFC as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved.

AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as the FCFC, the Comptroller General of the United States, the State, or other agency or individual authorized by the FCFC may deem necessary, the JOG shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The FCFC and the above named parties shall be permitted by the JOG to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The JOG, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the JOG shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the JOG shall contact the FCFC in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

INDEPENDENT FINANCIAL RECORDS:

The JOG shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or FCFC personnel.

SERVICE DELIVERY RECORDS:

The JOG shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or FCFC personnel.

RESPONSIBILITY FOR INDEPENDENT AUDIT:

The JOG agrees, if required by the director of FCFC, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The JOG is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to FCFC without cost to FCFC.

RESPONSIBILITY OF AUDIT EXCEPTIONS:

The JOG agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The JOG agrees to reimburse the FCFC and the Board the amount of any such audit exception.

INDEPENDENT CONTRACTORS:

The JOG shall act in performance of this Contract as an independent contractor. As an independent contractor, the JOG and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, FCFC, and Delaware County.

PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

FCFC, the Board, and the JOG, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective

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board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

RESPONSIBILITY FOR FCFC / COUNTY PROPERTY:

JOG shall assume full responsibility for any damage to or loss of any FCFC and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of JOG or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of JOG as related to this Contract or Services provided thereunder.

TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The JOG shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the JOG shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the JOG that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the JOG understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the JOG agrees to hold harmless FCFC and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by FCFC.

SAFEGUARDING OF CLIENT:

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for Services provided pursuant to this Contract for any purpose not directly related with the administration of this Contract is strictly prohibited except upon the written consent of the FCFC and the individual or, if a minor, his/her responsible parent or guardian.

CIVIL RIGHTS:

FCFC and the JOG agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that JOG will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of

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Health and Human Services and termination of this Contract.

ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The JOG agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The JOG further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

FAIR HEARING:

In accordance with state regulations, FCFC is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the Services. The JOG, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the FCFC relative to any such appeals and/or state hearings. Additionally, the JOG, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

DRUG-FREE WORKPLACE:

The JOG agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The JOG shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

DMA FORM STATEMENT:

The JOG certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the JOG agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

FINDINGS FOR RECOVERY:

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

NOTICES:

All notices which may be required by this Contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

JOG:

Tish Jenkins
Director
JOG
4565 Columbus Pike
Delaware, Ohio 43015

FCFC:

Mona Reilly
Authorized Representative
FCFC
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

PUBLICITY:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the Services provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the FCFC.

GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any

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and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

SEVERABILITY:

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

SIGNATURES:

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

EFFECT OF SIGNATURE:

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

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

RESOLUTION NO. 09-151

IN THE MATTER OF ADOPTING THE DELAWARE COUNTY REVOLVING LOAN FUND GUIDELINES:

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses, and

WHEREAS, the County has adopted guidelines to govern the proper use of its RLF funds.

NOW THEREFORE BE IT RESOLVED, that Delaware County Board of Commissioners does hereby approve the following Revolving Loan Fund guidelines.

DELAWARE COUNTY
REVOLVING LOAN FUND GUIDELINES

PART I PROGRAM ELEMENTS

A. Statement of Program Goals and Objectives.

The revolving Loan Fund (RLF) program of Delaware County has been established to meet the following primary goals.

1. Encourage the expansion and stability of the economic base of Delaware County.
2. Encourage increased employment opportunities particularly for low and moderate-income residents in Delaware County.

To meet these goals the RLF will address the following objectives.

1. Stimulate private sector capital formation.
2. Assist in business loan packaging strategy, which uses both private and public sectors as recourses.
3. Encourage employment opportunities for under-employed and unemployed, low and moderate income residents.

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4. Coordinate with other local and regional economic development activities and organizations to the greatest extent practical, including the Ohio Department of Development, the local Community Improvement Corporation, Chambers of Commerce, and banking institutions.

B. Identification of Financing Problems.

The RLF is designed to address financing problems faced by the local business community. These problems, which have been identified by County Officials and community business and industrial leaders, are:

1. Conservative lending policies by area financial institutions.
2. Reluctance of area lenders to use underwriting standards to allow participation in ventures of higher risk.
3. Financial institutions not being familiar with the role they should take in a private-public partnership ventures using available Federal and State financial incentives.

The RLF will not be used to compete with or replace any capacity of the local lending institutions. The RLF will provide only the minimum “gap” financing, or the portion of the project financing that is necessary or appropriate to make the project go forward. The financing needs of a business will be addressed by the RLF by providing only the amount necessary, in the form of a direct loan at favorable and flexible terms, to induce the local financial institutions to complete the financing package, securing fixed assets and offering the longest term possible. The effect of blended interest rates and terms for repayment will be to enable a business to proceed with an otherwise unfeasible project.

C. Targeting Criteria.

All private, for profit commercial businesses and industrial concerns located and operating, or willing to locate and operate within the geographic boundaries of Delaware County are eligible for participation in this RLF program. However, loans shall not be made to any business or industrial concern, which has a principal who is:

1. An elected official in Delaware County, or a member of their administrative staffs; or
2. A voting member of the Loan Review Committee for the Delaware County RLF.

Eligibility for participation in this RLF program is initially based on the above location requirement. Furthermore, participating firms must create or retain private sector jobs, and loans will be targeted to small, locally owned manufacturing and service/commercial businesses where opportunities for private sector job creation are greatest. The funds will also target loans for businesses/industries with “spin-off” potential that would impact economically on the region. In the future, changing conditions may result in the targeting of RLF funds to meet economic needs of more specific locations, sectors of the local economy, and/or population groups.

The target criteria may be amended by the Loan Review Committee (LRC) if these provision needs to change.

D. Standards for the RLF Portfolio.

This section of the RLF Plan defines standards to be achieved by the total cumulative impact of this RLF portfolio as a whole, and individual loans will generally conform to these standards, but may vary depending on the economic benefits to be achieved by each. The following standards, together with the targeting criteria, will determine this RLF Program’s effectiveness as a tool for economic development, and serve to distinguish the program from other conventional lending sources.

