

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 24, 2010

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

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

RESOLUTION NO. 10-824

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 21, 2010:

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 June 21, 2010; 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. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT
(Refer To Cd Minutes For Entire Record)

Ben Lehner With B And K Leher Excavating
-Concerns About The Selection Process On The Bid Awards For The Demolition Of Properties Under The Neighborhood Stabilization Program (NSP) (Refer To Resolution NO. 10-832)

RESOLUTION NO. 10-825

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0623, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0623 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0623:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0623, memo transfers in batch numbers MTAPR0623, Procurement Card Payments in batch number PCAPR0623 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO Decrease			
UMCH	Residential Treatment	22511607-5342	\$ 12,500.00
Tri State	Residential Treatment	22511607-5342	\$ 40,000.00
Adriel School	Residential Treatment	22511607-5342	\$ 9,500.00
Maryhaven	Residential Treatment	22511607-5342	\$ 4,000.00
PO' Increase			
Road Master Drivers School	JFS Training/Tuition Program	22311614-5348	\$ 8,800.00
Becker Professional	Tuition South Campus Clients	22311614-5348	\$ 8,000.00
Beems	Vehicle Gasoline	10011106-5228	\$55,000.00
Advantage	Residential Treatment	22511607-5342	\$ 5,000.00
Fairfield	Residential Treatment	22511607-5342	\$42,000.00
Advantage	Residential Treatment	22511607-5342	\$60,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1004818	KARDEX SYSTEMS INC	KARDEX SYSTEM	41411435 - 5410	\$12,845.00	0001
R1004881	TREASURER, DELAWARE COUNTY	RETAINAGE	23811001 - 5301	\$40,000.00	0001
R1004884	YINGER CONSTRUCTION INC	SEPTAGE HAULING FOR CHESHIRE ELEMENTARY SEWER	66711905 - 5415	\$7,200.00	0001

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R1004911	ESTATE OF DOROTHY LOIS JONES	EASEMENT FOR CHESHIRE ELEMENTARY SEWER PROJECT	66711905 - 5401	\$38,100.00	0001
R1004947	COUNTY RISK SHARING AUTHORITY	2010 CORSA PROGRAM COVERAGE RENEWAL	60111901 - 5370	\$365,681.00	0001

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

RESOLUTION NO. 10-826

IN THE MATTER OF APPROVING PURCHASE ORDER FOR ECONOMIC DEVELOPMENT DEPARTMENT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1004940	INTERNATIONAL ECONOMIC DEVMT COUNCIL	GUS COMSTOCK ATTEND	21011113 - 5305	\$695.00	0001

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

RESOLUTION NO. 10-827

IN THE MATTER OF APPROVING PURCHASE ORDER REQUEST FOR BUCKEYE RANCH:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO Decrease Buckeye Ranch	Residential Treatment	22511607-5342	\$ 3,000.00

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Abstain

RESOLUTION NO. 10-828

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant # 2010VAGENE21-445
Source: VOCA- Ohio Attorney General
Grant Period: October 1, 2010 - September 30, 2011

Federal Grant Request Amount: \$58,515.00
Local Match: \$19,505.00
Total VOCA Grant Amount: \$78,020.00

Grant # 2010SAGENE445
Source: SVAA-Ohio Attorney General
Grant Period: October 1, 2010 - September 30, 2011

State Grant Request Amount: \$2,106.00
Local Match: \$ 0.00
Total SVAA Grant Amount: \$2,106.00

Total Grant Amount: \$80,126.00

The renewal grant would allow for us to continue to employ our victim services assistant. The new funds would allow us to continue employing a Civil Protection Order Specialist which is a necessary position for the Victim Services Unit.

