

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 18, 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

7:00 PM Public Hearing For Consideration Of The Peachblow Road And Conner Lane Watershed (Midway Gardens) Ditch Petition Filed By James E. Rathsack And Others

RESOLUTION NO. 09-569

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 14, 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 May 14, 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

Pat Freeman, Sheriff's Office, Refer to CD minutes for entire record and following resolution

RESOLUTION NO. 09-570

IN THE MATTER OF APPROVING A SUSPENSION OF THE RULES (GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO) AND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF DELAWARE, OHIO AND THE CITY OF DELAWARE, OHIO FOR THE SHERIFF'S OFFICE RECOVERY ACT JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD:

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

Whereas, the Sheriff's Office Staff recommends approval of the Interlocal agreement with Delaware City for the Recovery Act Justice Assistance Grant (JAG) Program Award;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Inter-local agreement with Delaware City for the Recovery Act Justice Assistance Grant (JAG) Program Award.

Interlocal Agreement between the County Of Delaware, Ohio and the City Of Delaware, Ohio

Recovery Act; Justice Assistance Grant (Jag) Program Award

This Agreement is made and entered into this 18TH day of May, 2009, by and between the COUNTY of Delaware, acting by and through its governing body, the Commissioners, hereinafter referred to as COUNTY, and the CITY of Delaware, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Delaware County, State of Ohio, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections Five, Intergovernmental Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the CITY \$52,944.00 from the JAG award for the JAG Formula

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Program: Local Solicitation CDFA #16,804 Non-Competitive Program; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, THE CITY AND COUNTY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$52,944.00 of JAG funds.

Section 2.

CITY agrees to use \$52,944.00 for the JAG Formula Program: Local Solicitation CDFA #16,804 Program until 07/2013.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

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

RESOLUTION NO. 09-571

IN THE MATTER OF PROCLAIMING MAY 2009 AS FOSTER CARE MONTH IN DELAWARE COUNTY:

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

Whereas, there is nothing more precious to our county than the healthy growth and development of our youth, who will determine the future and direction of the county; and

Whereas, the family, serving as the primary source of love, identity, self esteem and support, is the very foundation of our communities and our county; and

Whereas, in Delaware County there are 65 youth in foster care being provided for in a safe, secure and stable home environment; and

Whereas, Foster Families have opened their homes and expressed love and security to these children and have supported their birth families in meeting the goals necessary to reunify parents and children; and

Whereas, the success of Delaware's County foster care program depends upon the dedication of these citizens who choose to be part of the foster care network; and

Whereas, Foster Care Month is an appropriate opportunity to thank the families who take an often thankless responsibility of providing a home and family to children in need of affection, love and security and to support the efforts of those who dedicate their time to children in, and leaving, foster care;

NOW THEREFORE BE IT RESOLVED THAT WE, the Commissioners of Delaware County do hereby proclaim May 2009 as Foster Care Month in Delaware County and we encourage citizens to volunteer their talents and energies on behalf of children in foster care, foster parents and the child welfare professional staff working in our county this month and throughout the year.

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

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RESOLUTION NO. 09-572

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0515, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0515:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0515, memo transfers in batch numbers MTAPR0515 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0904493	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	REMOVE 450HP MOTOR - TEAR DOWN, INSPECT, TEST	66290406 - 5328	\$6,645.00	0001
R0904560	BENNETT,CARRIE	DAY CARE	22411610 - 5348	\$50,000.00	0001
R0904603	HILLS BLACKTOP INC	HAYES BLDG BLACK TOP	40111402 - 5410	\$8,350.00	0001
R0904603	HILLS BLACKTOP INC	COURTHOUSE COMPLEX	40111402 - 5410	\$9,925.00	0002

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO'S Increases			
Ross O Long	Adoption Expenses	22511607-5350	\$ 2,200.00
Delaware Area Career	Tuition Program	22311611-5348	\$ 5,000.00
3D Technology	Tuition Program	22311611-5348	\$ 3,000.00

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

RESOLUTION NO. 09-573

IN THE MATTER OF THE NEW LIQUOR LICENSE REQUEST FROM TAVERN 42 LLC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Concord Township Trustees that Tavern 42 LLC. has requested new D5 and D6 permits located at 5200 US HWY 42 South Concord Township Delaware, Ohio 43015, and

Whereas, the Concord Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 09-574

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATES AND BID OPENING DATE FOR LIBERTY ROAD WIDENING AT HAVENER PARK:

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

**Public Notice
Advertisement for Bids**

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Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until **10:00 AM, Wednesday, June 10th, 2009**, at which time they will be publicly opened and read aloud, for the project known as Liberty Road Widening at Havener Park.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "Sealed Bid For Liberty Road Widening at Havener Park". Bids shall be accompanied by a Bid Bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained by bidders from the **Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015**. Cost for each set of plans & specifications is \$20 and the cost is non-refundable. Registration with the Delaware County Engineer's Office is required to be a bidder.

The Owner requires that all work associated with the project be completed before July 31, 2009 and the estimated commencement of work date of June 23, 2009.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

GENERAL INFORMATION

LOCATION

This project is located on Liberty Road in south central Delaware County at the intersection of Liberty Road and Ford Road.

PROJECT SCOPE

This project includes the installation of turn lanes, roadway widening, minor storm sewer installation, and improvements to the roadside ditches.

Whereas, the Delaware County Engineer recommends the Specifications, Estimate And Bid Opening Date For Liberty Road Widening At Havener Park;

Therefore Be it resolved, the Delaware County Commissioners approve the Specifications, Estimate And Bid Opening Date of 10:00 AM on Wednesday, June 10th, 2009 at 50 Channing Street Delaware, Ohio 43015 For Liberty Road Widening At Havener Park.

Estimate:

CONSTRUCTION SUBTOTAL	\$270,425
10% CONSTRUCTION CONTINGENCIES	\$27,043
TOTAL CONSTRUCTION CONTRACT ESTIMATE	\$297,500

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

RESOLUTION NO. 09-575

SETTING BID OPENING DATE AND TIME FOR THE INVITATION TO BID FOR BULK GASOLINE & DIESEL FUELS FOR DELAWARE COUNTY:

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

**PUBLIC NOTICE
INVITATION TO BID**

ITB #04-09 Bulk Gasoline & Diesel Fuels

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, at **101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Monday, June 8, 2009**, at which time they will be

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publicly opened and read and multiple award contracts awarded as soon as possible, for the purchase by spot market pricing of bulk Gasoline and Diesel Fuels for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to Delaware County, Ohio. Bid specifications may be obtained by contacting the Delaware County Facilities Management Office at 740-833-2280 or in person at 1405 US 23 North, Delaware, Ohio, during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked " Sealed bid for Bulk Gasoline and Diesel Fuels." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the Bid Opening date of **10:00 AM on Monday, June 8, 2009 at 101 North Sandusky Street Delaware, Ohio 43015**, for the purchase by spot market pricing of bulk Gasoline and Diesel Fuels for Delaware County.

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

RESOLUTION NO. 09-576

SETTING BID OPENING DATE AND TIME FOR THE INVITATION TO BID FOR CARPET CLEANING SERVICES FOR DELAWARE COUNTY:

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

**PUBLIC NOTICE
INVITATION TO BID
ITB #09-03 – CARPET CLEANING SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, **101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Monday, June 15, 2009**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for carpet cleaning services for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to Delaware County, Ohio. Bid specifications may be obtained by contacting the Delaware County Facilities Management Office at 740 833-2280 or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Carpet Cleaning Services" No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the Bid Opening date of **10:00 AM on Monday, June 15, 2009 at 101 North Sandusky Street Delaware, Ohio 43015**, for carpet cleaning services for Delaware County.

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

RESOLUTION NO. 09-577

SETTING BID OPENING DATE AND TIME FOR THE INVITATION TO BID FOR JANITORIAL SERVICES FOR DELAWARE COUNTY:

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

**PUBLIC NOTICE
INVITATION TO BID
ITB #09-01 – JANITORIAL SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, **101 North**

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Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Monday, June 15, 2009, at which time they will be publicly opened and read and the contract awarded as soon as possible, for janitorial services for Delaware County.

A pre-bid meeting and walk through will be held at 9:00 AM on Tuesday, June 9, 2009 at the Engineers' Complex, 50 Channing Street, Delaware, Ohio.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to Delaware County, Ohio. Bid specifications may be obtained by contacting the Delaware County Facilities Management Office at 740 833-2280 or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Janitorial Services" No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the Bid Opening date of **10:00 AM on Monday, June 15, 2009 at 101 North Sandusky Street Delaware, Ohio 43015**, for janitorial services for Delaware County.

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

RESOLUTION NO. 09-578

IN THE MATTER OF APPROVING THE BIENNIAL SUB -GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES FOR DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDING:

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

Whereas, the Director of Job and Family Services recommends the approval of the Biennial Sub Grant Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Biennial Sub Grant Agreement.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-1011-11-5030
RECITALS:**

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Delaware County Board of County Commissioners (hereinafter referred to as "Board"), jointly with other county signers if required by division (C) of section 5101.21 of the Revised Code, in accordance with sections 307.98 and 5101.21 of the Revised Code.

This Subgrant Agreement is made pursuant to the grant award(s) identified in the Addenda to this Subgrant Agreement. These grant awards were awarded to the State of Ohio by the United States Department of Health and Human Services (HHS) and the United States Department of Agriculture (USDA) and are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS) and/or a public children services agency (PCSA) and/or a child support enforcement agency (CSEA), as designated by the board of county commissioners in section 307.981 of the Revised Code.
- B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), Chapter 4141 of the Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight;
- C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Agreement related to financial assistance also apply to public money, as defined in section 117.01 of the Revised Code, used by the county to match state or federal funds; and

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- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, and any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments. State and federal laws also include any Governor's Executive Orders to the extent that they apply to counties and ODJFS Procedure Manuals. The term "state and federal laws" includes all state and federal laws as listed in this paragraph and existing on the effective date of this Agreement as well as those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by each county family services agency included in this agreement.
- B. This Subgrant Agreement is entered into on behalf of the following county family services agency (hereinafter referred to as "SUBGRANTEE") as indicated by the **checked box below: (Bold)**

The county department of job and family services (CDJFS) that performs all CDJFS duties set forth in Revised Code (R.C.) 329.04, but the CDJFS does not perform any duties assigned to a public children services agency or a child support enforcement agency.

The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and all public children services duties, but the CDJFS does not perform any duties assigned to a child support enforcement agency.

The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and all child support enforcement duties, but the CDJFS does not perform any duties assigned to a public children services agency.

The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and all public children services duties and all child support enforcement duties.

The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and also the separate public children services agency (PCSA) that is a county children services board appointed under R.C. 5153.03. The Board of County Commissioners and the county children services board have jointly entered into this Subgrant Agreement and both parties have signed this Subgrant Agreement on behalf of the CDJFS and the PCSA.

The CSEA that is a stand alone agency and performs all duties assigned to a child support enforcement agency.