1. Project should produce at least one (1) new or retained job for each \$25,000 of RLF investment, but it is not required that each project meet this criteria. However, all projects will be judged against these criteria, and to the maximum extent feasible, only those projects that meet or exceed this criteria should be funded. This ratio is flexible based on the project’s merit and may be increased above the one job per \$25,000 maximum in cases where minority businesses are involved or 100% of the new jobs are for low/moderate income persons. Job creation attributable to RLF funds must take place within eighteen (18) months of project completion.
2. At a minimum, at least 51% of the employment opportunities created or retained must be made available to persons from low/moderate income households. Within two (2) weeks of loan approval, the County shall submit a summary of the review of each loan including the procedures and certifications to meet the LMI benefit criteria. (Refer to the National Objective checklist, and Community Development Block

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Grant, Job Benefit Verification Form that are on file at the Delaware Economic Development Department.)

3. For every dollar of RLF program funds included as part of the financing package, at least one (1) other dollar must be leveraged (1:1). Private sector, as well as public sector dollars may be included. At least 15% of the project's fixed costs must be financed by participation by a conventional lender.
4. The program must be assured that required financing is not available through other sources, and that, without RLF program involvement, the project will not proceed and employment opportunities will not be created/retained as planned. This assurance will be obtained through credit analysis of the applicant's financial capacity and through obtaining one or both of the following items:
 - A. Written certification by the applicant of financial need, and/or,
 - B. Written lender certification of the applicant's financial need.
5. No applicant will be denied a loan on the basis of race, color, national origin, religion, age, handicap, or sex.
6. Eligible applicants for financial assistance will include any person, partnership, cooperative or corporation engaged in manufacturing, servicing or retail for profit. Such concerns may be:
 - A. Existing businesses/industries, or businesses/industries willing to locate into the County area;
 - B. New businesses, expansions, or retentions.
 - C. Traditional or new technology.
7. Standards to achieve other benefits.

Special consideration will be given to businesses/industries which meet one or more of the following criteria:

- A. Minority business enterprise.
- B. Women's business enterprise.
- C. Low/moderate income enterprise.
- D. High degree of linkage within the area's economy.
- E. Introduction of new goods/services to the area.
- F. Prevention of loss of significant number of employment opportunities, but for the involvement of RLF program.
- G. Redevelopment of blighted/vacant land/facilities for productive use.
- H. Significant employment criteria.
- I. Significant generation of additional tax revenue.
- J. Significant growth potential.

Each of these standards is directly related to a specific goal and /or objective as stated in Section I of this Plan. These standards may, however, be changed with approval from the Office of Housing & Community Partnerships as area needs are met and/or develop.

E. Financing Policies and Techniques.

1. The estimated average size of future loans is cost/job \$25,000 with a maximum limit of \$500,000 available to a single borrower. As funds are recaptured and new loan funds are made available, no more than 50% of the anticipated annual program income will be made available to any single borrower. This policy for present and future loans may be waived if the success of the project is determined by the County and the Office of Housing and

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Community Partnerships (OHCP)/ Ohio Department of Development (ODOD) to significantly benefit the area and to clearly meet and exceed underwriting standards.

2. Eligible types of loans include the following.
 - A. Fixed asset loans for the acquisition and improvement of land, buildings, plant facilities and equipment, (new or improved equipment must have at least a five (5) year life) including new construction or renovation of existing facilities, modernization, demolition and site preparation; and /or
 - B. Working capital (not to exceed 30% of anticipated annual program income).

3. Projects that will not normally be considered for financing assistance by the RLF if the following exist.
 - A. Attempt to finance and implement historically uncompetitive or unsuccessful ventures.
 - A. Franchise business (will be considered in special situations).
 - B. Highly commercial ventures that offer little in the way of community/economic benefits or employment opportunities.
 - C. Land banking, or renovation/construction of buildings for speculative purposes.
 - D. Projects that involve the relocation of a business/industry from one area of the State of Ohio to another. Exceptions may be made upon approval by the LRC and OHCP only if:
 1. Relocation of the business/ industry will demonstrate additional long term job creation; and /or
 2. The business is able to demonstrate, to the satisfaction of the LRC and OHCP/ODOD, that the operation of such business/industry cannot be continued in the existing location.
 - E. Those are not willing to offer equal opportunity in the employment of women and minorities.
 - F. Those that cannot demonstrate the ability to repay the loan.
 - G. Those that do not conform to civil rights legislation and /or are likely to be involved in unfair labor practices.
 - H. Those that do not have proper certifications, licenses, patent rights, permits, etc. in advance of operations.
 - I. Ventures requiring 100% financing by the RLF program.
 - J. Ventures those are not current with local, State, or Federal taxes.
 - K. Ventures those are not current with other loans.
 - L. Ventures with inherent environmental problems.
 - M. Ventures with cash or equity less than five (5) percent of project costs.
 - N. Ventures with the capacity to borrow funds from conventional sources on acceptable terms.

4. All applicants requesting assistance from this RLF program will be required to file a formal application with the LRC. The LRC will require sufficient information to assure that the project is feasible, that RLF financing is necessary, and that the project will go forward if assistance is provided.

5. To the maximum extent possible, the LRC will identify and direct the applicant in pursuing other programs offered by local, State and Federal authorities and programs, including the following:
 - A. Farmers Home Administrations (FMHA) Grant and Loan programs.

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- B. Industrial Revenue Bonds (IRB).
- C. Ohio Department of Development (ODOD) Community Development Block Grant (CDBG) Program.
- D. Ohio 166 Program.
- E. ODOD Minority Development Financing Commission Loans.
- F. Ohio Water Development Authority (OWDA) Loans.
- G. Small Business Administration Loans and Loan Guarantees.
- H. Withrow Linked Deposit Program.

