

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made this ____ day of _____, 2015, by and between the Board of County Commissioners of Butler County, Ohio (the "County") and the Board of Directors of the Butler County, Ohio Land Reutilization Corporation (the "Land Bank").

WHEREAS, the County has by adoption of its resolution elected to adopt and implement the procedures set forth in R.C. §§5722.02 to 5722.15 to facilitate the effective reutilization of nonproductive land situated within Butler County; and

WHEREAS, the Land Bank is a county land reutilization corporation incorporated pursuant to R.C. Chapter 1724; and

WHEREAS, pursuant to R.C. §307.07 the County may appropriate and expend county moneys to provide for the establishment and operation of a program of economic development, including in support of a county land reutilization corporation organized under Chapter 1724 of the Ohio Revised Code; and

WHEREAS, pursuant to R.C. §307.07, the County and the Land Bank are each authorized to enter into an agreement whereby the County agrees to provide employees and other services to the corporation; and

WHEREAS, pursuant to R.C. §307.07, the County has determined that the Land Bank and all of its authorized functions will assist and enhance the County's program of economic development; and

WHEREAS, the County is willing to direct the County Administrator to assign one or more County employees to provide services to the Land Bank.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. The County Administrator shall assign functions and tasks to the following County employees as the Administrator determines necessary to support the operations and authorized purposes of the Land Bank:
 - a. The Director of the County Development Department and any subordinates designated by the Development Director will provide necessary management, administration, and oversight services, including but not limited to:
 - i. Attending meetings of the Land Bank's Board of Directors (the "Board");
 - ii. Providing reports and information to the Board as necessary to support Land Bank functions and duties of the Board;
 - iii. Receive and respond in a timely manner to persons or entities inquiring about the use or services of any Land Bank property or acquisitions;
 - iv. Support and cooperate in the development of any project approved by the Board, including assisting with matters relating to acquisition, demolition, or redevelopment;
 - v. Such other functions, tasks, and responsibilities as requested by the Board and approved by the County Administrator.

- b. The Director of the County Information Services Department and any necessary subordinates will provide necessary information technology management, administration, oversight services, and any other authorized services.
2. The Land Bank shall provide County employees designated pursuant to this MOU with the necessary access to the Land Bank's records, information, office space, and personal property as needed to perform the functions, tasks, and responsibilities assigned to such employees pursuant to this MOU.
3. Subject to the supervision, direction, and control of the Board and the County Administrator, County employees designated pursuant to this MOU shall have the same authority to act on behalf of the Land Bank as would a person employed by the Land Bank pursuant to R.C. Chapter 1724.
4. Notwithstanding the authority granted in paragraph 3 above, the County employees who provide services to the Land Bank pursuant to this MOU shall not be considered an employee of the Land Bank during the provision of services, but shall remain an employee of the County for all purposes, including the provisions of R.C. Chapter 2744,. Except as may be otherwise expressly agreed between the parties, the County shall retain sole financial responsibility for the costs associated with the designated County employees.
 - a. Assigned functions and tasks for the benefit of the Land Bank's operations and authorized purposes shall be considered to be a part of the relevant employee's official duties as a county employee.
 - b. The compensation fixed by the County for such employees shall constitute the sole compensation due to each designated employee for the services performed for the benefit of the Land Bank's operations and authorized purposes. County shall be responsible for each designated employee's coverage under:
 - i. Health insurance and any other group insurance as provided for County employees pursuant to R.C. §305.171;
 - ii. The Ohio Public Employees Retirement System ("OPERS");
 - iii. Ohio Workers Compensation and Unemployment Compensation;
 - iv. Any other benefit program provided or available to County employees.
5. Nothing contained in this MOU shall constitute, or be construed as, a guarantee or assumption by the County of any obligation of the Land Bank. No person or entity shall be entitled or deemed to be a third-party beneficiary of this MOU, or to otherwise obtain or have any interest any services, money, or property described herein.

IN WITNESS WHEREOF, the Board of County Commissioners of Butler County by its resolution No. _____, adopted _____, and the Board of Directors of the Butler County Land Reutilization Corporation by its Resolution No. _____, adopted _____, have each approved the foregoing Memorandum of Understanding and authorized its execution by its duly authorized representative(s).

**Board of County Commissioners of
Butler County**

By _____
Donald Dixon, President

By _____
T.C. Rogers, Vice-President

By _____
Cindy Carpenter, Commissioner

Approved as to Form Only:

Assistant Prosecuting Attorney
Date

**Board of Directors of the Butler County
Land Reutilization Corporation**

By _____

By _____

Approved as to Form Only:

Legal Counsel
Date