The PCSA that is a stand alone agency and performs all duties assigned to a public children services agency.

ARTICLE II. RESPONSIBILITIES OF ODJFS

ODJFS agrees to:

- A. Provide funding to the family services agency in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to county family services agencies as specified in R.C. 5101.23, if applicable.
- C. Monitor SUBGRANTEE to provide reasonable assurance that the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- E. Provide technical assistance and training to assist SUBGRANTEE in fulfilling its obligation under this agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against SUBGRANTEE will be taken in accordance with R.C. 5101.24 unless another

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section provides authority for a different action. If ODJFS takes an action authorized by R.C. 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with R.C. 5101.24 and the OAC.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

SUBGRANTEE agrees to:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the timeliness standards established by ODJFS. SUBGRANTEE will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules and formats established by ODJFS.
- C. Promptly reimburse ODJFS for any funds ODJFS pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which SUBGRANTEE is responsible that results from any action by ODJFS pursuant to R.C. 5101.24.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- F. Provide and ensure the existence of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by SUBGRANTEE.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2009, through June 30, 2011, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to section 126.07 of the Ohio Revised Code (R.C.), that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2010 and 2011 will be provided to SUBGRANTEE in an Addendum to this agreement at the beginning of each SFY. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will advise SUBGRANTEE of revisions to subgrant amounts through the issuance of supplements to the Addenda as changes arise.
- B. SUBGRANTEE will limit cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR Parts 74 and 92, 7 CFR Part 3016, Transmittal No. TANF-ACF-PI-01-02 issued by the United States Department of Health and Human Services, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual.
- C. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at anytime the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

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- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 201.5), A-122 (2 CFR 201.5), A-87 (2 CFR 201.5), and A-133 as well as 45 CFR 92 and 7 CFR 3019, including but not limited to the following federal rules:

Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 92.20 and 7 CFR 3019.21, including, but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records; Internal control over cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and

Cash management.

2. Period of Availability of Federal Funds: Pursuant to 45 CFR 92.23 and 7 CFR 3016.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the Addenda to this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period of availability, pursuant to federal law.

3. Matching or Cost Sharing^g: Pursuant to 45 CFR 92.24 and 7 CFR 3016.24, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program Income: Program income must be used as specified in 45 CFR 92.25 and 7 CFR 3016.25.
5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31 and 7 CFR 3016.31.
6. Equipment- Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 92.32 and 7 CFR 3016.32.
7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 92.33 and 7 CFR 3016.33.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 92.26, 7 CFR 3016.26, and OMB Circular A-133, SUBGRANTEE must ensure that the county of which they are a part has an audit with a scope as provided in OMB Circular A-133, Subpart E, § 500 that covers funds received under this agreement. SUBGRANTEE must send one (1) copy of the final audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE will take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT A.

This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and the members of the Board and other county signatories to this Subgrant Agreement, and the termination agreement is adopted by resolution of the Board. An

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agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.

2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to R.C. 5101 .24, 45 CFR 92.43, and 7 CFR 3016.43, as applicable, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- D. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:
- Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
- Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
2. Prepare and furnish a report to ODJFS, as of the date SUBGRANTEE received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 3. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to ODJFS from SUBGRANTEE that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 30th Floor, Columbus, Ohio 43215.
- B. Notices to the SUBGRANTEE from ODJFS concerning any and all matters regarding this Subgrant Agreement will be sent to the Board and other county signatories to this Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDUM, AND SUBGRANTS

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- A. Amendment:** This document, along with any related addenda, constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send SUBGRANTEE an amended Subgrant Agreement for signature. If SUBGRANTEE notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. Addenda:** ODJFS will provide information concerning the amount of the funding, the source of the federal funds, and the terms and conditions in Addenda to this Subgrant Agreement. Any Addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an Addendum will constitute acceptance of the terms and conditions contained in that addendum. ODJFS will advise the Subgrantee of subsequent changes in the amounts, the source, or the terms and conditions listed in the Addenda through issuance of a supplement to the Addenda. Any draw of the modified funding will constitute acceptance of the terms and conditions contained in the supplemented Addendum.

C. Subgrants

1. Any subgrants made by SUBGRANTEE to a university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and 7 CFR 3016.37 and will impose the requirements of 45 CFR Part 74 and 7 CFR Part 3019 as well as state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.
2. **Debarment and Suspension:** As provided in 45 CFR 92.35 and 7 CFR 3016.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement:** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 92.36, 7 CFR 3016.36, 45 CFR 74.40 through 45 CFR 74.48, and 7 CFR 3019.40 through 7 CFR 3019.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40 and 7 CFR 3016.40. If SUBGRANTEE discovers that subgrant funding has not been used in accordance with state and federal laws, SUBGRANTEE must take action to recover such funding.
5. **Duties as Pass-through Entity:** Perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.
- B.** This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C.** Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of section 5101.21 of the Revised Code, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be

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construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

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

RESOLUTION NO. 09-579

IN THE MATTER OF APPROVING A SUB GRANT AGREEMENT BETWEEN THE AREA 7 WORKFORCE INVESTMENT BOARD; THE AREA 7 CHIEF ELECTED OFFICIALS CONSORTIUM; THE WORKFORCE POLICY BOARD AND THE DELAWARE COUNTY COMMISSIONERS TO ESTABLISH A GRANTEE/SUB-GRANTEE RELATIONSHIP BETWEEN AREA 7 AND DELAWARE COUNTY:

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

Whereas, the Director of Job and Family Services recommends the approval of the Sub Grant Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the following Sub Grant Agreement.

AREA 7 SUB-GRANT AGREEMENT

This agreement, entered into by and between the Area 7 Workforce Investment Board and the Area 7 Chief Elected Officials Consortium and the Workforce Policy Board and Chief Elected Officials of Sub-grantee 7221, herein referred to as Sub-Grantee **Delaware County**, hereby establishes a Grantee/Sub-Grantee relationship between Area 7 and this Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business driven workforce development services within the Sub-Grantee in coordination with such services throughout Workforce Investment Area 7.

All entities receiving Employment and Training funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures whether through monitoring or auditing activities will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the Fiscal Agent for all of Area 7. As of July 1, 2004, counties will submit requests for funds to Montgomery County (the Fiscal Agent). The Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to the Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by county according to the expenditures reported by each county. Each county shall deposit its funds into a separate workforce development fund account within such county.

The Area 7 Fiscal Agent will track expenditures for each county against a ceiling set by the Area 7 Board and the consortium of elected officials. The Area will operate on a cost-reimbursement system that is compliant with 29 CFR 97.42. If a county is spending at a rate which would exceed their ceiling before the end of the fiscal year, the Fiscal Agent will notify the county and work to assist the county to remain within the ceiling set by the Area 7 Board and consortium of elected officials. At the point in which a county reaches its ceiling for the year, the Fiscal Agent will cease to disburse funds to such county. Conversely, if a county is significantly under-spending, the Fiscal Agent will contact the county and work to identify the reasons for the under-spending. The Fiscal Agent will seek to assist each county with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations.

The Area 7 Board may allocate funding to Sub-Grantees under this agreement for any workforce development purposes, specifically American Recovery and Reinvestment Act of 2009 funds. Any such funds less Area 7 administrative costs shall be transmitted to Sub-Grantees through the Area 7 Fiscal Agent only after the Board has sent an allocation letter stating the amount and the terms and conditions of the funding and the administrative entity of the Sub-Grantee has returned a signed copy of the letter acknowledging the amount and the terms and conditions under which the funding is accepted.

These sub-grants are awarded with federal funding and, therefore, dependent on the continuing receipt of such funding. Should federal funds be terminated, the sub-grant shall terminate as of the date the funding expires without further obligation of the awarding entity.

This agreement is effective for the duration the American Recovery and Reinvestment Act of 2009 funds are available, beginning 17 February 2009.

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I. DUTIES OF THE AREA 7 BOARD

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify each Sub-Grantee of the amount of its grant by an official allocation letter. Any change in the grant amount shall be subject to the same procedure.

The Area 7 Board shall be responsible for:

Planning

- ? Prepare a strategic plan for Area 7
- ? Prepare a plan that is compliant with the Workforce Investment Act to do the following:
 - ? Assess the general workforce needs of the area
 - ? Gather input from Sub-Grantee Advisory Councils
 - ? Set broad goals and parameters for meeting performance standards
 - ? Provide guidelines and parameters to implement Adult and Youth programs
 - ? Include description of One-Stop system coordination
 - ? Include description of sub-area coordination and sub-grant process

Policy Development

- ? Develop and maintain policies for the following:
 - ? Incumbent Worker Training
 - ? Identification and selection of eligible training providers (adult and youth)
 - ? Individual Training Accounts
 - ? Oversight and monitoring
 - ? Allocation and reallocation of funds
 - ? Self-sufficiency
 - ? Supportive services
 - ? Definition of serious barriers to employment
 - ? Registration/eligibility determination and documentation
 - ? Assessment
 - ? Follow-up and post placement services
 - ? RFP and contract guidelines
 - ? EEO procedures
- Sub-Grant Agreements
 - ? Develop format
 - ? Facilitate distribution and signing
 - ? Modify as necessary
 - ? Maintain and monitor
 - ? Ensure compliance
 - ? Fiscal
 - ? Approve allocation formula for Sub-Grantees
- Establish and administer policy for reallocation within Area 7
- Receive and monitor fiscal reports
- Prepare budget for Board operation
- Ensure cash management principles with Fiscal Agent
- Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIA
- Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Area 7 Chief Elected Officials Consortium, and based on withholding a percentage of WIA funds from each Sub-Grantee based upon the agreement of the Area 7 Board and the Consortium
- Work with the Fiscal Agent to assist Sub-Grantees in making efficient and effective use of funds
- Assist Sub-Grantees with resolution of audits or problems related to federal, state, or local funds

-Area 7 Board staff shall be responsible for audit resolution in conjunction with the - Area 7 Fiscal Agent and the Sub-Grantee.

-Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from the Sub-Grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

Monitoring Audits and Audit Resolution

The Area 7 Board shall be responsible for the monitoring required by WIA.

- Review monthly activity and monitoring reports
- Provide technical assistance and best practices (coordinate with state where appropriate) +

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- Provide seminar opportunities for Sub-Grantees when appropriate
- Negotiate performance standards with the state
- Provide for spot-checks and oversee any necessary corrective action
- Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- Provide audit resolution assistance and technical assistance necessary to resolve audit findings as specified by the board
 - All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32

One Stops

- Provide guidelines for One-Stop system
- Designate One Stop systems
- Provide information, technical assistance, and best practices to assist in continuous improvement efforts
- Provide oversight to ensure certified systems are maintained and operated
- Provide MOU format and guidelines for what must be included in local MOUs

Grant Applications

- Review and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee Advisory Councils or after consultation with affected Councils
- Act as grant clearinghouse for Area 7
- Coordinate grant applications initiated by Sub-Grantees

Business Relation Functions

- ? Provide business relation services, including:
 - ? Coordination and referral of business inquiries which affect more than one Sub-Grantee
 - ? Network with various contacts to further best practices

Youth Council

- ? Develop and operate Area 7 Youth Council
- ? Provide guidelines and coordination for youth activities

II. DUTIES OF THE SUB-GRANTEES

Under this agreement, the Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities throughout the Sub-Grantee's area within the guidelines established by Area 7. The Sub-Grantee will carry out these duties through a partnership of chief elected officials.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of the WIA, the approved Area 7 Workforce Investment Plan, the negotiated performance levels, and policies established pursuant to the Secretary's authority.

Under guidelines developed by Area 7, the Sub-Grantee shall:

Workforce Development System

- ? Establish and operate a WIA-compliant workforce development system, which provides services pursuant to WIA to eligible individuals and employers
- ? Maintain a business-driven partnership with elected officials
- 4 Develop, submit, and monitor workforce investment plans *as* required by WIA and by Area 7 guidelines
- ? Set procedures for and administer ITAs within the guidelines established by the Area 7 Board
- ? Provide information for sharing best practices within Area 7
- ? Provide services to employers and job seekers as required under WIA and the American Recovery and Reinvestment
- ? Provide an appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA.

Audits and Monitoring

- ? Provide for oversight and monitoring of local programs
- ? Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ? Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings
- ? Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting

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system

? Access to records must be granted by the Sub-Grantee to 0 DJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.

? Records shall be retained as specified in 29 CFR 97.42 and Area 7 policy

? Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.324

One-Stop Operations

- Establish One-Stop system under Area 7 Board guidelines and submit One-Stop operators to the Area 7 Board for approval
- Complete application process and maintain One-Stop certification
- Negotiate One-Stop system MOUs with local partners and submit to the Area 7 Board for approval

Service Providers

- Review applications from training providers and submit to the Area 7 Board for approval • Identify and select providers for youth activities and send to Area 7 Board for approval

Fiscal

- Submit reports of expenditures and service delivery
- Participate in reallocation process of WIA funds within Area 7
- Fully expend all *carry forward* funds by December 31 unless a plan of action that includes timelines and amounts has been submitted by January 31 to the Area 7 Executive Director
- Follow systems and procedures for receipt, expenditure, and tracking of WIA funds, as established by the Area 7 Fiscal Agent.
- Funds shall be accounted for by program funding stream and appropriate program year. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- Procurement shall be accomplished by the Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements.
- Agree to the withholding of funds from the Sub-Grantee WIA allocation for operation of Area 7 per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.

Performance

Each Sub-Grantee shall meet or exceed the WIA Title I B PY 2009 common measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If the Sub-Grantee fails to meet any standard for the Program Year, the Sub-Grantee will be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues.

Liability

The Area 7 Board and its Chief Elected Officials Consortium shall have liability only for proper use of the administrative funds for its direct operations.

Liability follows the WIA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal Sub-Grantee, to the extent individual causation is documented. Otherwise, they will be distributed to all Sub-Grantees based upon each Sub-Grantee's percentage share of the total WIA annual allocation for Area 7.

Disputes

Any dispute which cannot be resolved between the Area 7 Board and Sub-Grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution.

Certifications and Assurances

The Area 7 Board and all Sub-Grantees shall comply with the following state and federal laws: Drug Free Workplace, Federal debarment and suspension, Lobbying Activities Restrictions, Environmental Tobacco

Smoke, Nondiscrimination and LEO, Clean Water Act, Ethics provisions, Conflict of Interest provisions, and Disaster Recovery Plans.

This agreement is effective beginning 17 February 2009 and ending at the Termination of the Recovery Act funds.

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

RESOLUTION NO. 09-580

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE OHIO DEPARTMENT OF HEALTH;
THE DELAWARE COUNTY COMMISSIONERS; AND THE DELAWARE COUNTY DEPARTMENT OF JOB
& FAMILY SERVICES (AS THE ADMINISTRATIVE AGENT FOR AND ON BEHALF OF THE FAMILY**

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AND CHILDREN FIRST COUNCIL OF DELAWARE COUNTY) FOR THE HELP ME GROW PROGRAM:

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

Whereas, the Director of Job and Family Services recommends approval of the agreement between The Ohio Department Of Health And The Delaware County Department Of Job & Family Services (As The Administrative Agent For And On Behalf Of The Family And Children First Council Of Delaware County) For The Help Me Grow Program;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the agreement for the Help Me Grow Program.

**SUBSIDY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF HEALTH
AND
Delaware County Job & Family Services
Administrative Agent for and on behalf of
The Family and Children First Council of Delaware County**

PREAMBLE

The Ohio Department of Health (hereinafter "**ODH**") whose address is 246 North High Street, Columbus, Ohio 43215, and Delaware County Job & Family Services, the Administrative Agent for and on behalf the Family and Children First Council of Delaware County, (hereinafter "**County FCFC**"), whose address is 140 N. Sandusky, Delaware, Ohio 43015-0570, hereby enter into this Subsidy Agreement (**Agreement**) as authorized by Am. Sub. HB 1 of the 128th General Assembly. For the purposes of this Subsidy Agreement, the term "parties" means ODH and the **County FCFC** collectively. The term "**County Help Me Grow Program**" refers to the entities responsible for carrying out the purpose and scope of this agreement including the program components in Appendix #1 in Delaware County. (*Appendix #1 is available in the Commissioners' Office until no longer of administrative value*).

PURPOSE AND SCOPE

WHEREAS, the **County FCFC** wishes to administer and monitor funds made available through the Help Me Grow line item in the state biennial budget to **ODH** to implement and maintain a coordinated, community-based infrastructure that promotes trans-disciplinary, family-centered services for expectant parents, newborns, infants, toddlers and their families in collaboration and cooperation with other state and local agencies. In addition, activities conducted through the **County Help Me Grow program** shall support the following commitments to family and child- well being:

- Expectant parents and newborns thrive
- Infants and toddlers thrive
- Children are healthy and ready for school;

WHEREAS, the provision of such funds are to be used to support Governor Strickland's plan to provide every child a fair start through access to high quality early care and learning; and

WHEREAS, the provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of THE OHIO DEPARTMENT OF HEALTH to protect and improve the health of all Ohioans;

NOW THEREFORE, THE OHIO DEPARTMENT OF HEALTH will provide to the County FCFC an amount not to exceed \$338542.00 for the period July 1, 2009 through June 30, 2010 to provide services for expectant parents; newborns, and infants and toddlers at risk for or with developmental delays and disabilities and their families as set forth in the Agreement.

I Objectives:

The objectives of this Agreement are to (1) set forth the process by which **ODH** will distribute funds to the **County FCFC**; and (2) to define the responsibilities of the respective parties for the administration of the program. ODH and the **County FCFC**, in consideration of the mutual promises hereinafter expressed and intending to be legally bound, agree to the following.

II Responsibilities of the County FCFC
The County FCFC shall:

- A. Administer and monitor funds provided to the **County Help Me Grow Program** by **ODH** for the

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period July 1, 2009 through June 30, 2010 for carrying out the following Program Components as further described in Attachment 1, which is incorporated herein:

1. Outreach; child find; intake and referral; and procedural safeguards;
2. Home visiting services to begin in the prenatal period for at risk families and the development and implementation of a Family Plan;
3. Service coordination to include development, implementation and review of the Individualized Family Service Plan (IFSP) for families with infants and toddlers with a developmental delay or disability;
4. Referral for specialized services;
5. Family to family support; and
6. Multi-disciplinary evaluation to determine eligibility for Part C Early Intervention services.

B. Assure that services are:

1. Established by a partnership between families and community resources;
2. Voluntary and non-punitive;
3. Culturally sensitive and responsive to families;
4. Transitional - families use services when they are in need: involvement ends when the problem has been resolved or when the family chooses to exit;
5. A combination of prevention and intervention;
6. Delivered through home and community-based service mechanisms;
7. Respectful of families as equal partners in planning, implementation, evaluation and governance;
8. Based on a local partnership with the Family and Children First Council and the Early Childhood Coordinating Committee;
9. Accessible through a highly visible, neutral point of contact (Centralized Intake and Referral);
10. Holistic (providing health, educational, developmental and social services), utilizing the strengths of the family to enhance the development of the young children in the family and foster the family's self sufficiency; and
11. Supportive to parents.

C. Assure that all agencies contracting with the **County FCFC** follow and are subject to federal Part C regulations and state policies.

D. Assure that the confidentiality and privacy of each client record is maintained.

E. Agree to work with the Ohio Department of Health, Bureau of Early Intervention Services, and Ohio Family and Children First in implementing Help Me Grow and in meeting the Help Me Grow Child and Family Outcomes and Performance Measures and the ^{the} State Performance Plan Benchmarks submitted to the U.S. Department of Education. (See the Help Me Grow Website - www.ohiohelpmegrow.org.)

F. Assure that all professionals funded through the **County FCFC** and licensed by the state of Ohio as appropriate, shall comply with their licensure requirements.

G. Assure that project directors, clinical supervisors, home visitors and service coordinators in

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the **County Help Me Grow Program** meet the personnel requirements as outlined in the Help Me Grow Personnel Standards Policy.

- H. Assure that service coordinators and all personnel providing services to families meet ODH training requirements and receive at least the minimum number of hours of clinical supervision per month as outlined in the Help Me Grow Personnel Standards Policy. This includes, but is not limited to, Help Me Grow Project Directors, individuals providing direct services, service coordinators and individuals providing clinical supervision.
- I. Employ/designate a **County Help Me Grow Program** Project Director (PD) to assure successful implementation of the program. This position will be a full time equivalent (1.0 FTE) position in most counties. The Help Me Grow PD position description will be made available to ODH upon request. **County FCFC** funds may be used to subsidize the position.
- J. Assure all **County FCFC Subcontractors** for Help Me Grow services comply with the data collection, data entry and data reporting in the Early Track system as mandated by ODH. Assure all required data is accurately and completely entered into the Early Track data system in a timely manner. Timely is defined as within thirty (30) days of the update or occurrence as stated in HMG Data Collection, Data Management and Reporting Policy.
- K. Submit proposed county budget for use of GRF funds as a part of this agreement on the **required** excel form. (Attachment 3) **The proposed GRF budget shall be submitted along with the submission of the signed subsidy agreement.** Quarterly expenditure reports shall be submitted using the **required** excel form (Attachment 4) on or before the dates listed below:

Quarters	Dates	Due Dates
First Qtr	7/1/2009 - 9/30/2009	October 15, 2009
Second Qtr.	10/1 /2009 - 12/3 1/2009	January 15, 2010
Third Qtr.	1/1/2010— 3/31/2010	April 15, 2010
Fourth Qtr	4/1/2010 - 6/30/2010	July 15, 2010
Final Report	7/1/2009 - 6/30/2010	August 15, 2010

These attachments have been e-mailed to the agency financial contact listed on the HMG SFY09 Grant and to the HMG Project Director. **The quarterly and final expenditure reports shall be submitted electronically to ODH via e-mail addressed to your county HMG Program Consultant. Please Note: This applies to the subsidy reports only. Failure to submit reports by the due dates will result in a delay in the disbursement of quarterly payments.**

III. Responsibilities of ODH

ODH agrees to:

- A. Forward to the **County FCFC** in quarterly intervals, an amount not to exceed \$338,542.00 for the period July 1, 2009 through June 30, 2010 (hereinafter "fiscal year 2010") to provide services for expectant parents; newborns and their families; and infants and toddlers at risk for or with developmental delays and disabilities and their families.
- B. Ensure that that each county has at least one Early Track system administrator.
- C. Ensure that County FCFC subcontractors are provided access to the Early Track data system to be used for reporting program activities and related expenditures.
- D. If at any time during the term of this Agreement, ODH determines that the **County FCFC** is not using the funds allocated in accordance with the terms of this Agreement or if data is not entered in a timely manner, **ODH** may withhold future quarterly payments.
- E. The **ODH** may withhold future quarterly payments if data is not entered in a timely manner.