These programs shall be marketed and used to the maximum extent possible.

- 6. Typically, at least five (5) percent of the total project costs must be furnished by the business as equity infusion. Additional equity may be required. (e.g., (15%-20%) for a business start-up).
- 7. Each loan will be secured by appropriate collateral, mortgages or liens, in addition to a promissory note. The County may take a subordinate position on mortgages and liens, if necessary, in order for a project to proceed. Also, loans will be secured by personal guarantees, to the greatest extent feasible.
- 8. The typical interest rate to be charged by the RLF program will range between five (5) to seven (7) percent. This rate will be negotiated, however, depending upon the financial needs of the business/industry for the particular project.
- 9. The RLF program financing will not be offered for a term longer than the life of the asset financed. A typical term for financing will be five (5) to fifteen (15) years. This term will, however, vary dependent upon the life of the asset(s) involved and the financing needs of the business for the project. A business may be offered a term up to 20 years for real estate and up to ten (10) years for machinery and equipment, with the maximum term not to exceed the life of the asset.
- 10. An equal monthly repayment schedule for the term of the loan will normally be required by the RLF program. Alternative loan repayment schedules may be developed where circumstances warrant.

To meet the credit needs of a business, the special financing techniques offered to the borrow may include, but not limited to, the following:

- A. "Balloon" payments at the end of a shortened term, thereby requiring a re-evaluation of the borrower's financing needs;
- B. Deferral of interest or principal; and /or
- C. Subordination of loans to primary and secondary lenders.
- 11. A penalty of four (4) percent of the monthly payment may be required for any payment, which is, more than thirty (30) days pay due.
- 12. The County may consider a borrower's request to restructure a loan or modify the loan terms after the first calendar year following the loan closing. Any modification or restructuring shall be based on a thorough analysis of the financial capacity of the borrower and a recertification of financial need. The County must adhere to the same policies and procedures established for the initial approval of loan applicants.
- 13. The loan agreement between the County and the borrower will specify that the loan shall be called and the borrower found in default if the borrower should move its operations or assets, paid for with the low interest loan, from the geographic boundaries of the County area during the term of the loan.
- 14. This RLF program will require that any business receiving assistance will provide the County with access to whatever records and information needed in order to determine that funds have been properly expended and that the projected accomplishments have been achieved.

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15. The borrower will bear the costs of all accounting services, appraisals, legal counsel, surveys, environmental review, and any other fees associated with the preparation and filing of the application.
16. Delaware County will provide the necessary administrative services for implementation of the RLF program. Administrative costs may be reimbursed from program income, subject to OHCP policy limitations.

If a loan is sold, any calculated interest and profit may also be used to cover administrative costs.

If RLF program income is not utilized for administrative expenses, these funds will be added to the revolving loan funds.

F. Time Schedule for Loan Closing and Recapitalization Strategy.

Upon approval of a loan application, a loan closing will be schedule for closing within 45 days.

G. Related Activities.

1. Technical assistance will be provided by the Delaware County economic Development Department.
2. County staff is available and shall provide the following services to RLF applicants:
 - A. Census data.
 - B. Labor Market information.
 - C. Federal, State, and Local financing resources.
 - D. Industrial site and building inventory.
 - E. Grant writing.
3. To the greatest extent possible, the County will encourage involvement of the local offices of the Ohio Bureau of Employment Services (OBES), the JTPA Organization, and Community Action Organization (CAO'S) to ensure that jobs created with RLF program funds are made available to low/moderate income residents.

H. Conflict of Interest.

No member, official or employee of Delaware County or a voting member of the LRC, or any consultant shall have any personal interest, direct or indirect, in loans, issued by the County. Nor shall any such member, official, or employee participate in any decision relating to loans which affects his/her personal interests of any corporation, partnership or association in which he/she is, directly or indirectly, interested.

I. Necessary or Appropriate.

RLF financial participation in any project shall be limited to gap financing, i.e., only that amount of financing necessary to make the project go forward. RLF assistance must be documented to fill one of three gaps:

- A. Capital: Necessary funds to complete the financing package are not available from any other source.
- B. Feasibility: Conventional financing does not allow for an acceptable return on investment for the business to go forward.
- C. Locational: Excessive or unusual site costs necessitate RLF assistance to make said site competitive and suitable for development.

Within two weeks of LRC approval of any loan request, the County shall submit to OHCP a summary of the LRC's review of the loan, including documentation on meeting this "necessary or appropriate" test (refer to the Necessary or Appropriate Checklist on file at Delaware Economic Development Department).

PART II ADMINISTRATIVE ELEMENTS

A. Revolving Loan Committee.

The loan administrative board will be called the Loan Review Committee (LRC). The LRC shall be appointed by the County Board of Commissioners and shall be comprised of representatives of the following:

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- Representative from County Government
- 2 Representatives from the Business Community
- Representative from the Chamber of Commerce
- 2 Representatives from the financial institutions
- Representative from the political subdivision where the proposed RLF project is located
- Representative from an organization/entity serving the County's LMI population

The Screening, recommendation for approval and monitoring of loans will be the responsibility of the Loan Administrator. The Delaware County Board of Commissioners shall make the final approval on all loans.

B. Staff Capacity.

The Delaware County Economic Development Director shall serve as the Loan Administrator.

The Loan Administrator shall be responsible for: intake of applications; preliminary analysis of loans based on program criteria and potential economic benefits to the project area; joint financial/credit analysis with the applicant's financial institution; and working with special staff and consultants, i.e., attorneys, accountants, engineers, architects, and others, as required to process or document applications.

1. At semi-annual meetings, The Loan Administrator will provide the LRC the following information:
 - A. Current status of the RLF Program.
 1. Funds available for loan.
 2. Accounts receivable.
 3. Program income available for administrative expenses.
 4. Financial report of administrative income/expenditures.
2. The Loan Administrator shall also submit this semi-annual report. (refer to the Semi-Annual Report for RLF Projects on file at Delaware County Economic Development Department) to OHCP.

C. Loan Review.

1. The LRC will meet as necessary to review loan applications presented by the Loan Administrator. The LRC will review each application and financial and credit analysis of the project to determine:
 - A. Number and type of jobs created/retained.
 - B. Minimum amount of participation necessary.
 - C. Ability of applicant to repay the loan.
 - D. Collateral or security available.
 - E. Trends from business history or market.
 - F. Environmental concerns (positive or negative).
 - G. Hiring practices.
 - H. Willingness of applicant to offer new jobs to long term unemployed and JTPA eligible persons.
 - I. Willingness of applicant to establish or participate in on the job training programs.
 - J. Development benefits and special considerations.

2. The assistance of outside consultants for the following may be required as determined by the Loan Administrator.

- A. Financial and Credit Analysis – The business or industry's local financial institution will be required to prepare a joint financial and credit analysis. The financial

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institution will be requested to share information, including credit reports, creditors, trade accounts, preliminary title and chattel reports. The Loan Administrator will be responsible for assuring that the financial institution's commitment is for the maximum funding level.

- B. Legal Counsel- Preparation of appropriate documents including, but not limited to, mortgage insurance, loan closing documents and review/preparation of legal documents related to loans, delinquencies and defaults, as needed. The legal counsel of the RLF program will be the County Prosecuting Attorney and will serve the committee on an as needed basis.
 - C. Loan Servicing – The loan shall be serviced by staff of the Delaware County Commissioners
- D. Loan Selection and Approval Process.
- 1. Marketing – The marketing outreach program will ensure that all potential applicants may be given the opportunity to share in the RLF program's resources. As funds are made available to the RLF program, the Loan Administrator and LRC will advertise the program via the following methods.
 - A. News articles and advertisements
 - B. Public service announcements
 - C. Site visits with area businesses.
 - D. Presentations made by the Loan Administrator to various community and business related groups and organizations.
 - 2. Application Process and Review.
 - A. Applications for revolving loan funds are made to the County using an application form provided at the initial loan conference along with a copy of the revolving loan fund guidelines. The application provides a brief description of the project including the following information (refer to the Revolving Loan Fund (RLF) Application on file at the Delaware County Economic Development Department).
 - 1. Current financial statements including balance sheets and income statements for the applicant's three (3) most recent fiscal years. If statements are not externally generated the last three federal income tax returns must be furnished.
 - 2. Current interim financial statements (within 60 days) of the applicant and where applicable, of its parent company certified by the officers of the respective companies and maintained current during loan processing.
 - 3. Pro forma (projections of income and expenses) for the next three years of operation following project completion. The projected income should reflect the applicant's ability to repay debt out of earnings.
 - 4. Such non-financial information as the review committee deems necessary, including, but not limited to:
 - A. Estimates or firm quotations, receipts, contract orders, invoices, leases, or equivalent documentation from architects, engineers, contractors, sub-contractors, lessors, or others involved in the sale, lease of construction of the fixed assets, if any, for the applicant's project, including schedules of implementation.
 - B. Back-up information regarding the applicants operating costs including projected employment by job category and applicable wage rates.
 - C. General information about management capability, including resumes for top management and marketing plans.
 - 5. Such additional back-up information as the review committee may require regarding collateral, such as appraisals and valuation of non-project assets and guarantees.
 - 6. Information on how the applicant proposes to meet applicable environmental regulations, standards, or conditions.

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7. The loan administrator will provide, upon request, technical assistance and loan packaging assistance in the preparation of this documentation in cooperation with the participating financial institution.
 - A. On eligible loan requests, a copy of application is submitted to members of the LRC.
 - B. The LRC will have seven (7) days minimum notice of a loan request prior to the meeting. All eligible loans will be reviewed, and then taken before the Board of Commissioners for approval or disapproval. All decisions of the Board are final.

3. Final RLF Loan Approval.
 - A. The Delaware County Board of Commissioners shall have the final authority to approve/disapprove any RLF loan. At the time of final consideration by the Board, evidence of conventional lender commitment for participation must be included in the overall package.

- E. Loan Servicing and Monitoring.
 1. General Procedures.
 - A. Loan Closing
 1. Once all parties have approved a loan commitment, the Loan Administrator will take action to ensure that all-necessary closing and filing documents are prepared and the necessary review and discussion with the borrower and legal counsel are accomplished.
 2. The LRC Loan Administrator will contact the borrower and the participating financial institution to schedule and prepare for the loan closing. The County will prepare the information and documentation for the closing, which will include:
 - A. RLF loan agreement.
 - B. Promissory or mortgage notes.
 - C. The check for Delaware County's RLF participation will be issued by the County from funds available in the RLF account.

The borrower shall be responsible for all closing costs, if applicable.
 3. When a loan closing is completed and funds disbursed, the Loan Administrator and County Administrator will establish a loan-servicing file to contain.
 - A. All closing documents.
 - B. Loan service checklist.
 - C. A log of all loan related conversations.
 - D. Amortization schedule.
 4. Once loan proceeds have been disbursed and an amortization schedule provided to the business, payback shall commence in accordance with the terms and conditions of the Promissory Note. Checks shall be made payable to Delaware County and submitted to the Commissioners Office. Personnel in this office will record all incoming checks against the amortization schedule and advise the Loan Administrator of any delinquencies.
 - B. Loan Servicing. – Explore Use of Payment Books
 1. Once loan proceeds have been distributed, the Loan Administrator shall provide an amortization schedule to the County and the business. The business shall make all loan repayment checks payable to Delaware County and submit these checks to the Commissioners Office. Personnel in this office shall track all incoming checks against the amortization schedule, keep the Loan Administrators advised of any loan delinquencies, and submit all checks to the County Auditor for processing and crediting to the RLF fund.
 - C. Monitoring – The loan will be recorded in a master follow-up file to ensure loan monitoring

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functions are performed on a timely basis.

2. Specific Procedures – The Loan Administrator will prepare an annual RLF program management report which describes loans as either current or delinquent and any actions taken during the course of the year as follows:

- A. Current loan servicing, as required in the loan agreements.
- B. Delinquent account – defined as a loan that is thirty (30) days past due. In such cases, the actions to be taken are the following.
 - 1. County staff shall send a certified letter to the borrower informing them of their delinquency and requesting that they contact the Loan Administrator within five (5) working days.
 - 2. If the borrower contacts the Loan Administrator within five (5) working days, a meeting will be held to discuss the problem, possible remedies, and promised actions, all of which will be documented by the Loan Administrator.
 - 3. If the borrower does not respond within (5) working days, the Loan Administrator will re-contact the borrower and hold a meeting to discuss the problem and possible remedies, and to obtain a written listing of promised actions.
 - 4. The Loan Administrator will conduct a timely follow-up (dependent upon the time frame of the promised actions) to ensure that they occur.
 - 5. In the event the promised actions do not occur, the loan administrator will continue to pursue efforts to remedy the situation and provide a full report to the members of the LRC. If the situation is not remedied within ten (10) working days after the promised actions are not being completed, the Loan Administrator will schedule a meeting with LRC. At the meeting, the Loan Administrator will provide an up-to-date report of the situation and request the LRC's guidance and direction regarding the matter.
- 3. Compliance with Loan Conditions – The Loan Administrator will be responsible for the collection and maintenance of evidence of ongoing compliance with the requirements of all RLF program loans, including progress in meeting of job creation or retention commitments, mandatory insurance, financial reporting, and any other special conditions. An RLF loan servicing/monitoring checklist will be used for review of compliance on a semi-annual basis (refer to Revolving Loan Fund Monitoring Checklist on file at the Delaware County Economic Development Department).

- F. Sources of Funding to Cover Administrative Costs.

- 1. RLF program income will be utilized for administration costs, including legal fees and any consulting fees. These fees shall be approved by the Board of Commissioners prior to commitment and shall be paid by the County from the RLF account.
- 2. Members of the LRC will donate their time.

- G. Recapitalization Strategy.

The impact of the RLF program is directly related to its level of total capitalization. Potential sources for additional RLF capitalization includes:

- 1. Community Development Block Grant funds available to the County through the State Economic Development CDBG program and/or the Formula program.
- 2. Area foundations, corporations and individuals.
- 3. Sale of seasoned loans to private lenders at a discount.
- 4. Use of loan provisions that encourage loan refinancing.

The loan repayment funds will be maintained in a separate RLF account with a separate ledger to identify the interest and principal for each loan repayment, to be maintained to monitor the account. As the size of the account increases, certificates of deposit or other similar investment measures may be considered.

- H. Other Requirements.

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As discussed above, compliance with applicable Federal and State requirements will be dealt with via borrower commitments and /or loan closing documents, along with monitoring activities, as follows:

1. Assurance regarding compliance with:
 - A. Environmental
 1. The National Environmental Policy Act of 1969, as amended;
 2. The National Historic Preservation Act of 1966;
 3. The Clean Air Act, as amended;
 4. The Federal Water Pollution Control Act, as amended;
 5. The Wild and Scenic Rivers Act;
 6. The Endangered Species Act of 1973;
 7. The Historical and Archaeological Data Preservation Act, as amended;
and
 8. The Safe Drinking Water Act.
 - B. Construction
 1. Davis-Bacon Act, "Land Use Near Federal Airfield" and Public Law 13CFR 309.1 "Certification as to Waste Treatment".
 2. 13CFR 309.3 "Non-Relocation".
 3. 13CFR 209.15 "The National Flood Insurance Program and Requirements Regarding Flood Hazards".
 4. Davis-Bacon Act, as amended (40 USC 276a-276 a5) labor standards and prevailing wage schedules.
 - C. Civil Rights
 1. 13CFR Sub-title A, Part 8, "Civil Rights and Title VI of the Civil Rights Act of 1964".
 2. 13CFR art 311, Sub-part D, Nondiscrimination on the Grounds of Sex".
 - D. Access for the Handicapped

All loan projects involving construction of new facilities will provide for accessibility to the handicapped.
2. Description of employment practices and other civil rights information (E.O. certifications) with loan applications.
3. Current and projected employment data will be requested in loan applications.
4. The preliminary project review will identify any potential areas of concern relative to Civil Rights, environmental, relocation, handicapped access or Davis-Bacon labor standards and prevailing wage rate requirements. OLGS will be contacted regarding steps to be taken for compliance and the environmental review process will be completed prior to final approval of the project.
5. For each RLF project funded with program income, the Loan Administrator, or a consultant, will prepare an environmental review (refer to Attachment G). For any project with adverse impacts, special conditions to mitigate such impacts will be required as part of the loan closing conditions.
6. The Ohio Historic Preservation Office will be contacted in writing, as part of the environmental review process, by the Loan Administrator prior to approval of any project with a potential effect on historic or archaeologically significant properties.

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7. Upon loan approval, the Loan Administrator will request the assistance of the County's Labor compliance Officer to assure compliance with labor standards and prevailing wage determinations during construction of projects.
8. Borrower commitments will include stipulations that the borrower will:
 - A. Cooperate with the Loan Administrator, LRC and County in efforts to obtain monitoring and compliance information and documentation.
 - B. Provide documentation to verify employment creation/retention commitments are met, including number hired and percent low and moderate income.
 - C. Provide evidence of continued required insurance.
 - D. If working capital funds are included in the loan, submit a quarterly status report to the Loan Administrator.
 - E. Provide annual financial statements (if requested per the loan documents); and,
 - F. Provide documentation of payment of all local, State a Federal taxes due, (if requested per the loan documents).
- I. Corrective action may be instituted on the basis of monitoring site visits and/or complaints received, dependent upon the area of required compliance.
- J. Conflict of Interest.
 1. Elected officials and their families, employees of CDBG recipients, and contractors are those responsible for administering the CDBG program and are also responsible for administering the CDBG program and are also responsible for maintaining the integrity of the CDBG and RLF programs.
 2. CDBG regulation (24CGR, Part 570.611) prohibit conflicts of interest. For any CDBG activities under a person's control of influence, that person may not:
 - A. Obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest;
 - B. Obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which the person's spouse, minor child, dependent or business associate may have personal or financial interest. This prohibition extends for a period of one (1) year after the person leaves his/her position with a CDBG activity, such as RLF, or program.

The OHCP may grant an exception to this conflict or interest provision if it determines that such an exception will enhance the effectiveness of the CDBG Project. The County to OHCP must make requests in writing.

The above-stated measures also apply to RLF staff, LRC and governing body members and RLF applicants. If waivers are granted by OHCP, the applicant cannot vote or otherwise influence the final decision.
- K. A project which is funded and fails to comply with any of the above items, after the date of loan closing, must be brought into compliance within a time frame to be established by the LRC in conjunction with the loan recipient and the appropriate Federal and/or State authorities. If the loan recipient fails to comply with these requirements within the established time frame, the loan may immediately be recalled in full.
- L. A LRC and Loan Administrator will assure that loans are available on a non-discriminatory basis by advertising via the methods discussed in Part III, Section III above.

PART III RLF INFRASTRUCTURE GRANT PROGRAM

- A. Communities with large RLF balances or no activity (within 1 year) will be required to use their RLF on CDBG eligible activities unless a Plan of Action is provided outlining its use. Delaware County developed such a Plan in July of 2001 – it is the policy of the Delaware County Economic Development Department to Update this Plan and prepare an RLF Infrastructure Grant Status Report and submit the updated Plan and Status Report to the Ohio Department of Development/Office of Housing and Community Partnerships RLF Coordinator on a semi-annual basis.

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- B. Cities that do not currently have an RLF will no longer be allowed to establish such a program. Only counties are allowed to establish new RLF programs.
- C. The RLF can be used for any CDBG eligible activity as long as it meets a National Objective.
- D. The RLF can be used in conjunction with the Formula Program. The grantee must notify the RLF Coordinator of their intent with the \$ amount(s).
- E. Should the grantee (County) wish to do a project that is not during the Formula Program timeline, a request in writing for a waiver and the associated County Resolution must be submitted by the County's Chief Elected Official (CEO) to the RLF Coordinator explaining the project activity, \$\$ amount, and National Objective.
- F. All CDBG rules and regulations must be adhered to when using the RLF funds, i.e. environmental review, proper procurement procedures, labor standards, etc.
- G. When the RLF is used with another program (i.e. Water & Sewer, Downtown Revitalization, etc.) those program guidelines apply to the RLF.
- H. When communities use RLF funds, once approved, the communities CEO must allocate those funds by resolution and/or ordinance and submit a copy to OHCP.
- I. The most important thing to remember is that an RLF activity CANNOT move forward until all rules and regulations are met.
- J. Any questions regarding the RLF should be directed to the RLF Program Income Coordinator at (614) 466-2285 or by e-mail address: Anthony.Britford@development.ohio.gov

REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the **Delaware County Commissioners**, located at **101 N. Sandusky St., Delaware, Ohio 43015** with F.T.I. Number: FTI **31-640065** (the "Grantee"), and shall be effective beginning _____ (the "Effective Date") and terminate _____ (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Housing and Community Partnerships ("OHCP"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer a Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on _____(date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Revolving Loan Fund Capitalization. Grantee shall deposit any and all Program Income, as defined

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herein, derived from CDBG Economic Development Program funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG Economic Development Program funds. Furthermore, the Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OHCP's RLF Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

2. RLF Plan and Use of Funds. Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Grantee agrees to update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OHCP RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OHCP's RLF Policies and Procedures Manual and the Local RLF Plan.

3. Loan Approvals. Grantee shall submit to Grantor a Loan Review Report Form or Infrastructure Review Report Form for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the closing of the Grantee's local RLF economic development loan or infrastructure project.

4. Reporting Requirements. Grantee shall submit semi-annual RLF Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 semi-annual RLF Report of each year. Each RLF Report shall include information for both economic development and housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

5. Compliance with General CDBG Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

6. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

7. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

8. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

9. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

10. Suspension and Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OHCP RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OHCP RLF Policies and Procedures Manual.

11. Subrecipient Agreements. Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OHCP within fifteen days of any change in status of the designated administrative agent.

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12. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 17f herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Revolving Loan Fund Administration Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

13. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a RLF as set forth in the OHCP RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 10 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

14. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

15. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

16. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

17. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

18. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

19. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law,

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such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of the Grantor, to:

Ohio Department of Development
 Office of Housing and Community Partnerships
 77 South High Street, P.O. Box 1001
 Columbus, Ohio 43216-1001

2. In the case of the Grantee, to:

Delaware County Commissioners
 101 N. Sandusky Street
 Delaware, Ohio 43015

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, and then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day and year set forth below.

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

RESOLUTION NO. 09-152

A RESOLUTION AUTHORIZING ENTERING INTO A REVOLVING LOAN FUND (RLF) ADMINISTRATION AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD):

It was moved by Mr. Hanks, seconded by Mr. O'Brien to authorize the following:

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Delaware County has been awarded CDBG funds from the Ohio Department of Development for use to finance eligible activities that may generate program income; and

WHEREAS, the Ohio Department of Development and Delaware County recognize the positive impact on community development initiatives when the use of program income is locally determined; and

WHEREAS, the Ohio Department of Development has permitted the establishment of Revolving Loan Funds within local political subdivisions such as Delaware County to meet the primary development goals of: 1.) Encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund;

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and 2) encouraging increased employment opportunities, particularly, for low-and moderate-income persons in designated areas of the Revolving Loan Fund; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that existing RLF administering agencies throughout the State, such as Delaware County, enter into an RLF Administration Agreement to re-authorize their existing RLF programs for the period of January 1, 2009 through December 31, 2011.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners authorize the President of the Board to enter into an RLF Administration Agreement with the Ohio Department of Development, in a form as required by the State of Ohio, for the period of January 1, 2009 to December 31, 2011.