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

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RESOLUTION NO. 10-829

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE 2010-2011
VOCA/SVAA GRANT FOR THE JUVENILE COURT CASA PROGRAM:**

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

Grant 21-474 CASA	
VOCA 2011VACHAE474	\$ 53,547.00
SVAA 2011SACHAE474	6,120.00
County Match	<u>17,781.00</u>
Total	\$ 71,328.00

This grant request includes 2.0 FTE, and will pay for the CASA Director and an assistant case manager. This grant application is an increase from 2009-2010 grant adding the case manger position. If funding is received for this additional position, the CASA program would become compliant with the National CASA standards for ration of staff to volunteers.

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

RESOLUTION NO. 10-830

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE 2010-2011
VOCA/SVAA GRANT FOR THE JUVENILE COURT VICTIM SERVICES PROGRAM:**

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

Grant 21-035 Victims	
VOCA 2011VACHAE035	\$39,124.00
SVAA 2011 SACHAE035	29,767.00
County Match	<u>11,749.00</u>
Total	\$80,640.00

This grant request includes funding for 2.0 FTE, and will pay the Victim Services Coordinator and an assistant case manager. This grant application is an increase from 2009-2010 grant and if awarded will fund the Victim Service Coordinator form 70 hours biweekly to 80 hours.

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

RESOLUTION NO. 10-831

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY
COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
JOBS FOR OHIO'S FOR GRADUATES FOR THE TANF SUBSIDIZED SUMMER EMPLOYMENT
PROGRAM FOR YOUTH 2010 :**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract:

**DELAWARE COUNTY
TANF SUBSIDIZED SUMMER EMPLOYMENT PROGRAM FOR YOUTH 2010
SUBGRANT AGREEMENT
BETWEEN
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
JOBS FOR OHIO'S GRADUATES**

RECITALS:

This Subgrant Agreement is entered into between the Delaware County (hereinafter referred to as "Grantor") and the Jobs For Ohio's Graduates (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of TANF American Recovery & Reinvestment (ARRA) CFDA #93.558 for the TANF Subsidized

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Summer Employment Program for Youth 2010

DEFINITIONS:

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. "Grantor" means the Delaware County Department of Job and Family Services
- B. "Subgrantee" means the JOBS for Ohio's Graduates.
- C. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local 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 federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Delaware County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local 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

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 Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Perform responsibilities defined in Appendix I limited to funds available defined in Appendix II and incorporation of forms defined in Appendix III.
- C. Promptly reimburse Grantor for any funds Grantor 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 Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other

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entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.

- E. Make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from June 1, 2010 through August 31, 2010 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 Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Delaware County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. This grant is in the total amount of two hundred forty five thousand six hundred thirty five dollars (\$245,635.00).
- B. Payment will be made to Grantee by Grantor within 30 calendar days of receipt of an approved invoice. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as Appendix II and shall not exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement of disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Contracts Administrator, Delaware County Job and Family Services, 140 North Sandusky Street, Delaware, Ohio 43015.

Grantor will make payment on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final," must be submitted within 10 days of the expiration date of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Delaware County Board of County Commissioners. If, at anytime, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Delaware County Board of County Commissioners fails at any time to continue funding Grantor for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Delaware County.
- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including, but not limited to:
1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;

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- 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 Funds: Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of 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, pursuant to federal law.
3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. Program Income: Program income must be used and accounted for 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 74.34 and 45 CFR 92.32, as applicable.
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 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

A.

Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws

B. Records must include sufficient detail to disclose:

- 1 Services provided to program participants;
 - 2 Administrative cost of services provided to program participants;
 - 3 Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article;
and
 - 4 Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for a period of 3 years.

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 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it 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

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send one (1) copy of the final audit report to Grantor at 140 North Sandusky Street, Delaware, Ohio 43015 within two (2) weeks of 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 Grantor's Director and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
- 2 Either party may terminate for convenience 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. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.

B.

Notwithstanding the provisions of ARTICLE VII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.

C.

If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor 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 any additional remedies listed elsewhere in this Subgrant Agreement.

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;
- 2 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;
- 3 Prepare and furnish a report to Grantor, 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
4. Perform any other tasks that Grantor requires.

Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement

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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 Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 140 North Sandusky Street, Delaware, Ohio 43015. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at 140 North Sandusky Street, Delaware, Ohio 43015

B.

Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to JOG, 4565 Columbus Pike, Delaware, Ohio, 43015

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

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article X, below, only a document signed by both parties may amend this Subgrant Agreement. Both Grantor 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.

ARTICLE X. ADDENDUM

Grantor may elect to provide information concerning this Subgrant Agreement in an addendum hereto. Any addenda to this Subgrant Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XI. SUBGRANTS

A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.

1 Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state and local law. Any award of a subgrant to another entity shall be made by means of a 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 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time 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, state and local laws, including, as applicable, 45 CFR 92.36 and 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 Subgrantee's 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 federal, state and local laws, Subgrantee must take action to recover such funding.

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5 Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XII MISCELLANEOUS PROVISIONS

A. **Limitation of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. 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 Grantor 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 Grantor to Subgrantee 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, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

**Appendix I
TANF Subsidized Summer Employment Program For Youth 2010
Statement of Work
06/01/2010 thru 08/31/2010**

Background

On April 22, 2010, the Office of Families and Children received approval for additional funds from the American Recovery and Reinvestment Act (ARRA) Temporary Assistance for Needy Families (TANF) Emergency Contingency Fund. With these funds the Office is establishing a new opportunity for county departments of job and family services to establish or enhance a TANF Subsidized Summer Employment Program for Youth.

These dollars will enable county agencies to enhance existing programs or begin new programs that enable low income TANF-eligible Ohio youth to gain valuable work experience while earning a paycheck to help meet basic needs. Summer employment programs offer the opportunity for youth to develop a work history and have a current reference from an employer.

Eligibility and Targeted Participation

The types of persons that may be served are:

- Youth ages 14-17, as long as the youth is a minor child in a needy family and is in school (youth may be 18 if they are a full time student in a secondary school) ;
- Youth ages 18-24, as long as they are in a needy family that also has a minor child; or
- Youth ages 18-24 that have a minor child and are considered needy.

The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by the state or HHS but is recommended to be income at less than 200% of the federal poverty level.

Family Assistance Letter #93 Page 3

Minor Child and Families are defined in Federal and State regulations. Minor child means an individual who: (1) Has not attained 18 years of age; or (2) Has not attained 19 years of age and is a full-time student in a secondary school (or in the equivalent level of vocational or technical training). Families are defined by federal regulation and state law as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).

Narrative

Jobs For Ohio's Graduates (SubGrantee) will serve as the program manager for the TANF Subsidized Summer Employment Program For Youth 2010 on behalf of Delaware County.

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JOG will perform the following program functions:

- ? Facilitate and sub-contract payroll administration for participating youth.
- ? Manage participant timesheet collection, verification, and web based payroll application data entry.
- ? Facilitate and encourage payroll direct deposit option for youth participants.
- ? Facilitate timely and accurate payroll payments to the selected, sub-contracted payroll services provider.
- ? Submit monthly reports to and required by the Ohio Department of Job and Family Services
- ? Maintain youth participant case files.
- ? Manage selection and matching of youth participants with work experience opportunities.
- ? Creation and distribution a Summer Works participant Employee Handbook to supplement rules and guidelines that may be present at specific work experience sites.
- ? Act as the primary liaison and point of contact for all participants and summer work experience sites.
- ? Complete Work Site Agreements with work experience sites.
- ? Provide job coaches and mentors for individual participants and work crews
- ? Facilitate and coordinate appropriate “on the job” transportation for participants to and from work experience “field” sites while on the job (specifically does not include transportation to and from the participant’s home before and after work).
- ? Assist employers and participants in resolving barriers to successful performance and outcomes.
- ? Facilitate and procure supportive services as needed consistent with program objectives
- ? Facilitate and procure supplies and equipment as needed consistent with program objectives.
- ? Provide detailed and transparent accounting and reporting of costs and expenditures.
- ? Ensure compliance with child labor law requirements. An overview of child labor requirements can be referenced at <http://www.dol.gov/dol/topic/youthlabor/>

JOG will ensure the program complies with Ohio Department of Job and Family Services Family Assistance Letters 93 and 93A, dated April 23, 2010 and May 18, 2010 respectively which define the key features for the program.