IV. Duration

This Agreement shall become effective on July 1, 2009 or upon the execution of both parties, which

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ever occurs later, and shall continue in effect until June 30, 2010. It may be terminated by either party upon sixty (60) days advance written notice to the other party. If, at any time, ODH experiences insufficient funds to make future payments under this Agreement, **ODH** may terminate the Agreement immediately upon written notice to the **County FCFC**. The Agreement may be amended by mutual written agreement of the parties.

V. Disclosure of Personal Health Information (Provisions for Compliance with the Health Insurance Portability and Accountability Act of 1996- HIPAA)

A. Definition

Protected Health Information (hereinafter 'PHI') is information received from or on behalf of **ODH** that meets the definition of PHI as defined by the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 C.F.R. 164.501, and any amendments thereto.

B. Permitted Uses and Disclosures

The **County FCFC** shall not use or disclose PHI except as provided within this Agreement solely to fulfill the specific contract activities specified herein or as otherwise required under the HIPAA regulations or other applicable law. All subcontractors and agents of the **County FCFC** are limited to the uses or disclosures that ODH is permitted by HIPAA to conduct.

C. Safeguards

The **County FCFC** shall use appropriate safeguards to protect against use or disclosure of PHI not provided for by this Agreement.

D. Reporting of Disclosure

The **County FCFC** shall promptly report to **ODH**, any knowledge of uses or disclosures of PHI that are not in accordance with this contract or applicable law. In addition, the **County FCFC** shall mitigate any adverse effects of such a breach to the extent possible.

E. Agents and Subcontractors

The **County FCFC** shall ensure that all of its agents and subcontractors that receive PHI from or on behalf of or create PHI on behalf of **ODH** agree to the same restrictions and conditions that apply to **ODH** with respect to the use or disclosure of PHI.

F. Accessibility of Information

The **County FCFC** shall make available to **ODH** such information as it may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Sections 164.524 and 164.528 and any amendments thereto.

G. Amendments of Information

The **County FCFC** shall make PHI available to **ODH** in order for **ODH** to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by **ODH**, incorporate any amendments into the information held by the **County FCFC** and ensure incorporation of any such amendments into information held by its agents or subcontractors.

H. Disclosure

The **County FCFC** shall make available its internal practices, books and records relating to the use and disclosure of PHI received from **ODH**, or created or received by the **County FCFC** on behalf of **ODH**, to ODH and to the Secretary of the United States Department of Health and Human Services for the purpose of determining ODH's compliance with HIPAA and the regulations promulgated by the United States Department of Health and Human Services and any amendments thereto.

I. Material Breach

In the event of a material breach of the **County FCFC** obligations under this section, **ODH** may at its option terminate this Agreement with regard to the **County FCFC**. Termination of this Agreement shall not affect any provision of this Agreement which, by its wording or nature, is intended to remain effective and to continue to operate in the event of termination.

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J. Return or Destruction of Information

Upon termination of this Agreement, the **County FCFC**, at its option, shall return to **ODH**, or destroy, all PHI in its possession, and keep no copies of the information except as requested by **ODH** or required by law. If the **County FCFC** or its agent or subcontractor destroys any PHI then the **County FCFC** will provide the **ODH** documentation evidencing such destruction. Any PHI maintained by the **County FCFC** shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

K. Management and Administration

ODH permits the **County FCFC** to use PHI obtained from **ODH** for management and administration purposes or to carry out legal responsibilities. **ODH** permits the **County FCFC** to disclose PHI obtained from **ODH** if the disclosure is required by law.

L. The County FCFC hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. The County FCFC will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement [ref. 45 C.F.R.1 64.504(e)(2)(ii)(A)(B)]. The County FCFC shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by this Agreement.

M. The County FCFC hereby agrees that anytime information is provided or made available to any subcontractor or agent, the County FCFC must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Contracts must be made available for review by ODH upon request. Further, the County FCFC agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of the County FCFC obligations under this Agreement.

VI. General Provisions:

The parties to this Agreement agree that:

- A.** This Agreement and the obligations of the parties hereto are subject to the provisions of Section 126.07 of the Revised Code.
- B.** In the performance of this Agreement, there shall be no discrimination against any person because of race, color, sex, religion, national origin, age, handicap, veteran status, or any other factor specified in the Civil Rights Act of 1964, as amended, in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- C.** No party is responsible to the other parties for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.
- D.** The **County FCFC** agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this agreement. and nothing in this agreement shall be interpreted or construed to place responsibility for professional acts or omissions onto **ODH**; and **ODH** agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this agreement. and nothing in this agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto the **County FCFC**.
- E.** Each paragraph of this Agreement is an independent paragraph. The holding of any paragraph or part thereof to be unconstitutional, void, or legally ineffective for any reason does not affect the validity or effectiveness of any other paragraph or part thereof. The remainder of the Agreement remains fully enforceable.
- F.** All the terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by the parties.
- G.** This Agreement shall be construed in accordance with the laws of the State of Ohio.
- H. County FCFC**, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01 S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The **County FCFC** understands that failure to comply with Executive Order 2007-01 S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with

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the State of Ohio.

I. County FCFC represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and **County FCFC** shall immediately repay to **ODH** any funds paid under this Agreement.

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

RESOLUTION NO. 09-581

IN THE MATTER OF APPROVING THE BIENNIAL SUB -GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE CHILD SUPPORT ENFORCEMENT AGENCY FUNDING:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the Biennial Subgrant Agreement Between The Delaware County Commissioners And The Ohio Department Of Job And Family Services.

Whereas, the Director of The Child Support Enforcement Agency recommends approval of the Biennial Sub-Grant Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Biennial Sub-Grant Agreement.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-1011-11-5031**

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Delaware County Board of County Commissioners (hereinafter referred to as "Board"), jointly with other county signers if required by division (C) of section 5101.21 of the Revised Code, in accordance with sections 307.98 and 5101.21 of the Revised Code.

This Subgrant Agreement is made pursuant to the grant award(s) identified in the Addenda to this Subgrant Agreement. These grant awards were awarded to the State of Ohio by the United States Department of Health and Human Services (HHS) and are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS) and/or a public children services agency (PCSA) and/or a child support enforcement agency (CSEA), as designated by the board of county commissioners in section 307.981 of the Revised Code.
- B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), Chapter 4141 of the Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight;
- C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Agreement related to financial assistance also apply to public money, as defined in section 117.01 of the Revised Code, used by the county to match state or federal funds; and
- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, and any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments. State and federal laws also include any Governor's Executive Orders to the extent that they apply to counties and ODJFS Procedure Manuals. The term 'state and federal laws' includes all state and federal laws as listed in this paragraph and existing on the effective date of this Agreement as well as those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by each county family services agency included in this agreement.

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- B. This Subgrant Agreement is entered into on behalf of the following county family services agency (hereinafter referred to as "SUBGRANTEE") as indicated by the checked box below: (**Bold**)

The county department of job and family services (CDJFS) that performs all CDJFS duties set forth in Revised Code (R.C.) 329.04, but the CDJFS does not perform any duties assigned to a public children services agency or a child support enforcement agency.

The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and all public children services duties, but the CDJFS does not perform any duties assigned to a child support enforcement agency.

The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and all child support enforcement duties, but the CDJFS does not perform any duties assigned to a public children services agency.

The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and all public children services duties and all child support enforcement duties.

The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and also the separate public children services agency (PCSA) that is a county children services board appointed under R.C. 5153.03. The Board of County Commissioners and the county children services board have jointly entered into this Subgrant Agreement and both parties have signed this Subgrant Agreement on behalf of the CDJFS and the PCSA.

The CSEA that is a stand alone agency and performs all duties assigned to a child support enforcement agency.

The PCSA that is a stand alone agency and performs all duties assigned to a public children services agency.

ARTICLE II. RESPONSIBILITIES OF OWES

ODJFS agrees to:

- A. Provide funding to the family services agency in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to county family services agencies as specified in R.C. 5101.23, if applicable.
- C. Monitor SUBGRANTEE to provide reasonable assurance that the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- E. Provide technical assistance and training to assist SUBGRANTEE in fulfilling its obligation under this agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against SUBGRANTEE will be taken in accordance with R.C. 5101.24 unless another section provides authority for a different action. If ODJFS takes an action authorized by R.C. 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with R.C. 5101.24 and the OAC.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

SUBGRANTEE agrees to:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the timeliness standards established by ODJFS. SUBGRANTEE will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules and formats established by ODJFS.
- C. Promptly reimburse ODJFS for any funds ODJFS pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which SUBGRANTEE is responsible that results from any action by ODJFS pursuant to R.C.

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5101.24.

- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- Provide and ensure the existence of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by SUBGRANTEE.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2009, through June 30, 2011, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to section 126.07 of the Ohio Revised Code (R.C.), that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2010 and 2011 will be provided to SUBGRANTEE in an Addendum to this agreement at the beginning of each SFY. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will advise SUBGRANTEE of revisions to subgrant amounts through the issuance of supplements to the Addenda as changes arise.
- B. SUBGRANTEE will limit cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR Parts 74 and 92, Transmittal No. TANF-ACF-PI-01-02 issued by the United States Department of Health and Human Services, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual.
- C. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at anytime the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110(2 CFR 215), A-122 (2 CFR 230), A-87 (2 CFR 225), and A-133 as well as 45 CFR 92, including, but not limited to the following federal rules:
1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Federal Funds: Pursuant to 45 CFR 92.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the Addenda to this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period of availability, pursuant to federal law.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 92.24, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-

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kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program Income: Program income must be used as specified in 45 CFR 92.25.
5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 9232.
7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 92.33.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 92.26, and OMB Circular A-133, SUBGRANTEE must ensure that the county of which they are a part has an audit with a scope as provided in OMB Circular A-133, Subpart F, § 1500 that covers funds received under this agreement. SUBGRANTEE must send one (1) copy of the final audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE will take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and the members of the Board and other county signatories to this Subgrant Agreement, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to R.C. 5101.24 and 45 CFR 92.43, as applicable, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- D. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:
 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;

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1. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 2. Prepare and furnish a report to ODJFS, as of the date SUBGRANTEE received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 3. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to ODJFS from SUBGRANTEE that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 30th Floor, Columbus, Ohio 43215.
- B. Notices to the SUBGRANTEE from ODJFS concerning any and all matters regarding this Subgrant Agreement will be sent to the Board and other county signatories to this Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDUM, AND SUBORANTS

- A. Amendment: This document, along with any related addenda, constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send SUBGRANTEE an amended Subgrant Agreement for signature. If SUBGRANTEE notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. Addenda: ODJFS will provide information concerning the amount of the funding, the source of the federal funds, and the terms and conditions in Addenda to this Subgrant Agreement. Any Addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an Addendum will constitute acceptance of the terms and conditions contained in that addendum. ODJFS will advise the Subgrantee of subsequent changes in the amounts, the source, or the terms and conditions listed in the Addenda through issuance of a supplement to the Addenda. Any draw of the modified funding will constitute acceptance of the terms and conditions contained in the supplemented Addendum.
- C. Subgrants

Any subgrants made by SUBGRANTEE to a university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose the requirements of 45 CFR Part 74 as well as state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.

2. Debarment and Suspension: As provided in 45 CFR 92.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. Procurement: While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 92.36, 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If SUBGRANTEE discovers that subgrant funding has not been used in accordance with state and federal laws, SUBGRANTEE must take action to recover such funding.
5. Duties as Pass-through Entity: Perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

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ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBORANTEE. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of section 5101.21 of the Revised Code, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, OD,JFS, or any of the officers or employees of the State of Ohio or ODJFS.

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

RESOLUTION NO. 09-582

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE/PROBATE COURT:

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

Supplemental Appropriation

24026326-5319	JUV CRT RESTITUTION/Reimbursements	\$ 8,000.00
24026326-4720	JUV CRT RESTITUTION/Misc Revenue	\$ 13,000.00

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

RESOLUTION NO. 09-583

IN THE MATTER OF APPROVING THE ENGAGEMENT LETTER BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SQUIRE SANDERS & DEMPSEY LLP:

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

WHEREAS, Squire Sanders & Dempsey LLP has provided the engagement letter below for anticipated services related to economic development; and,

WHEREAS, the Prosecutor's Office has reviewed the engagement letter.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Delaware County Commissioners as follows:

Section 1. The Commissioners authorize the engagement letter between Delaware County and Squire Sanders & Dempsey LLP under the terms below.

We thank you for the opportunity to advise the County of Delaware, Ohio (the "County") in connection with various economic development matters in 2009. We understand our representation will include participation in conferences discussing tax increment financings, new community authorities, other economic development and tax incentive matters and the preparation and review of documents and proceedings in connection therewith, together with any necessary research and review of and rendering advice as to the applicable laws (the "Representation"). We understand that this Representation will not cover the issuance of securities by the County, as those matters will be addressed separately.

A written engagement agreement for legal services is recommended in Ohio and the other jurisdictions in which Squire, Sanders & Dempsey L.L.P. ("SSD") practices law. The engagement agreement between SSD and the County consists of this letter and the enclosed Terms and Conditions of Engagement ("Terms") and is intended to achieve a clear understanding between SSD and the County. The engagement agreement addresses our responsibilities to each other and outlines for you certain important matters that are best established early as we form our attorney-client relationship in this matter.

We request that you carefully review this agreement including the enclosed Terms. Since those Terms were prepared for our use for all our firm clients on a wide range of matters, they are quite encompassing and may prompt questions. I would be pleased to answer any questions that arise from your review.

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It is particularly important that you review and understand the terms of our relationship in the portion of the Terms addressing “Conflicts of Interest.” Based on our review of the information available to us, we are not aware of any conflicts. If at any time during the course of our Representation we learn of a conflict, or the County concludes that a conflict exists, we will promptly consult with you to resolve it.

Our fees for the Representation will be based primarily on the billing rate for each individual devoting time to these matters and our out-of-pocket expenses. I would estimate the hourly rate for partners at \$350 per hour, associates at \$275 per hour and legal assistants at \$180 per hour. If during the course of the Representation it appears that our actual hourly rates will exceed these amounts, we will promptly contact you with a revised estimate of the hourly rates required to complete the projects. We will be submitting monthly invoices for this Representation. Please note that invoices for our services are payable within thirty days of the date of our invoice.

If these matters are agreeable, please have a copy of this letter executed and return it to me. If you have any questions or concerns regarding this engagement agreement, please call me.

Throughout our relationship, we want you to be satisfied with the professional services that we perform on your behalf. Accordingly, we encourage you to contact us just as soon as you have any questions or concerns regarding our services or our fees.

SQUIRE, SANDERS & DEMPSEY L.L.P.

Engagement Letter for Services for Delaware County, Ohio

This document and the accompanying cover letter, (together the “agreement”) set forth the standard terms and conditions (“standard terms”) under which you are engaging Squire, Sanders & Dempsey L.L.P.¹ (“us” or “we” or “SSD” or “Firm”) to provide legal services. This agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to a new or revised engagement agreement expressly superseding this agreement in whole or in part. We encourage you to retain the agreement.

For your convenience, set forth below are the topics covered in these standard terms:

Who Will Provide the Legal Services? 1
 Our Services to You 1
 Who Is Our Client?..... 2
 Conflicts of Interest..... 3
 Termination of Representation 3
 How We Set Our Fees 4
 Other Charges 5
 Billing Arrangements and Payment Terms 5
 Taxes 6
 Client and Firm Documents 6
 Disclosure of Your Name as our Client 7
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 Entire Agreement..... 7
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Who Will Provide the Legal Services?

In most cases one SSD attorney will be your principal contact. From time to time that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the firm or to outside “contract” personnel.

Our Services to You

In our letter that presents these standard terms to you, we specify the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the accompanying letter. For example, unless specified in the accompanying letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under U.S. securities laws or any other laws or regulations; or advice on tax consequences. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us.

¹ Squire, Sanders & Dempsey L.L.P. practices in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations. Please refer to the formal legal name on the cover letter accompanying these Standard Terms of Engagement for the name of the legal entity that is contracting with you. SSD attorneys worldwide are available to meet your needs.

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We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all attorneys are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

The confidentiality of protected client information (known as “confidences” and “secrets” in some jurisdictions and as “information relating to the representation of a client” in others) will be maintained inviolate in accordance with the law of professional ethics, except to the extent necessary to further your interests or as authorized by applicable law.

Who Is Our Client?

An essential condition of our representation is that our only client is the person or entity identified in the accompanying letter. In the absence of an express identification of our client in the text of the letter, our client is the person or entity to whom the letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the letter to an authorized representative of the client. Throughout these standard terms, “you” refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our letter, our representation of you does not extend to any of your affiliates and we do not assume any duties with respect to your affiliates. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, for you or your affiliates, any employees, officers, directors, or shareholders. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same level of government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. It would be necessary for affiliates, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. You should know that our engagement agreements with a number of other clients have a similar provision.

If you provide us with any confidential information of your affiliates or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client, but you are the exclusive party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

Conflicts of Interest

SSD is a law firm of over 700 attorneys practicing law in a wide variety of fields from more than twenty offices. Since the founding of the Firm over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked SSD attorneys to represent them. Information on the nature of the Firm’s clients and practice is available at <http://www.ssd.com/> and upon request. Because of the broad base of clients that the Firm represents on a variety of legal matters, it is possible that you may find yourself in a position adverse to another Firm client in litigation, business negotiations, or some other legal matter in which we do not represent you. Accordingly, we are including the following model language recommended to us by our insurer:

You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Termination of Representation

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, we will cease to render services to you as soon as allowed by applicable law and ethical and/or court rules, which may include court approval of our withdrawal from litigation. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred

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both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude its continuing representation of existing clients on matters adverse to you or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon SSD by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that SSD would have the right to withdraw from the representation. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination. You agree that regardless of whether you or we terminate the representation (A) SSD would be paid by you for the work it performed prior to termination; (B) SSD's representation of you prior to any termination would not preclude SSD from undertaking or continuing any representation of another party; and (C) as a result of SSD's representation of another party you would not argue or otherwise use SSD's representation of you prior to any termination to contend that SSD should be disqualified.

When we complete the services you have retained us to perform, our attorney-client relationship for that matter will be terminated. Unless previously terminated by the completion of our services or otherwise, our representation will terminate no later than the date of our final statement for services and expenses for the particular matter. If you later retain us to perform further or additional services, our attorney-client relationship will commence again subject to these terms of engagement unless we change the terms in writing at that time.

After completion of the services you have retained us to perform, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, the Firm has no continuing obligation to advise you with respect to future legal developments.

If we are asked to testify as a result of our representation of you, or if we must defend the confidentiality of your communications in any proceeding, or if any claim is brought against the Firm or any of its personnel based on your actions or omissions, you agree to pay us for any resulting costs, including for our time, calculated at the then applicable hourly rate for the particular individuals involved, even if our representation of you had ended.

How We Set Our Fees

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of attorneys, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying engagement letter. The billing rates of our attorneys and paralegals vary, depending generally upon the experience and capabilities of the attorney or paralegal involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm-wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that generally have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are both beyond our control and unforeseeable. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

Other Charges

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and similar communications; document printing, reproduction, scanning, imaging and related expenses; translations and

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related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like).

Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services provided by the Firm (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all clients of the Firm over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly. Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

Billing Arrangements and Payment Terms

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within 30 days of the date of our statement. If you have any issue with our statement, you agree to raise it specifically within 30 days of the date of our statement. If the issue is not immediately resolved, you agree to pay all fees and disbursements not directly affected by the issue within 30 days of the original bill and all amounts affected by the issue within 10 days of its resolution.

In the event that a statement is not paid in full within 30 days of the date of our statement, interest and/or late charges will be imposed on any unpaid fees and/or costs at the combined rate of ten percent (10%) per annum. If the cover letter accompanying these standard terms of engagement specifies an event or an alternate date upon which payment is due, interest and/or late charges will be imposed on any unpaid fees and/or costs 30 days after the specified event or date. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, you hereby grant us an attorneys' lien on those funds in the amount of any sums due us.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of receiving our statement.

Taxes

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

Client and Firm Documents

The Firm will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files, made at your expense, if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven years after the termination of the engagement, unless applicable law permits a shorter period for preservation of documents or requires a longer period, or unless a different period is specified in a special written agreement signed by both of us.

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Disclosure of Your Name as our Client

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

Severability

In the event that any provision or part of this agreement should be unenforceable under the law of the controlling jurisdiction, the remainder of this agreement shall remain in force and shall be enforced in accordance with its terms.

Entire Agreement

This agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in the agreement.

Governing Law

Unless otherwise specified in the letter accompanying these standard terms, all questions arising under this engagement or concerning rights and duties between us will be governed by the law of the jurisdiction in which the SSD attorney sending you this agreement is licensed, excluding choice of law provisions that might select the law of a different jurisdiction. If he or she is licensed in several jurisdictions, the law of the jurisdiction of his or principal SSD office will govern. When another jurisdiction provides that its law will govern notwithstanding any agreement, that other law may of course control, at least on certain questions.

In Conclusion

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Partner in Firm Management and/or an Ethics Partner. Thank you.

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

RESOLUTION NO. 09-584

IN THE MATTER OF ACCEPTING THE REPORT OF THE CITY OF WESTERVILLE ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2008 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

Whereas, the Director of the Economic Development Department recommends approval of the following report and recommendations for the City of Westerville Enterprise Zone;

Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following resolution, report and recommendations for the City of Westerville Enterprise Zone:

RESOLUTION

WHEREAS, the Delaware County Commissioners, with the consent of the City of Westerville Council, have designated areas of the City of Westerville as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the City of Westerville Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 11, 2009, and reviewed the status of each active Enterprise Zone Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the City of Westerville and Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2008, and the recommendations of the TIRC, by March 31, 2009 to the Director of the Ohio Department of Development, and said report has been submitted.

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

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Section 1. That the review and recommendations made by the TIRC on March 11, 2009, as summarized on the following Program Year 2008 Enterprise Zone Program Summary report for the City of Westerville - Zone Number 267, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

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

City of Westerville Tax Incentive Review Council Report – Summary

Enterprise Zone Program Year – 2008

Job & Payroll Creation	Date of Agreement	End of Abatement Period	Job Creation Goal	Job Creation Results	% of Goal Achieved	Payroll Creation Goal	Payroll Creation Results	% of Goal Achieved	TIRC Action
Worthington Cylinder	3/31/1994	12/31/2008	100	216	216.00%	\$1,700,000	\$5,638,578	331.68%	Continue
TOTALS			100	216	216.00%	\$1,700,000	\$5,638,578	331.68%	

Job & Payroll Creation	Real Property Investment Goal	Real Property Investment Results	% of Goal Achieved	Personal Property Investment Goal	Personal Property Investment Results	% of Goal Achieved
Worthington Cylinder	\$3,650,000	\$4,691,806	128.54%	\$22,000,000	\$16,833,547	76.52%
TOTALS	\$3,650,000	\$4,691,806	128.54%	\$22,000,000	\$16,833,547	76.52%

continued

Job & Payroll Creation	Total Property Investment Goal	Total Property Investment Results	% of Goal Achieved
Worthington Cylinder	\$25,650,000	\$21,525,353	83.92%
TOTALS	\$25,650,000	\$21,525,353	83.92%

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

RESOLUTION NO. 09-585

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF SUNBURY ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM AND TAX INCREMENT FINANCING (TIF) AREA FOR PROGRAM YEAR 2008 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

Whereas, the Director of the Economic Development Department recommends approval of the following report and recommendations for the Village of Sunbury Enterprise Zone;

Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following resolution, report and recommendations for the Village of Sunbury Enterprise Zone:

RESOLUTION

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Sunbury Council, have designated areas of the Village of Sunbury as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the Village of Sunbury Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 11, 2009, and reviewed the status of each active Enterprise Zone Agreement and made certain recommendations

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concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the Village of Sunbury and Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2008, and the recommendations of the TIRC, by March 31, 2009, to the Director of the Ohio Department of Development, and said report has been submitted.

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 review and recommendations made by the TIRC on March 11, 2009, as summarized on the following Program Year 2008 Enterprise Zone Program Summary report for the Village of Sunbury - Zone Number 220, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

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

Village of Sunbury Tax Incentive Review Council Report – Summary

Enterprise Zone Program Year – 2008

Job & Payroll Creation	Date of Agreement	Date of Expiration	Job Creation Goal	Job Creation Results	% of Goal Achieved	Payroll Creation Goal	Payroll Creation Results	% of Goal Achieved	TIRC Action
American Showa-R & D	8/19/2004	12/31/2015	8	23	300.00%	\$480,000	\$1,620,519	337.61%	Continue
American Showa – Expansion	3/22/2006	12/31/2016	48	82	170.83%	\$2,424,198	\$1,140,000	47.03%	Continue
TOTALS			56	106	189.29%	\$2,904,198	\$2,760,519	95.05%	

Continued

Investment	Real Property Investment Goal	Real Property Investment Results	% of Goal Achieved	Personal Property Investment Goal	Personal Property Investment Results	% of Goal Achieved
American Showa-R&D	\$2,730,600	\$3,411,087	124.92%	\$12,478,668	\$13,711,690	109.88%
American Showa-Expansion	\$2,206,000	\$3,394,255	153.86%	\$12,681,000	\$19,202,310	151.43%
TOTALS	\$4,936,600	\$6,805,342	137.85%	\$25,159,668	\$32,914,000	130.82%

Continued

Investment	Total Property Investment Goal	Total Property Investment Results	% of Goal Achieved
American Showa R & D	\$15,209,268	\$17,122,777	112.58%
American Showa - Expansion	\$14,887,000	\$22,596,565	151.79%
TOTALS	\$30,096,268	\$39,719,342	131.97%

**OHIO TAX INCREMENT FINANCING (TIF) PROGRAMS
2008 ANNUAL STATUS REPORT**

1. Name of Local Jurisdiction and County: Village of Sunbury
2. Jurisdiction creating the TIF (circle one): County Municipal Township
3. TIF Type (circle one): Parcel TIF Incentive District TIF

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4. Date Created (mm/dd/yy): 06/25/08
5. Identify affected School District(s): Big Walnut School District
6. Project Information/Name: Sunbury Mill Plaza.
7. Type of Project: I-Industrial (C=Commercial, I=Industrial, M=Mixed Use, R=Residential)
8. Type of Public Improvement: Offsite Improvements
9. Exemption %: 100 Exemption term: 30 yrs
10. Project Investment:

	Real Property	Personal Property (if applicable)
Project (at time of legislation)	<u>\$22,561,142</u>	\$ <u>N/A</u>
Actual (as of 12/31/08)	\$ <u>0</u>	\$ <u>N/A</u>
11. Employment Information:

	Retained	Created
Projected (at time of legislation)	<u>0</u>	<u>427</u>
Actual (as of 12/31/08)	<u>0</u>	<u>160</u>
12. Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:

In Calendar Year 2008 None

Cumulative (through 12/31/08) None Year first payment made n/a
13. Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF

In Calendar Year 2008: None

Cumulative (through 12/31/08) None Year first expense paid None
14. Date of most recent Tax Incentive Review Council (TIRC): 3/11/09
15. TIRC Recommendation (e.g.: compliance, non-compliance, etc.): Compliance - Continue

OHIO TAX INCREMENT FINANCING (TIF) PROGRAMS
2008 ANNUAL STATUS REPORT

1. Name of Local Jurisdiction and County: Village of Sunbury
2. Jurisdiction creating the TIF (circle one): County Municipal Township
3. TIF Type (circle one): Parcel TIF Incentive District TIF
4. Date Created (mm/dd/yy): 08/09/06
5. Identify affected School District(s): Big Walnut School District
6. Project Information/Name: American Showa Expansion.
7. Type of Project: I-Industrial (C=Commercial, I=Industrial, M=Mixed Use, R=Residential)
8. Type of Public Improvement: Roadway and intersection improvements
9. Exemption %: 100 Exemption term: 30 yrs
10. Project Investment:

	Real Property	Personal Property (if applicable)
Project (at time of legislation)	<u>\$2,206,000</u>	<u>\$12,681,000</u>

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- | | | | |
|-----|------------------------------------|---------------------|---------------------|
| | Actual (as of 12/31/08) | <u>\$ 3,394,255</u> | <u>\$17,476,464</u> |
| 11. | Employment Information: | Retained | Created |
| | Projected (at time of legislation) | <u>645</u> | <u>48</u> |
| | Actual (as of 12/31/08) | <u>650</u> | <u>82</u> |
12. Dollar amount of service payments deposited into the TIF’s tax increment equivalent fund:
- In Calendar Year 2008 None
- Cumulative (through 12/31/08) None Year first payment made n/a
13. Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF
- In Calendar Year 2008: None
- Cumulative (through 12/31/08) None Year first expense paid None
14. Date of most recent Tax Incentive Review Council (TIRC): 3/11/09
15. TIRC Recommendation (e.g.: compliance, non-compliance, etc.): Compliance - Continue

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

RESOLUTION NO. 09-586

IN THE MATTER OF ACCEPTING THE REPORT OF THE ORANGE TOWNSHIP TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM AND OLENTANGY CROSSINGS – EAST TIF FOR PROGRAM YEAR 2008 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

Whereas, the Director of the Economic Development Department recommends approval of the following report and recommendations for the Orange Township Enterprise Zone;

Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following resolution, report and recommendations for the Orange Township Enterprise Zone:

RESOLUTION

WHEREAS, the Delaware County Commissioners, with the consent of the Orange Township Trustees, have designated areas of Orange Township as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the Orange Township Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

WHEREAS, the Delaware County Commissioners, via Resolution No. 04-1565, have designated an area of Orange Township, known as Olentangy Crossings – East, as a Tax Increment Financing District, pursuant to the Ohio Tax Increment Financing Act, which is contained in the Ohio Revised Code Sections 5709.77 through 5709.81, inclusive; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone and TIF District met on March 10, 2009, and reviewed the status of each active Enterprise Zone Agreement and the TIF Area and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, Orange Township and Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each Enterprise Zone and TIF Agreement, the results of each project during Enterprise Zone and TIF Program Year 2008, and the recommendations of the TIRC, by March 31, 2009, to the Director of the Ohio Department of Development, and said report has been submitted.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of

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Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the review and recommendations made by the TIRC on March 10, 2009, as summarized on the following Program Year 2008 Enterprise Zone Program Summary Report for Orange Township -Zone Number 247, and TIF Report, be accepted and that these reports, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

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

Orange Township Tax Incentive Review Council Report – Summary

Enterprise Zone Program Year – 2008

<u>Investment</u>	Real Property	Real Property Invest.	% of Goal	Pers. Property Investment	Pers. Property Invest.	% of Goal
<u>Project</u>	<u>Invest. Goal</u>	<u>Results</u>	<u>Achieved</u>	<u>Goal</u>	<u>Results</u>	<u>Achieved</u>
Accel	\$7,100,000	\$8,728,652	122.94%	\$900,000	\$4,004,103	444.90%
Scholastic Book Fairs	\$5,252,823	\$3,826,600	72.85%	\$9,589,000	\$13,287,609	138.57%
NexTech Materials	\$350,000	\$250,000	71.43%	\$2,300,000	\$2,825,021	122.83%
ATS-Ohio, Inc.	\$225,000	\$1,563,205	694.76%	\$2,325,000	0	0.00%
Education Sales Mgmt	\$115,000	\$44,019	38.28%	\$450,000	\$301,938	67.10%
TOTALS	\$13,042,823	\$14,412,476	110.50%	\$15,564,000	\$20,418,671	131.19%

Continued

<u>Investment</u>	Total Property Invest. Goal	Total Property Invest. Results	% of Goal Achieved
<u>Project</u>			
Accel	\$8,000,000	\$12,732,755	159.16%
Scholastic Book Fairs	\$14,841,823	\$17,114,209	115.31%
NexTech Materials, Ltd.	\$2,650,000	\$3,075,021	116.04%
ATS-Ohio, Inc.	\$2,550,000	\$1,563,205	61.30%
Education Sales Mgmt	\$565,000	\$345,957	61.23%
TOTALS	\$28,606,823	\$34,831,147	121.76%

<u>Job & Payroll Creation</u>	Date of Agreement	End of Abatement	Job Creation Goal	Job Creation Results	% of Goal Achieved
<u>Project</u>					
Accel	9/11/2000	12/31/2010	200	171	85.50%
Scholastic Book Fairs	3/8/2001	12/31/2008	38	0	0%
NexTech Materials, Ltd.	12/19/2002	12/31/2013	20	15	75.00%
ATS-Ohio, Inc.	2/24/2005	12/31/2011	50	0	0.00%

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Education Sales Mgnt	7/13/2006	12/31/2019	125	115	92.00%
TOTALS			433	301	69.52%

Job & Payroll Creation	New Payroll	New Payroll	% of Goal	TIRC
<u>Project</u>	<u>Goal</u>	<u>Results</u>	<u>Achieved</u>	<u>Action</u>
Accel	\$3,500,000	\$2,263,000	64.66%	Continue
Scholastic Book Fairs	\$796,000	\$0	0%	Terminate use claw back
NexTech Materials, Ltd.	\$1,000,000	\$948,226	94.82%	Continue
ATS-Ohio, Inc.	\$2,392,000	0	0.00%	Continue
Education Sales Mgnt	\$5,220,000	\$3,168,531	60.70%	Continue
TOTALS	\$12,908,000	\$6,379,757	49.42%	Continue

OHIO TAX INCREMENT FINANCING (TIF) PROGRAMS
2008 ANNUAL STATUS REPORT

- Name of Local Jurisdiction and County: Orange Township/Delaware County
- Jurisdiction creating the TIF (circle one): County Municipal Township
- TIF Type (circle one): Parcel TIF Incentive District TIF
- Date Created (mm/dd/yy): 12/20/04
- Identify affected School District(s): Olentangy Local School District
- Project Information/Name: Olentangy Crossing-East
- Type of Project: C (C=Commercial, I=Industrial, M=Mixed Use, R=Residential)
- Type of Public Improvement: New Roadway (North of intersection of Lewis Center Road with US 23), associated support improvements and utilities
- Exemption %: 100 Exemption term: 30 yrs.
- Project Investment:

	Real Property	Personal Property (if applicable)
Project (at time of legislation)	\$27,000,000	\$ N/A
Actual (as of 12/31/08)	\$ 4,800,000	\$ N/A
- Employment Information:

	Retained	Created
Projected (at time of legislation)	<u>0</u>	<u>788</u>
Actual (as of 12/31/08)	<u>0</u>	<u>18</u>
- Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:

In Calendar Year 2008	\$19,723.39	
Cumulative (through 12/31/08)	\$19,723.39	Year first payment made <u>2008</u>
- Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF

In Calendar Year 2008:	\$ 19,723.39
Cumulative (through 12/31/08)	\$ 19,723.39

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14. Date of most recent Tax Incentive Review Council (TIRC): 3/10/09

15. TIRC Recommendation (e.g.: compliance, non-compliance, etc.): Compliance

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

RESOLUTION NO. 09-587

IN THE MATTER OF ACCEPTING THE REPORT OF THE DELAWARE COUNTY/DELAWARE CITY ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2008 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

Whereas, the Director of the Economic Development Department recommends approval of the following report and recommendations for the Delaware County/City of Delaware Enterprise Zone;

Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following resolution, report and recommendations for the Delaware County/City of Delaware Enterprise Zone:

RESOLUTION

WHEREAS, the Delaware County Commissioners, with the consent of the City of Delaware, have designated areas of the City of Delaware as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the Delaware County Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 04, 2009, and reviewed the status of each active Enterprise Zone Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the City of Delaware and Delaware County are required under Ohio Revised Code Section 5709.68 to submit, and have submitted an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2008, and the recommendations of the TIRC, by March 31, 2009, to the Director of the Ohio Department of Development, and said report has been submitted.

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 review and recommendations made by the TIRC on March 04, 2009, as summarized on the following Program Year 2008 Enterprise Zone Program Summary report for the City of Delaware - Zone Number 215 and as specifically noted for each Company in the Final Enterprise Zone Report for this Enterprise Zone Area, which is on file at the offices of the Delaware County Economic Development Department as appropriate, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

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

Delaware City Tax Incentive Review Council Report – Summary

Enterprise Zone Program Year – 2008

<u>Job & Payroll Creation</u> <u>Project</u>	<u>Date of</u> <u>Agreement</u>	<u>Date of</u> <u>Expiration</u>	<u>Job</u> <u>Creation</u> <u>Goal</u>	<u>Job Creation</u> <u>Results</u>	<u>% of Goal</u> <u>Achieved</u>
Outokumpu #2	8/9/1998	12/31/2011	56	0	0.00%
Outokumpu #3	4/29/2002	12/31/2015	35	0	0.00%
Optimum Plastics #3	9/26/2002	12/31/2013	8	8	100.00%
Gooseberry Patch #2	3/1/2001	12/31/2011	32	5	15.63%
Jeg's Automotive	8/29/1997	12/31/2010	115	119	103.48%

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The Kroger Co.	3/28/2002	12/31/2013	276	404	146.38%
TOTALS			522	536	102.68%

<u>Job & Payroll Creation Project</u>	<u>Payroll Creation Goal</u>	<u>Payroll Creation Results</u>	<u>% of Goal Achieved</u>	<u>TIRC Action</u>
Outokumpu #2	\$1,596,000	\$0.00	0.00%	Continue
Outokumpu #3	\$1,241,000	\$0.00	0.00%	Continue
Optimum Plastics #3	\$160,000	\$425,869	266.17%	Continue
Gooseberry Patch #2	\$850,000	\$231,790	27.27%	Continue
Jeg's Automotive	\$2,250,000	\$5,384,988	239.33%	Continue
The Kroger Co.	\$8,158,000	\$18,686,667	229.06%	Continue
TOTALS	\$14,255,000	\$24,729,314	173.48%	

Continued

<u>Investment Project</u>	<u>Real Property Investment Goal</u>	<u>Real Property Investment Results</u>	<u>% of Goal Achieved</u>	<u>Personal Property Investment Goal</u>	<u>Personal Property Investment Results</u>	<u>% of Goal Achieved</u>
Outokumpu #2	\$4,150,000	\$7,655,897	184.48%	\$20,087,000	\$15,069,447	75.02%
Outokumpu #3	\$2,500,000	\$2,403,394	96.14%	\$13,182,768	\$14,025,241	106.39%
Optimum Plastics #3	\$2,000,000	\$2,192,543	109.63%	\$2,500,000	\$5,253,794	210.15%
Gooseberry Patch #2	\$1,300,000	\$1,380,735	106.21%	\$1,500,000	\$2,038,770	135.92%
Jeg's Automotive	\$11,950,000	\$12,987,072	108.68%	\$44,500,000	\$46,816,722	105.21%
The Kroger Co.	\$57,200,000	\$66,263,781	115.85%	\$79,000,000	\$64,366,911	81.48%
TOTALS	\$79,100,000	\$92,883,422	117.43%	\$160,769,768	\$147,570,885	91.79%

Continued

<u>Investment Project</u>	<u>Total Property Investment Goal</u>	<u>Total Property Investment Results</u>	<u>% of Goal Achieved</u>
Outokumpu #2	\$24,237,000	\$22,725,344	93.76%
Outokumpu #3	\$15,682,768	\$16,428,635	104.76%
Optimum Plastics #3	\$4,500,000	\$7,446,337	165.47%
Gooseberry Patch #2	\$2,800,000	\$3,419,505	122.13%
Jeg's Automotive	\$56,450,000	\$59,803,794	105.94%
The Kroger Co.	\$136,200,000	\$130,630,692	95.91%
TOTALS	\$239,869,768	\$240,454,307	100.24%

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

RESOLUTION NO. 09-588

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF ASHLEY TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE COMMUNITY REINVESTMENT AREA (CRA) PROGRAM FOR

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Commissioner O'Brien recused himself from the following resolution

RESOLUTION NO. 09-589

IN THE MATTER OF ACCEPTING THE REPORT OF BERLIN TOWNSHIP COMMUNITY REINVESTMENT AREA (CRA#2) TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE CRA PROGRAM FOR PROGRAM YEAR 2008 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE CRA:

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

Whereas, the Director of the Economic Development Department recommends approval of the following report and recommendations for the Berlin Township Community Reinvestment Area;

Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following resolution, report and recommendations for the Berlin Township Community Reinvestment Area:

RESOLUTION

WHEREAS, the Delaware County Commissioners, with the consent of Berlin Township Trustees, have designated areas of the Township as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code Sections 3735.65 through 3735.70, inclusive; and

WHEREAS, the purpose of the Delaware County CRA's in Berlin Township is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Area; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) for the CRA met on March 11, 2009, and reviewed the status of each active CRA Projects and Agreements and made certain recommendations concerning action to either continue, modify, or terminate said Agreements and the CRA; and

WHEREAS, the Berlin Township and Delaware County are required under Ohio Revised Code Section 3735.672 to submit an annual report regarding the status of each CRA Agreement, the results of each project during CRA Program Year 2008, and the recommendations of the TIRC, by March 31, 2009, to the Director of the Ohio Department of Development.

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 review and recommendations made by the TIRC on March 11, 2009, respectively, as summarized on the following Program Year 2009 CRA Program Summary report for the Berlin Townships be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 3735.672.

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

**Ohio Community Reinvestment Area (CRA) Program
2008 CRA Status Report**

CRA Number: 041-05788-02

Date Certified: 11/14/2005

Name of Jurisdiction: Berlin Township

County: Delaware

Name/ Property Identification	Date Project Certified	Percent of Exemption	Term of Exemption	Total Project Investment	Total Investment Eligible for Exemption	Job to be Created	Annual Payroll	Current Status
Piranhas Grill	7/5/06	56%	10 yrs.	\$165,500	\$106,500	8.5 FTE	\$288,500	Continue
Vote on Motion		Mr. Thompson	Aye	Mr. O'Brien	Absent	Mr. Hanks	Aye	

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RESOLUTION NO. 09-590

IN THE MATTER OF ACCEPTING THE REPORT OF LIBERTY TOWNSHIP COMMUNITY REINVESTMENT AREA TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE COMMUNITY REINVESTMENT AREA (CRA) PROGRAM/ENTERPRISE ZONE FOR PROGRAM YEAR 2008 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS:

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

Whereas, the Director of the Economic Development Department recommends approval of the following report and recommendations for the Liberty Township Community Reinvestment Area;

Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following resolution, report and recommendations for the Liberty Township Community Reinvestment Area:

RESOLUTION

WHEREAS, the Delaware County Commissioners, with the consent of Liberty Township Trustees, have designated areas of the Township as a CRA and Enterprise Zone, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code Sections 3735.65 through 3735.70 and Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the Delaware County CRA/ Enterprise Zone in Liberty Township is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Area; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) met on March 11, 2009, and reviewed the status of each active CRA/Enterprise Zone Projects and Agreements and made certain recommendations concerning action to either continue, modify, or terminate said Agreements and the CRA; and

WHEREAS, the Liberty Township and Delaware County are required under Ohio Revised Code Section 3735.672 to submit an annual report regarding the status of each CRA/Enterprise Agreement, the results of each project during Program Year 2008, and the recommendations of the TIRC, by March 31, 2009, to the Director of the Ohio Department of Development.

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 review and recommendations made by the TIRC on March 11, 2009, respectively, as summarized on the following Program Year 2008 CRA/Enterprise Program Summary report for the Liberty Townships be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 3735.672 and Section 5709.68. .

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

**Ohio Community Reinvestment Area (CRA) Program
2008 CRA Status Report**

CRA Number: 041-05788-01/041-01135-01

Date Certified: 11/14/2005

Name of Jurisdiction: Liberty Township

County: Delaware

Name/ Property Identification	Date Project Certified	Percent of Exemption	Term of Exemption	Total Project Investment	Job to be Created	Annual Payroll	Current Status
Citigroup	11/14/05	90%	15 yrs.	\$485,000,000	55 FTE	\$2,800,000	Continue
State Auto	06/12/08	75%	10 yrs.	\$ 14,400,000	10 FTE	\$ 450,000	Continue

Liberty Township Tax Incentive Review Council Report – Summary

Enterprise Zone Program Year – 2008

<u>Investment</u>	Real	Real Property	% of	Pers.	Pers.	% of
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<u>Project</u>	<u>Property</u>	<u>Invest.</u>	<u>Goal</u>	<u>Property</u>	<u>Property</u>	<u>Goal</u>
	<u>Invest. Goal</u>	<u>Results</u>	<u>Achieved</u>	<u>Investment</u>	<u>Invest.</u>	<u>Achieved</u>
Citicorp	\$160,000,000	\$166,104,379	103.82%	\$325,000,000	\$370,452,790	113.99%

<u>Investment</u>	<u>Total Property</u>	<u>Total Property</u>	<u>% of Goal</u>
<u>Project</u>	<u>Invest. Goal</u>	<u>Invest. Results</u>	<u>Achieved</u>
Citicorp	\$485,000,000	\$536,557,169	110.63%

<u>Job & Payroll Creation</u>	<u>Date of</u>	<u>End of</u>	<u>Job</u>	<u>Job</u>	<u>% of Goal</u>
<u>Project</u>	<u>Agreement</u>	<u>Abatement</u>	<u>Creation</u>	<u>Creation</u>	<u>Achieved</u>
			<u>Goal</u>	<u>Results</u>	
Citicorp	7/26/06	12/31/2025	55	61	110.91%

<u>Job & Payroll Creation</u>	<u>New Payroll</u>	<u>New Payroll</u>	<u>% of Goal</u>	<u>TIRC</u>
<u>Project</u>	<u>Goal</u>	<u>Results</u>	<u>Achieved</u>	<u>Action</u>
Citicorp	\$2,800,000	\$1,860,882	66.46%	Continue

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

RESOLUTION NO. 09-591

IN THE MATTER OF ACCEPTING THE REPORT OF LIBERTY/BERLIN TOWNSHIPS COMMUNITY REINVESTMENT AREA TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE CRA PROGRAM FOR PROGRAM YEAR 2008 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE CRA:

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

Whereas, the Director of the Economic Development Department recommends approval of the following report and recommendations for the Liberty/Berlin Township Community Reinvestment Area;

Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following resolution, report and recommendations for the Liberty/Berlin Township Community Reinvestment Area:

RESOLUTION

WHEREAS, the Delaware County Commissioners, with the consent of Liberty/Berlin Township Trustees, have designated areas of the Townships as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code Sections 3735.65 through 3735.70, inclusive; and

WHEREAS, the purpose of the Delaware County CRA's in Liberty/Berlin Townships is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Areas; and

WHEREAS, the maintenance of existing and construction of new commercial and industrial structures in these areas would serve to encourage economic stability, maintain real property values, and generate employment opportunities; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) for the CRA met on March 11, 2009, and reviewed the status of the active CRA Project and Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements and the CRA; and

WHEREAS, the Liberty/Berlin Townships and Delaware County are required under Ohio Revised Code Section 3735.672 to submit an annual report regarding the status of each CRA Agreement, the results of each project during CRA Program Year 2008, and the recommendations of the TIRC, by March 31, 2009, to the Director of the Ohio Department of Development.

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 review and recommendations made by the TIRC on March 11, 2009, respectively, as summarized on the following Program Year 2008 CRA Program Summary report for the Liberty/Berlin Townships be accepted and that this report, and all other information required by the State of Ohio, be

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forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 3735.672.

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

**Ohio Community Reinvestment Area (CRA) Program
2008 CRA Status Report**

CRA Number: 041-01135-01 **Date Certified:** 10/17/2005
Name of Jurisdiction: Liberty/Berlin Townships **County:** Delaware

Name/ Property Identification	Date Project Certified	Percent of Exemption	Term of Exemption	Total Project Investment	Total Investment Eligible for Exemption	Job to be Created	Annual Payroll	Current Status
P & D Builders	10/17/05	40%	10 yrs.	\$2,000,000	\$2,000,000	14.5 FTE	\$736,684	Continue
Vote on Motion		Mr. Thompson	Aye	Mr. O'Brien	Abstain	Mr. Hanks	Aye	

RESOLUTION NO. 09-592

7:00 PM - PUBLIC HEARING FOR CONSIDERATION OF THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DITCH PETITION FILED BY JAMES E. RATHSACK AND OTHERS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to open the hearing at 7:02PM.

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

RESOLUTION NO. 09-593

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 09-594

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DITCH PETITION FILED BY JAMES E. RATHSACK AND OTHERS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to close the hearing at 8:55PM.

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

RESOLUTION NO. 09-595

IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DITCH PETITION FILED BY JAMES E. RATHSACK AND OTHERS:

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

Whereas, on January 22, 2009, a Ditch Petition for The Peachblow Road and Conner Lane (Midway Gardens) Watershed Ditch was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Thursday the 26th day of March, 2009, conducted a view of the proposed improvements; and

Whereas, the Board on Monday the 18th day of May, 2009, held a public hearing to determine if the action is

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necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Peachblow Road and Conner Lane (Midway Gardens) Watershed Ditch; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Peachblow Road and Conner Lane (Midway Gardens) Watershed Ditch. The Board hereby fixes May 18, 2011 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DITCH PROJECT **40311433**.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

RESOLUTION NO. 09-596

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR MOTOR AND GAS:

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

Supplemental Appropriations		Amount
29240001-5301	Motor & Gas/Professional Services	325,000.00
29240001-5361	Motor & Gas/Attorney Fees	300,000.00
29240001-5365	Motor & Gas/Grant Related	200,000.00
29240001-5401	Motor & Gas/Land Purchases	100,000.00
29240001-5420	Motor & Gas/Road Construction	500,000.00

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

RESOLUTION NO. 09-598

IN THE MATTER OF REMOVING FROM CONSIDERATION THE 911 DISPATCHING TRANSFER OF FUNDS LINE, ORIGINALLY PRESENTED IN RESOLUTION 09-597, WITH THE INTENTION OF PLACING THE TRANSFER ON THE THURSDAY MAY 21, 2009 COMMISSIONERS' SESSION FOR CONSIDERATION:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to remove from consideration the following 911 dispatching transfer of funds line, originally presented in Resolution 09-597, To The Thursday May 21, 2009 Commissioners' Session For Consideration:

Transfer of Funds

From	To	
10011304-5801	50111117-4601	
911 Dispatching/Transfers	Bond Retirement/Interfund Revenue	\$ 109,396.88

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

RESOLUTION NO. 09-597

IN THE MATTER OF APPROVING AS AMENDED THE TRANSFER OF FUNDS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following transfers as amended with resolution 09-598:

Transfer of Funds

From	To	
10031303-5801 Sheriff Jail/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	\$ 55,498.13
10011102-5801 Commissioners General/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	\$ 372,532.17
10011110-5801 Human Services/Transfers	22511607-4601 Children's Services/Interfund Revenue	\$ 525,040.00
66611904-5801 URF ACWRF/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	\$ 2,499,182.50
66611903-5801 URF OECC/Transfers	50111117-4601 Bond Retirement/Interfund Revenue	\$ 1,753,563.76
66611904-5801 URF ACWRF/Transfers	66311901-4601 Bond Service/Interfund Revenue	\$ 576,216.88
66611903-5801 URF OECC/Transfers	66311901-4601 Bond Service/Interfund Revenue	\$ 310,270.62

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

COMMISSIONERS' COMMITTEES REPORTS

Refer to CD minutes for entire record

Commissioner O'Brien-no comments

Commissioner Hanks

- introduced resolution 09-599
- Arts Festival had a good weekend

Commissioner Thompson

- will be a member of the US Census first count committee
- Stone Ridge Lane letter
- will be attending the 911 board meeting

RESOLUTION NO. 09-599

IN THE MATTER OF APPROVING CHANGES TO RESOLUTION 09-519 FROM MAY 4, 2009:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following changes to resolution 09-519:

Whereas, in keeping with the spirit and intentions of 09-519 Commissioner Hanks recommends that section 3 be changed from:

3. The Board authorizes the County Administrator to work with each of the county offices and departments to prepare a list of additional cuts up to 3% with possible lay-offs by position and the calculated cost of such layoff before July 6, 2009.

To:

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3. The Board authorizes the County Administrator to work with each of the county offices and departments to prepare a list of additional cuts up to 3% with possible lay-offs by position and the calculated cost of such layoff before July 20, 2009.

And:

Whereas, in keeping with the spirit and intentions of 09-519 Commissioner Hanks recommends that section 4 be changed from:

4. The Board authorizes the County Administrator to work with each of the county offices and departments to prepare a financial plan based on needs and the priorities of each of the offices and departments for discussion by the Board of Commissioners before July 6, 2009.

To:

4. The Board authorizes the County Administrator to work with each of the county offices and departments to prepare a financial plan based on needs and the priorities of each of the offices and departments for discussion by the Board of Commissioners before July 20, 2009.

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

RESOLUTION NO. 09-600

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. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 9:23PM.

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

RESOLUTION NO. 09-601

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn out of Executive Session at 9:43PM.

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

RESOLUTION NO. 09-602

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn the meeting.

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

Todd Hanks

Ken O'Brien

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Tommy Thompson

Letha George, Clerk to the Commissioners