Section 2. That this resolution shall take effect and be in force immediately after its passage

REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the **Delaware County Commissioners**, located at **101 N. Sandusky St., Delaware, Ohio 43015** with F.T.I. Number: FTI 31-6400065 (the "Grantee"), and shall be effective beginning **January 1, 2009** (the "Effective Date") and **terminate December 31, 2011** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Housing and Community Partnerships ("OHCP"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer a Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # 09-_____ on February 9, 2009 (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Revolving Loan Fund Capitalization. Grantee shall deposit any and all Program Income, as defined herein, derived from CDBG Economic Development Program funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG Economic Development Program funds. Furthermore, the Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OHCP's RLF Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

2. RLF Plan and Use of Funds. Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Grantee agrees to update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OHCP RLF

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Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OHCP's RLF Policies and Procedures Manual and the Local RLF Plan.

3. Loan Approvals. Grantee shall submit to Grantor a Loan Review Report Form or Infrastructure Review Report Form for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the closing of the Grantee's local RLF economic development loan or infrastructure project.

4. Reporting Requirements. Grantee shall submit semi-annual RLF Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 semi-annual RLF Report of each year. Each RLF Report shall include information for both economic development and housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

5. Compliance with General CDBG Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

6. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

7. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

8. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

9. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

10. Suspension and Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OHCP RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OHCP RLF Policies and Procedures Manual.

11. Subrecipient Agreements. Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OHCP within fifteen days of any change in status of the designated administrative agent.

12. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 17f herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Revolving Loan Fund Administration Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

13. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years

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from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a RLF as set forth in the OHCP RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 10 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

14. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

15. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

16. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

17. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

18. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

19. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

3. In the case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships

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77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

4. In the case of the Grantee, to:

Delaware County Commissioners
101 N. Sandusky Street
Delaware, Ohio 43015

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, and then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day and year set forth below.

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

RESOLUTION NO. 09-153

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE REVOLVING LOAN FUND AND PROGRAM INCOME SEMI-ANNUAL REPORTS WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to authorize the submittal of RLF report:

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund and Program Income Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, the Ohio Department of Development requires the County to submit a report of the RLF/Program Income funds for their review.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the Semi-Annual RLF/Program Income Reports for the period of July 1, 2008 – December 31, 2008 to Ohio Department of Development, Office of Housing and Community Partnership.

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

RESOLUTION NO. 09-154

IN THE MATTER OF ORGANIZING AND APPOINTING REPRESENTATIVES FOR THE VARIOUS DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS FOR 2009:

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

WHEREAS, the Board of County Commissioners, Delaware County, is responsible to make appointments to various boards, councils, and committees; and

WHEREAS, the Commissioners are to appoint individuals to the various Tax Incentive Review Councils (TIRCs) for an unspecified term.

NOW THEREFORE BE IT RESOLVED by the Delaware County Commissioners, State of Ohio, to appoint the following to the various TIRCs:

Delaware County / City of Delaware Enterprise Zone TIRC:

- Delaware County Auditor or Designee
- Windell Wheeler, Mayor, City of Delaware
- R. Thomas Homan, City Manager, City of Delaware
- Dean Stelzer, Finance Director, City of Delaware
- Superintendent or Designee, Delaware City School District
- Superintendent or Designee, Delaware Area Career Center
- Carl E. Johnson, PPG Industries
- Frank Reinhard, Delaware County Bank
- Dave Cannon, Delaware County Administrator, or Designee

Delaware County / Orange Township Enterprise Zone TIRC:

- Delaware County Auditor or Designee
- Dave Cannon, Delaware County Administrator, or Designee
- John M. Cassady, Orange Township Trustees
- Superintendent or Designee, Olentangy Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent or Designee, Delaware Area Career Center
- Shawn Stevens - Chase
- Joseph Schaefer, Orange Township

Delaware County / Berlin Township Enterprise Zone & Community Reinvestment Area TIRC:

- Delaware County Auditor or Designee
- Dave Cannon, Delaware County Administrator, or Designee
- Phil Panzarella, Berlin Township Representative
- Superintendent or Designee, Olentangy Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Shawn Stevens, Chase
- Mike Dickey, Berlin Township Representative

Delaware County / Village of Sunbury Enterprise Zone TIRC:

- Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Dave Martin, Village of Sunbury Administrator
- David Brehm, Village Attorney, Village of Sunbury
- Superintendent or Designee, Big Walnut Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent or Designee, Delaware Area Career Center
- Shawn Stevens - Chase

Delaware County / Village of Ashley Community Reinvestment Area TIRC:

- Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Jim Nelson, Village Council, Village of Ashley
- Cheryl Friend, Village Council, Village of Ashley
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent or Designee, Delaware Area Career Center
- Superintendent or Designee, Buckeye Valley Local School District
- Jane Rutan, Delaware County Bank & Trust

Delaware County / City of Westerville Enterprise Zone TIRC:

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- Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Economic Development Coordinator or Designee, City of Westerville
- Superintendent or Designee, Westerville City School District
- Shawn Stevens - Chase
- City of Westerville Representative

Delaware County/Liberty Township Enterprise Zone & Community Reinvestment Area TIRC:

- Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Superintendent or Designee, Olentangy Local School District
- Curt Sybert, Liberty Township Representative
- Dave Anderson, Liberty Township Representative
- Shawn Stevens - Chase

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

RESOLUTION NO. 09-155

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE FOR BUILDING OFFICIAL AND BUILDING INSPECTION SERVICES:

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

Whereas, the CITY and COUNTY are required to have a backup building official on staff or under contract as a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY are occasionally in the need of back up inspection assistance; and

WHEREAS, the CITY and COUNTY have qualified staff and are willing to provide such services as may be needed; and

WHEREAS, the CITY and COUNTY implement the same building, electrical and mechanical codes; and

WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to help satisfy the requirements of the Ohio Board of Building Standards for certified building departments.

NOW, THEREFORE, be it resolved that the Board of County Commissioners execute the agreement for Building Official and Building inspection services with the City of Delaware, Ohio.

Agreement

THIS AGREEMENT made and entered into this 9th day of February, 2009, by and between **Delaware County, Ohio**, through the Board of County Commissioners, hereinafter called "COUNTY" and **The City of Delaware**, through City Council, hereinafter called "CITY".

WITNESSETH:

Whereas, the CITY and COUNTY are required to have a backup building official on staff or under contract as a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY are occasionally in the need of back up inspection assistance; and

WHEREAS, the CITY and COUNTY have qualified staff and are willing to provide such services as may be needed; and

WHEREAS, the CITY and COUNTY use the same building, electrical and mechanical codes; and

WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to provide the above requirements.

NOW, THEREFORE, CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:

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SECTION 1 – SCOPE OF SERVICES

- A. The CITY and COUNTY may provide backup building official and inspection services on an as needed basis to each other. Respectfully, the CITY and the COUNTY reserve the right to determine the ability to provide the services as requested.
- B. Both the CITY and COUNTY agree that any staff provided as part of the backup service will be certified by the State of Ohio as a building official, building inspector and electrical safety inspector.
- C. The CITY and COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employees.
- D. The CITY and COUNTY shall maintain, at their own expense, the codes and standards necessary for the execution of the building official and inspection services.
- E. Transportation shall be furnished by the jurisdiction providing the backup services. The CITY and the COUNTY shall assure that each employee working under this agreement possesses a valid license, professional liability insurance and automobile liability insurance.
- F. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup services.
- G. Inspection documentation and disposition of inspection shall be made on forms provided by the jurisdiction requesting the backup services. The necessary procedure for the inspection documentation shall be established by the jurisdiction requesting the backup services. The CITY and COUNTY agree to provide written procedure(s) for their method of inspection documentation.
- H. Prior to performing inspections the CITY and COUNTY shall assess any difference in code interpretations within the applicable code(s) and determine which interpretation will be applied during the inspection(s) performed. In the event the inspector performing the inspection determines the need for an interpretation, he/she shall contact the responsible jurisdiction’s building official and/or authorized official. The interpretation of the responsible jurisdiction’s building official and/or authorized official shall be followed. The CITY and COUNTY agree to establish common inspection checklists to aid in the consistency of inspections.
- I. The jurisdiction needing the assistance shall notify the other jurisdiction as soon as possible, but no later than 3:30 p.m. the day previous to the inspection(s). A list detailing the inspection type, address, time (if applicable) and any other pertinent information shall be provided. The jurisdiction requesting the service(s) shall notify the affected customer(s) of the altered inspection coverage prior to the performed inspection.
- J. The jurisdiction providing the service shall make every attempt to provide the service the next business day. Services shall be completed no later than the second business day. Inspection results and any corresponding documentation shall be provided to the authority having jurisdiction by 9 a.m. on the day following the inspection. If the inspection is not completed the next business day, the responsible jurisdiction shall be notified on the requested date of inspection. This will allow notification to the customer of the same.

Each party shall determine if their staffing levels are adequate to provide the requested service. Each party understands and agrees that their own inspections will be made priority.

- K. All permits, registrations, fees, etc. will be issued and/or collected by the jurisdiction having legal authority.
- L. Coordination of the service(s) shall be administered by the jurisdiction providing the back up inspections and included as part of the overall cost of the service.
- M. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the authority having jurisdiction. The authority having jurisdiction shall provide for the appeal mechanism for all disputes and complaints.

SECTION 2 – BASIS OF PAYMENT

- A. Each party shall be compensated by payment for services based upon the hourly costs fee schedule below. All costs associated with the services provided shall be inclusive to the various hourly rates provided below.

TITLE	Yearly Rates		
	2009	2010	2011

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Building Official	\$75/Hr.	\$78	\$81
Building Inspector	\$50/Hr.	\$52	\$54
Electrical Safety Inspector	\$60/Hr.	\$62.50	\$65
Mechanical Inspector	\$50/Hr.	\$52	\$54
Mileage	\$0.40/mile	\$0.40/mile	\$0.40/mile

- B. Each party shall provide a report quarterly for services rendered throughout the three month period. The report shall consist of a fully itemized account of the services performed. Reports shall indicate the dates of service, permit and/or project name, and the time spent on each.
- C. Services shall be exchanged one for one (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s) for the actual hours worked. The party providing the greater amount of hours shall invoice the other party for the difference in hours on a quarterly basis. Invoices shall be paid within forty-five (45) days of the date of the invoice.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

SECTION 3-GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. Neither the CITY, nor the COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence February 9, 2009, and will run for a period of three years from said date. The AGREEMENT may be renewed for a three year period upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.
- E. Each party shall defend, at its own expense, its own employee(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgements obtained against its own building official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.

It is expressly agreed that the services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed.

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

RESOLUTION NO. 09-156

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Andrea Macaluso as a Case Manager with the Child Support Enforcement Agency; effective date February 17, 2009.

Recommendation to hire Tonia Wilson as a Case Manager with the Child Support Enforcement Agency; effective date February 17, 2009.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Hanks

- Had a meeting with Mr. Rodman, owner of the building where the Juvenile/Probate court is located.
- Advertising in more than one paper

Commissioner O'Brien

-no updates

Commissioner Thompson

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-Attending DKMM meetings

RESOLUTION NO. 09-157

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 8:00PM.

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

RESOLUTION NO. 09-158

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 9:00PM.

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

RESOLUTION NO. 09-159

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O'Brien, seconded by Mr. Hanks adjourn the meeting.

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners