

DELAWARE COUNTY
INTERACTIVE GAMING REVENUE AUTHORITY (DCIGRA)

Minutes of meeting on 2023 January 19.

Present: Board members Paul Johnson, Stefan Roots, and Ron Evans.

Excused: Board members Frances Sheehan and Vincent Rongione.

Also in attendance was Solicitor Frank Daly.

Call to order: Paul called the meeting to order at 2:02 pm.

We said the Pledge of Allegiance.

The previously proposed agenda was approved unanimously.

There were no comments from the public.

The minutes of the December meeting were approved with no amendments.

Treasurer's Report:

- Stefan presented the Treasurer's Report, noting that the opening balance as of the start of the prior month was \$126,553.86 and the closing balance as of December 31 was \$99,008.94. Interest earned was \$4.75. Total checks paid was \$27,549.67. There was an outstanding check for \$253.46. We received no quarterly gaming funds allotment in December. The bank balance as of 1/18 was \$81,912.44. We approved the Treasurer's report unanimously.
- We unanimously approved a motion for the payment of a Daily Times invoice of \$130.99 for advertisement of 2023 DCIGRA meeting dates.
- We unanimously approved a motion for the payment of a Frank Daly invoice of \$1,750 for 4th Quarter 2022 solicitor services.
- We unanimously approved a motion to reimburse the treasurer \$501 for payment of web site services via his credit card for December and January invoices of \$150 each and annual hosting invoice of \$201.

Reorganization:

- Election of Officers (chaired by Solicitor Frank Daly)
 - Paul Johnson was re-elected as Chairperson with Stefan and Ron voting yes, and Paul abstaining.
 - Frances Sheehan was re-elected as Vice Chair unanimously.
 - Stefan Roots was re-elected as Treasurer unanimously.
 - Ron Evans was re-elected as Secretary unanimously.
- Appointment of contractors (Chairperson Paul resumed chairing the remainder of the meeting)
 - We unanimously approved a motion to reappoint Daly Law Firm as Solicitor.
 - We unanimously approved a motion to reappoint Barbacane Thornton as auditor.

- We unanimously approved a motion to renew our contract with CourseVector for web services.

Solicitor's Report:

- Frank said he will forward the email from the state regarding our fourth quarter 2022 allocation when he receives it, which will probably be soon.

Old Business:

- The following three motions are for the 2022 Arts & Culture fund. Grants previously approved sum to \$74,336. Thus we are approaching the \$80,000 limit.
 - We unanimously approved a motion for a \$2,500 grant for Chester Housing Initiatives, Inc. (subject to County Council approval)
 - We unanimously approved a motion to increase the Arts & Culture Fund from \$80,000 to \$82,936.
 - We unanimously approved a motion for a \$6,100 grant for Musicopia (subject to County Council approval)
- We approved a motion for a \$5,000 grant to Greater Philadelphia Cultural Alliance to promote Delco Arts Week 2023 (subject to County Council approval). This grant is independent of the Arts and Culture fund since that fund is exhausted with the above motions. Stefan and Ron voted yes, and Paul voted no.
- The following two motions are for 2022 Emergency Services fund.
 - We unanimously approved a motion for a \$1,680.00 grant for Prospect Park Fire Company No. 1 (subject to County Council approval).
 - We unanimously approved a motion for a \$11,638.90 grant to Salvation Army specifically to support Delaware County Mobile Canteen Unit (subject to County Council approval).
- We unanimously approved a motion to establish NextGeneration grant for up to \$100,000. We will discuss the advertising of it at our next meeting.

New Business

- We unanimously approved a motion to require new grantees to sign a form that the granted funds will be used as intended. The form approved is included as an appendix to these minutes.

Public comments: There were no comments or questions from the public.

Authority member comments: Stefan said that the 2022 audit has been initiated and, separately, that we are looking into paying Course Vector semiannually instead of monthly to avoid being late in making payments.

Adjournment: The board adjourned the meeting at 2:56 pm.

Respectfully submitted,

Ron Evans

Ron Evans, Secretary

Appendix:

GRANT AGREEMENT

_____, 20__

[Grantee]
[Address]
Attention: _____

Dear _____:

I am pleased to inform you that the _____ (“Grantee”) has been awarded a grant by the Delaware County Interactive Gaming Revenue Authority (the “AUTHORITY”) in the amount of \$_____. This grant was approved by County Council of the County of Delaware, Pennsylvania (the “County”) on _____, 20__.

This Grant Agreement (“Agreement”) with the AUTHORITY outlines the terms and conditions of this grant. Please read all the terms and conditions carefully, sign and return a signed copy of this Agreement. Grant funds will not be distributed until after the AUTHORITY receives back this signed Agreement.

This grant is conditioned upon compliance with the following terms:

1. Grantee will apply Grant Funds as further described on Exhibit A. All Grant funds will be applied to further Grantee’s purpose as a public charity under Section 501(c)(3) of the Internal Revenue Code or as a Governmental Agency or as an affiliate thereof.
2. Grantee may not assign or delegate any of its rights or obligations under this Agreement without prior written approval by the AUTHORITY. This Agreement may be amended only by a written instrument signed by both parties.
3. Grantee agrees upon reasonable request to produce additional information or documentation to the AUTHORITY for the purpose of financial audits, verifications or program evaluations the AUTHORITY deems necessary or appropriate concerning this grant.
4. The AUTHORITY reserves the right to discontinue, modify or withhold payment to be made hereunder or to require total or partial refund of any grant funds if, in its sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this Agreement; (2) to comply with the requirements of any law or regulation applicable to the AUTHORITY or this Agreement; or (3) Grantee fails to maintain its status as a public charity under Section 501(c)(3) of the Internal Revenue Code or as a Governmental Agency or as an affiliate thereof.

5. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either party.

6. Grantee shall indemnify and hold harmless the AUTHORITY, its members, the County, its Council, officials, officers, employees, agents and successors and assigns from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) arising from or in connection with the Grant.

7. Grantee shall, at its sole cost and expense, procure and maintain insurance in amounts reasonable and customary for the services it provides.

8. The undersigned is a duly authorized officer of Grantee and that as such, is authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions hereof, and to execute and deliver this Agreement on behalf of the Grantee.

PENNSYLVANIA

COUNTY OF DELAWARE,

By: _____
Chair, Delaware County Interactive Gaming
Revenue Authority

Attested:

Secretary, Delaware County Interactive
Gaming Revenue Authority

ACCEPTED AND AGREED BY:

[GRANTEE]

Name:

Title:

Exhibit A

Grant Plan