Appendix III defines forms that should accompany invoices submitted to GRANTOR.

JOG Delaware will maintain appropriate documentation available for monitoring invoice content and program effectiveness to include but not limited to the following:

- ? Detailed calculations of invoice line item content
- ? Payroll reconciliation documentation
- ? Copies of receipts for all reimbursable costs
- ? Participant work experience attendance and performance documentation
- ? Work site agreements

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

RESOLUTION NO. 10-832

IN THE MATTER OF APPROVING THE NOTICE OF AWARD FOR THE DEMOLITION OF PROPERTIES UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP):

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

WHEREAS, Delaware County and the City of Delaware received a total of NSP funds in the amount of \$1,136,655, which includes \$113,600 for administration, and

WHEREAS, Delaware County will receive \$250,000 to \$290,000 of the NSP funds to help stabilize neighborhoods and impede the decline in vacant and foreclosed homes, and

WHEREAS, the project was bid out in three separate groups and bids were received June 21, 2010; and

WHEREAS, the Ohio Regional Development Corporation, has reviewed the bids received, and has determined that the bid for Group A submitted by B & B Wrecking, in the amount of \$75,200.00 or \$65,700.00 (without the barn) is the lowest and best bid for Group A ; and

WHEREAS, the Ohio Regional Development Corporation, has reviewed the bids received, and has determined that the bid for Group B submitted by B & K Lehner Excavating, in the amount of \$54,716.00 is the lowest and best bid for Group B; and

WHEREAS, the Ohio Regional Development Corporation, has reviewed the bids received, and has determined that the bid for Group C submitted by Bauman Enterprises, in the amount of \$50,800.00 is the lowest and best bid for Group C; and

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WHEREAS, Ohio Regional Development has determined that the three companies are qualified and able to perform the demolitions of properties.

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

Section 1. The Board of Commissioners approves the Notice of Award to B & B Wrecking in the amount of \$75,200.00 or \$65,700.00 (without the barn) for Group A.

Section 2. The Board of Commissioners approves the Notice of Award to B & K Lehner Excavating in the amount of \$54,716.00 for Group B.

Section 2. The Board of Commissioners approves the Notice of Award to Bauman Enterprises in the amount of \$50,800.00 for Group C.

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

**COMMISSIONERS' COMMITTEES REPORTS
(Refer To Cd Minutes For Entire Record)**

Commissioner O'Brien

- Attended And Participated In A Community Action Organization Meeting; Salaries Were Discussed
- 911 Administrative Meeting; Discussions On Potential Of Levy (Per Question From Mr. Hanks-Delaware City Increasing Income Tax For EMS Services Was Not Mentioned)
- Attend Meeting With Chief Farmer, Deb Martin And Representative s From Genoa Twp And Brown Twp On Providing Effective EMS Services
- Central Ohio Youth Center; Talking About Having A Construction Manager (With A Cap); Medical Reimbursements

Commissioner Hanks

- Excell Is Moving Out Of Delaware County; Owner Of Building Is Looking For A New Business
- Ohio Mulch Maybe Moving

Commissioner Thompson

- Board of Revision Meetings

Administrator Debbie Martin and JFS Director Mona Reilly

- Job And Family Services Working On Gathering Information On A National Association Of County Commissioners Discount Prescription Drug Program Available To Assist All Residents Of Delaware County Regardless Of Income
- A Commissioner Attending Social Service Committees For Job And Family Services

RESOLUTION NO. 10-833

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 PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 9:48AM.

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

RESOLUTION NO. 10-834

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 10:24AM.

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

RESOLUTION NO. 10-835

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners