

Ayers Ratliff, Chair
Mike Neff, Member
Kai Meade, Member

Marion City Council
Jobs & Economic Development
March 9, 2020 at 6:45 PM

Roll Call

Minutes

New Business:

Item 1. Regional Planning request for discussion: Application for a joint City & County CHIP (home repair) grant (CDBG)

Items not on the agenda

JOBS & ECONOMIC DEVELOPMENT COMMITTEE

Date of Meeting: January 6, 2020
Place of Meeting: Marion City Hall

Chairman Ratliff called the meeting to order at 7:19 PM.

ROLL CALL:

Present -- Ratliff, Neff, Meade

MINUTES:

Meade made a motion to approve; Neff 2nd. Roll Call: Ayes – Ratliff, Neff, Meade;
Nays -- none

MINTUES OF 10/14/2019 APPROVED (3-0)

OLD BUSINESS: NONE

NEW BUSINESS:

Item 1. ORDINANCE RE-DECLARING THE CITY OF MARION'S SUPPORT FOR CAN DO! IN ORDER TO CONTINUE THE ECONOMIC PROSPERITY OF THE GREATER MARION AREA, AND DECLARING AN EMERGENCY

Gus Comstock, Marion CANDO, presented the Marion CANDO! Annual Report. Ratliff explained that legislation to support the organization is necessary to allow funding to CANDO. Money is already budgeted, it just needs this piece of legislation to start 2020 funding.

Ratliff will be reinstating a quarterly report requirement.

Neff made a motion to recommend to council; Meade 2nd. Roll Call: Ayes – Ratliff, Neff, Meade. Nays -- none

LEGISLATION RECOMMENDED TO COUNCIL (3-0)

Item 2. ORDINANCE RE-DECLARING THE CITY OF MARION'S SUPPORT FOR DOWNTOWN MARION, INC., INCLUDING BUT NOT LIMITED TO FINANCIAL SUPPORT IN ORDER TO CONTINUE THE COMMUNITY'S EFFORTS TO REVITALIZE THE DOWNTOWN AREA, AND DECLARING AN EMERGENCY

Beth Meadows, Downtown Marion Inc., presented a report from Downtown Marion Inc. Ratliff explained that legislation to support the organization is necessary to allow funding to Downtown Marion Inc. Money is already budgeted, it just needs this piece of legislation to start 2020 funding.

Meade made a motion to recommend to council; Neff 2nd. Roll Call: Ayes – Ratliff, Neff, Meade. Nays -- none

LEGISLATION RECOMMENDED TO COUNCIL (3-0)

OTHER BUSINESS:

With no further business to come before this Committee, Ratliff adjourned the meeting at 7:28 PM.

Chairman Ratliff

Clerk of Council

Partnership Agreement
Between
Marion County and the City of Marion

for the Application and Administration of the PY 2020 Community Housing Impact and Preservation Program.
(CHIP)

THIS AGREEMENT is entered into effective the ____ day of _____, 2020 by and between Marion County (herein called the "Grantee") and the City of Marion (herein called "Partner") to undertake the Community Housing Impact and Preservation (CHIP) Program as approved by the State of Ohio, Development Services Agency, Office of Community Development (OCD).

WHEREAS, Grantee, in conjunction with the Partner, is applying for Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development(OCD) and

WHEREAS, Grantee and Partner wish to set forth the responsibilities and obligations of each in administering the grant, if funded, utilizing the State's CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds;

WHEREAS, Grantee and Partner understand this agreement is contingent on PY 2020 CHIP funding from the State of Ohio, Development Services Agency, Office Of Community Development (OCD);

WHEREAS, the Grantee has hired an administrative consultant and those services are detailed in a administrative services agreement;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out. The Grantee nor the Partner cannot terminate or withdraw from the partnership agreement while it remains in effect;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF PROJECT.

A. Activities.

The Grantee, Partner, and the administrative consultant(s) shall undertake and complete the activities as set forth in CHIP Application and the Attachment A of the CHIP Grant Agreement from OCD (herein called "Attachment A"), provided when funded by OCD. Both the Application and Attachment A provides a description of each activity including the amounts to be provided and the services to be performed. The location of the activities, and any particular identifying attributes of the activities.

PY 2020 Eligible Activities are limited to:

Rehabilitation Assistance

- Owner Rehabilitation
- Rental Rehabilitation

Repair Assistance (capped at 30% of the total grant request)

- Owner Home Repair
- Rental Home Repair

Accommodations will be made in the application to fund more expensive septic systems without jeopardizing the cost effectiveness score.

Homeownership Assistance

- Homeownership (Down Payment Assistance/Rehabilitation or Down Payment Assistance only)
- New Construction with Habitat for Humanity

Tenant-Based Rental Assistance

Administration

Fair Housing (*a required activity for all grants*)

B. National Objectives.

All activities funded with CHIP funds must meet the CHIP income eligibility requirement to benefit the low- and moderate-income persons.

The Grantee, Partner, and the administrative consultant certifies that the activity(ies) carried out under this Agreement will meet the CHIP income eligibility requirements. All client households will be certified to meet the HUD approved method 24 CFR Part 5 Annual Income (aka Section 8 Method).

II. SCOPE OF SERVICES.

A. General Administration.

The Administrative Consultant for the Grantee and Partner will be responsible for the general administration of the CHIP Program activities set forth in the CHIP Application and OCD grant agreement in a manner satisfactory to Grantee and Partner and consistent with the standards set forth in the Grantee's Policy and Procedure Manual that has been reviewed and approved by OCD.

B. Levels of Accomplishment – Goals and Performance Measures.

The Grantee and the Partner shall be responsible to accomplish the levels of performance as set forth in the CHIP Application and Attachment A and report such measures as units completed and persons or

households assisted. Partner shall also include time frames for performance to the Grantee and other information as requested.

C. Staffing.

The Grantee and the Partner shall ensure adequate and appropriate staffing to complete the budgeted activities in the CHIP Application. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Partner shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Partner and the Administrative Consultant are independent contractors, and will only be paid for services rendered per a contract.

Any changes in the Key Personnel assigned, or administering agency, or their general responsibilities under this project are subject to the prior approval of Grantee.

D. Duties of the Grantee.

- Oversight of the Partner and Administering Consultant
- Approve Policy and Procedure Manual Updates
- Approve Program amendments
- Monitor Financial Reports
- Monitor Performance Reports
- Oversight of Financial Management

Duties of the Grantee's Administering Consultant

- Grant Preparation
- Policy and Procedure Manual Updates
- Prepare and submit program amendments, as needed
- Conduct Environmental Review-Tier 1 and Release of Funds
- Conduct Environmental Review Record Tier 2 – OHPO Coordination, Floodplain Management, etc. for Projects in the County
- Public Relations/Marketing
- Perform Quality Control
- Coordinate with Local Agencies (Habitat, Metropolitan Housing Authority, Community Action, etc)
- Responsible for Contractor Certification
- Contract Management for Consultant/Subcontractors
 - Daily Project Management for Project in the County
 - Client intake/determine eligibility
 - Maintain files
 - Conduct pre-construction conferences
 - Determine appropriate client assistance level
 - Document preparation
 - Serve as liaison between contractor and homeowner
 - Perform clerical duties
 - Maintains priority ranking & waiting lists

- Oversees contractor procurement
- Overall Financial Management
 - Responsible for overall grant finances
 - Responsible for providing necessary information for preparation of drawdown requests.
 - Responsible for providing necessary information for preparation of purchase orders & contractor pay requests
 - Responsible for preparation of performance reports
- Homebuyer Education for Homeownership Projects
- Inspections and Field Construction Management
 - Verifies required RRS tests
 - Assignment/completion of duties for inspection/construction management staff
 - Perform initial inspections
 - Perform interim inspections
 - Perform final inspections
 - Prepares scope of work/specifications for bidding
 - Oversees contractor procurement
 - Conduct contractor pre-bid meeting
 - Conduct contractor negotiations for single bidders
 - Provide cost estimates
 - Prepare necessary punch lists
 - Approves change orders
 - Approves contractor payments
 - Perform lead risk assessments, or sub-contractor the risk assessments
 - Prepare lead related specifications
 - Perform lead clearance testing
- Financial Management
 - Overall grant finances
 - Responsible for preparation and submission of drawdown requests.
 - Preparation and processing of purchase orders & contractor pay requests
- Fair Housing Coordination & Trainings
 - Responsible for receiving and referring fair housing complaints/questions
 - Responsible for scheduling, publicizing and conducting public meetings benefitting from CHIP funds per HUD requirements
 - Responsible for providing printed fair housing information to all CHIP Program participants applicants as well as the required number of outside agencies/organizations for outreach
 - Responsible for providing reports detailing Fair Housing Activities
 - Responsible for coordinating, conducting and reporting required training sessions
- Post-Grant Management
 - Maintain records/prepare mortgage releases
 - Conflict resolution
 - Manage Program Income

E. Duties of the Partner

- Monitor Financial Reports
- Monitor Performance Reports

F. Performance Monitoring.

Grantee will monitor the performance of the Partner against goals and performance standards as stated above. Partner shall provide Grantee all necessary reporting information as required by OCD in the administration and review of the grant. Furthermore, the administering agencies shall complete and submit to the Grantee and Partner detailed, monthly finance reports that show current financial status and commitments of the CHIP.

III. TIME OF PERFORMANCE

The Grantee and Partner will work together to assist in the planning process for the CHIP Application. Furthermore, work together to develop the CHIP Application. The Application shall be submitted by the Administrative Consultant and/or the Grantee by the application deadline on May 20, 2020.

Activities of the Partner shall start when a grant agreement is issued by OCD to the Grantee, and the Grantee issues a notice to proceed to the Partner.

Grant Agreement Start Date:	September 1, 2020
Work Completion Date:	October 31, 2022
Final Draw Date:	November 30, 2022
Final Completion/Close Out:	December 31, 2022

Grantee and the Partner will proceed forward with the Budgeted amounts as set by the OCD Application Guidelines, Grant Ceiling amounts, also outlined in the next section IV. Budget. However, regular reviews of the Grantee and Partner's performance will be made. If the Grantee or Partner are not successful in expending the funds Budgeted for their Community in a timely manner, a revised budget will be implemented. If 80% of the party's funds are not committed by September 2021, a revised plan for immediate commitment and expenditure shall be put in place by the Grantee and the Partner.

Given the competitive nature of the grant, all Projects must be completed within the Project Period. Any Projects not completed as described may be subject to immediate recapture or reallocation.

IV. BUDGET

CHIP shall be used solely for the stated purposes set forth in this Agreement, the CHIP Application and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by OCD, evidencing the costs incurred. No interest shall be earned on any money from OCD or the Grantee. If the CHIP Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the CHIP Funds exceeds the eligible costs of the Project(s), funds would be due back to the State of Ohio, OCD. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in the Grant Agreement Attachment A, provided to the Grantee from the State of Ohio when funded. All costs incurred must be fully documented. In addition, Grantee may require additional detail budget breakdown. Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to the budget must be approved in writing by both Grantee and Partner and be in accordance with Grantee's Agreement with OCD.

Grantee and the Partner will proceed forward with the Budgeted amounts as set by the OCD Application Guidelines, Grant Ceiling amounts:

Grant Ceiling

Through a competitive application process, jurisdictions may apply for a maximum award as follows:

	MAXIMUM AWARD	
	OPTION 1	OPTION 2
County	\$300,000	\$400,000
City with a population of at least 15,000	\$250,000	\$350,000
City with a population between 5,000 and 14,999	\$200,000	\$300,000

Regardless of the number of communities in the partnership, the maximum grant request cannot exceed \$1.6 million.

CHIP Program-eligible jurisdictions are incentivized to collaborate to form a partnership. Partnership applicant jurisdictions may apply for maximum award as detailed in Option 2. Additionally, Points associated with partnership development will be awarded when scored for funding. The maximum award for each partnership cannot exceed the aggregate maximum total amount of each CHIP Program-eligible jurisdiction in the partnership as detailed in Option 2.

Jurisdictions who have eligible partnership options yet choose to apply as a single-jurisdiction applicant, must refer to option 1 for maximum grant award. Points associated with partnership development will not be awarded when scored for funding.

Counties without eligible cities, or Cities with an opt-out County or ineligible County, applicants applying as a single-jurisdiction applicant may apply for the maximum award under Option 2. Points associated with partnership development will be awarded when scored for funding.

This is a budget and projection of funding. It is NOT a guarantee of funding to the partner's eligible jurisdiction. Upon completion of the planning process, an activity budget will be approved by each partner and become an addendum to this partnership agreement.

In September 2021, if each of the partner's budgeted funds has not been committed, a "re-organization" of the uncommitted funds will take place. The uncommitted funds will be committed immediately by

whichever partner can utilize them immediately to allow for completion of the work by the PY 2020 grant milestone deadlines.

See Time of Performance for adjustments from this Budget.

Activity Budget: The Grantee and Partner will each approve their activity budget for their respective portion of the CHIP Grant. The Grantee and Partner shall approval the activity budget prior to grant application completion. Upon the approval by each, the Partnership Structure Narrative will be developed and will detail the overall grant budget. The Narrative will further detail the Grantee and Partner activity budgets and outcomes. This Narrative will be Attachment A of this Partnership Agreement.

V. PAYMENT

Grantee shall provide CHIP Funds in an amount not to exceed Budgeted amounts set forth by OCD for the sole and express purpose of undertaking the Projects specified in Attachment A for the Partner communities. This could include an addendum with the partner once final funding is allocated by OCD and will reflect the amount of work that will actually be done by the Partner. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the CHIP Funds allocated to the Partner or as amended. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified Attachment A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section Attachment A and in accordance with performance.

CHIP Funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee only. All invoices will be paid from the Grantee directly, and all financial record keeping, set-ups, and draws will be completed by the Grantee.

Payment of the CHIP Funds shall be made upon the timely submission to Grantee of a "Request for Payment and Status of Funds Report." Grantee reserves the right to suspend payments should the Partner fail to provide required reports in a timely and adequate fashion or if Partner fail to meet other terms and conditions of this Agreement.

The Partner shall keep all records required for the performance of the grant it is operating, in accordance with the CHIP guidelines. (such as CHIP inspections, write ups, client information) .

VI. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Marion County Commissioners
112 East Mansfield St; Ste 304
Marion, OH 44820
Phone# (419) 562-5876
Fax# (419) 562-3491
Commissioners@Marion-co.org

Partner

City of Marion
500 S Sandusky Ave
Marion, OH 44820
Phone# (419) 562-6767
Fax# (419) 562-4013
Mayor@CityofMarionoh.us

VII. REPORTING AND COMPLIANCE

A. Reporting Requirements

Partner shall submit to Grantee the reports as required by the OCD. All records of Partner pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506 and the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. All activities funded with HOME funds and undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 92. Additionally, all activities funded with Ohio Housing Trust Funds (OHTF) and undertaken as part of this agreement shall be maintained in accordance with ORC 174.02

B. Records, Access and Maintenance

Partner shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by Grantee, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantee with respect to any questioned costs, audit disallowance's, litigation or dispute between OCD and Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason Grantee shall require a review of the records related to the Project(s), Partner shall, at their own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

C. Inspections

At any time during normal business hours upon three (3) days prior written notice and as often as Grantee may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Partner shall make available to Grantee, for examination, and to OCD, and appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantee to audit, examine and make excerpts or transcripts from such records.

D. Audits

CHIP Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Partner must follow the guidelines provided in the Office of Community Development (OCD) Financial Management

Rules and Regulations Handbook. An audited Grantee and or Partner shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period.

E. Use of Federal Grant Funds

Partner acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to OCD for the purposes of performing the work and activities as listed in Attachment A. Partner shall fully reimburse Grantee for any cost of the Partner which is disallowed by any federal agency and which must be refunded thereto by Grantee and OCD.

F. Contractor Compliance

The Grantee will assure any contractors working with the CHIP Program will register in the partner's jurisdiction, as well as, comply with all ordinances and regulations.

VIII. SPECIAL CONDITIONS

PROGRAM INCOME: The Program Income shall be retained by the Grantee, however will be eligible to be spent in the Partner's jurisdiction, just as with this grant. Any portion recaptured from a project within the City Limits will be tracked separately as a separate line item in the County's record keeping system. Therefore, the Partner will be eligible to utilize these funds for future projects.

IX. GENERAL CONDITIONS

A. General Compliance.

Partner agree to comply with the requirements of Housing and Economic recovery Act of 2008 and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG including subpart K of these regulations, except that Partner do not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Partner also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. Adherence to State and Federal Laws, Regulations

- (1) General Partner accept full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Partner accept full responsibility for providing workers with proper safety equipment and taking all necessary precautions to guarantee the safety of workers or persons otherwise affected.

- (2) Ethics In accordance with Executive Order 2007-01S, Partner, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Partner understand that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

C. Outstanding Liabilities

Partner represent and warrant that they do not owe: (1) any delinquent taxes to the Grantee, the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

D. Falsification of Information

Partner represents and warrants that they have made no false statements to the Grantee in the process of obtaining this award of the CHIP Funds.

F. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization

If applicable, the Partner must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>

G. Equal Employment Opportunity

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

H. Prevailing Wage Rates and Labor Standards - Not applicable.

Note: Prevailing Wages are not applicable due to CHIP being a single-family dwelling program and all projects are bid separately. Multi-family dwelling are not eligible for the program.

I. Procurement

(1) Compliance Partner shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

(2) OMB Standards Unless specified otherwise within this Agreement, the Partner shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48 or 24 CFR 85.36.

(3) Travel Partner shall obtain written approval from Grantee for any travel outside the metropolitan area for which CHIP Funds are provided under this Agreement. All travel costs reimbursed with CHIP Funds shall be at the rates allowed under Partner's HUD-approved travel rules.

(4) Use and Reversion of Assets The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

(5) Subcontracts Partner will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. Partner will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations

(6) Conflict of Interest No personnel of Partner, any subcontractor of Partner, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantee in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantee determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

J. Environmental Requirements

Partner agree to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution

Control Act and the Flood Disaster Protection Act. Partner also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966 and HUD Lead-Based Paint Regulation at CFR 570.608 and 24 CFR Part 35, Subpart B.

K. Relocation

Partner agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] Partner shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Partner also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

L. Liability

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

M. Source and Availability of CHIP Funds

Partner acknowledges that the source of the CHIP Funds is the State of Ohio, CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds managed by a Grant Agreement between the Grantee and OCD. Grantee shall have the responsibility to pay all invoices. The Grantee shall not advance any funds to the Partner. Furthermore, the Grantee shall not pay the Partner with any funds, other than administration, for the CHIP projects.

N. Grantee Recognition

Partner shall insure recognition of the role of Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Partner will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

O. Termination Procedure

The Grantee, nor the Partner, may terminate or withdraw the partnership agreement while it remains in effect.

X. MISCELLANEOUS

A. Governing Law

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

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Marion County, and the parties agree that venue in such courts is appropriate.

C. Entire Agreement

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

If the Partner are not the party performing a task described above, does not implement that portion of the grant, and if the task is the responsibility of the Grantee (or their administrative consultant), the Partner will not be held responsible as it would not apply.

D. Severability

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

E. Amendments or Modifications

The parties may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

F. Pronouns

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

G. Headings

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

H. Assignment

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

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Marion County and the City of Marion for the application and Administration of the PY 2020 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2020.

GRANTEE:

Marion County Commissioners, Grantee
220 West Center Street
Marion, Ohio 43302
Phone# (740) 223-4000, Fax# (740) 223-4202

Name: _____
Andy Appelfeller, Commissioner

Date: _____

Name: _____
Kerr Murray, Commissioner

Date: _____

Name: _____
Ken Stiverson, Commissioner

Date: _____

Witness to Grantee Signatures: _____

Date: _____

Approved to Form:

Name: _____
Marion County Prosecutor

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Marion County and the City of Marion for the application and Administration of the PY 2020 Community Housing Impact and Preservation (CHIP) Program and authorized by the Partner with the authorizing legislation # _____ and dated _____, 2020.

PARTNER:

City of Marion, Partner
233 West Center Street
Marion, Ohio 43302
Phone# (740) 387-2020, Fax# (740) 387-0962

Name: _____
Scott Schertzer, Mayor

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
Marion Law Director

Date: _____

**Contract for Administrative Services for
PY2020 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Between MARION COUNTY and Ohio Regional Development Corporation**

THIS AGREEMENT, made and entered into by and between Marion County (hereinafter called the "Grantee") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

WHEREAS, The City of Marion will be the Partner and Marion County will be the Grantee of the Partnership, as per the Partnership agreement, therefore, the Consultant will provide services that cover the Partner' jurisdiction as well.

WHEREAS, the Grantee, in conjunction with the Partner, is applying for PY 2020 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development(OCD) for the purpose of addressing local housing needs;

WHEREAS, Grantee and Consultant understand this agreement is contingent on PY 2020 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, OCD Policy 15-02, 2 CFR 200.320, and the Partnership Agreement authorizes the Grantee to hire an administrative consultant, on behalf of the partnership, and those services are detailed in this contract for administrative services;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out.

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

I. SCOPE OF WORK TO BE COMPLETED BY THE CONSULTANT:

The expected product of Community Housing Impact and Preservation Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program) and the Department's HOME Program, as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

These requirements include but are not limited to the ability to:

A. Grant Application Preparation & Release:

- Prepare the Community Housing Impact and Preservation (CHIP) Program application, including all required forms, resolutions, public hearings, budgets, administration/implementation summaries, and all other requirements for meeting OCD guidelines and deadlines.
- Schedule, conduct and oversee Housing Advisory Committee (HAC) meetings and/or necessary planning process in accordance with OCD guidelines.
- Prepare a complete CHIP application for Marion County Commissioners to be submitted to the ODOD/OCD by May 20, 2020. In addition, have the application submitted to Marion County Commissioners Office prior to the deadline for review and approval.

- Complete the Environmental Review Tier-1 record for the complete project according to ODOD/OCD guidelines, as well as, necessary forms for the Release of Funds to OCD.
- Prepare any necessary Policy Manual Update.
- Once funding has been awarded, schedule, publicize, and conduct public meetings to announce the availability of funds through the program.

B. Client Application Intake, including Fair Housing:

- Develop an application process to solicit potential participants
- Assess their qualifications, their need, and their suitability to participate in the program.
- Assure compliance with all grant regulations.
- Establish a system to certify contractors to work in the Program.
- Conduct housing counseling sessions with participants.
- Conduct Fair Housing training sessions with participants.

C. Recordkeeping and Closeout:

- The Consultant shall Establish, provide and maintain a record-keeping system acceptable to the Ohio Development Service Agency, Community Services Division, Office of Community Development.
- Maintain all records for four years following the completion of the grant.
- Shall Provide, as needed, a written report detailing the status of the Grantee's projects.
- Complete all reports required by OCD.
- The Consultant shall assist with all Monitoring visits and work to provide required data for those visits.
- Handle subordination requests, and make a recommendation to the Grantee
- Following Close out of the Grant, the Consultant will assist in doing follow-ups that relate to audits, monitoring visits and client questions.

D. Rehabilitation Inspection Services:

- Establish and maintain a program oversight effort to inspect the homes to be rehabbed before work is begun, during construction, and after construction is complete, but before payments have been approved.
- Perform preliminary feasibility inspections of selected dwellings to establish rehabilitation viability.
- Schedule inspections for lead paint, plumbing, and furnaces as needed.
- Undertake a "walk-through" of the projects with selected contractors.
- Provide the County's Housing staff and officials with written specifications and cost estimates for projects
- Conduct contractor tours of proposed projects.
- Review contractor bids and submit the "lowest and best" bid recommendation on each.
- Conduct interim inspections to assure work is being properly undertaken and assist with any necessary day-to-day administration of the project, including all Lead Hazard Reduction activities, as well as assure progress payments are justified for all projects.
- Inform the County of any contractor in non-compliance with contract specification, and/or lack of good workmanship including the need to remove a contractor from project(s) if necessary, understanding that the County retains sole authority to suspend a contractor.
- Undertake clearance testing for Lead Hazard final inspection and authorize final payments on all projects
- Approve all contractor requests for payment and approve change orders
- Provide the County with copies of documentation generated by the Housing Rehabilitation Specialist in the completion of his contractual obligations.

- Be available for telephone consultation at appropriate and convenient times.
- Specialist will hold a license for Lead Risk Assessment.
- Meet as needed with homeowners, contractors and County staff to provide documentation/information for dispute resolution, if needed.
- Provide County staff with technical updates, documents, and materials relative to Rehabilitation standards.
- Provide before and after photos of the project
- Obtain contractor Liability and Workers Comp. Certificates as required.

E. FAIR HOUSING PROGRAM

The expected product of the County's Fair Housing Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program), , as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development.

The requirements include, but are not limited to, the ability to:

- Schedule, publicize and conduct public meetings in communities benefiting from Community Housing Impact and Preservation Program funds per the requirements of HUD.
- Act as the County's point of contact for Fair Housing complaints, and coordinate efforts with the appropriate regional office of the Ohio Civil Rights Commission.
- Provide printed fair housing information to all CHIP Program participants/applicants as well as the required number of outside agencies/organizations for outreach.
- Provide reports, as needed, to designated individuals or offices, detailing Fair Housing activities undertaken in and for the County.
- Coordinate, conduct and prepare documentation of required training sessions.

F. Public Liability Insurance

The Consultant shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. The Consultant shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and, the Consultant shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer's liability insurance in the amount of \$100,000. At the request of the Grantee, the Consultant will supply Certificates of Insurance detailing the above coverages prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

II. ACTIONS BY THE GRANTEE

The Grantee shall provide the Consultant with timely policy decisions as they are necessary to move forward with grant projects. The Consultant shall not be held responsible for delays resulting from the failure of the Grantee to provide timely and appropriate policy direction or decisions.

The Grantee grants the exclusive right to the Consultant to act as its agent in applying for, administering and implementing all grants from sources from whom the Consultant is currently applying for projects. This exclusive right does not include grants that other local agencies are currently applying for, or may apply for, in relation to their current programs.

III. TIME OF PERFORMANCE

The services of the Consultant will begin with the preparation of the grant application, and will terminate following the preparation of the final performance report. Post grant management will continue for four years following the completion of the grant.

Application Submission Deadline: May 20, 2020 by 11:59pm

Grant Award: September 1, 2020

Grant Work Completion Date: October 31, 2022

Final Draw Submission Date: November 30, 2022

All Funds expended: December 31, 2022.

The Consultant shall comply with OCD's new milestones timeline for commitment, expenditure and completion of funds.

IV. COMPENSATION

Administration and project soft costs shall be computed on the basis of the payment of fees schedule. Billing for the administration will be done every quarter. Soft costs will be paid on a per project basis upon the project completion. These rates include cost of operation such as employee benefits, office costs, etc.

ADMINISTRATION: 12% of the grant charged per line item

Marion County is eligible to apply for \$750,000 for PY 2020 funding, therefore allowable administration would be 12% of the grant, charged per line item equaling \$90,000. Ohio Regional Development Corporation's charge for administration would be \$85,000 of the available administration dollars. This would allow Marion County \$5,000 for administrative costs.

MARION COUNTY = \$5,000

Marion County would receive \$5,000 of the CHIP Administration to cover costs associated with the implementation of the grant. (Example would be the cost of Preparing Purchase Orders and providing office space, etc.)

OHIO REGIONAL DEVELOPMENT CORPORATION \$85,000

- **Grant Application:** The charge for application preparation is \$10,000. This figure is included in the overall administration portion of the grant. This will cover the costs associated with the entire grant application process.
- **Fair Housing:** The charge for Fair Housing for the CHIP grant would be \$3,000. This cost covers compliance for the entire grant period.
- **Environmental Review/Release of Funds:** The charge to assure compliance with the Environmental Review process and prepare the Release of Funds is \$10,000.
- **Project Walk-Away Costs:** If THE CONSULTANT is handing the full administration of the CHIP grant, project walk-away costs, if any, would be reimbursed to the grant from THE CONSULTANT's portion of the administration.
- **Project Administration:** The administration dollars of \$62,000 would be used for the general administration of grant line items. As well as post grant management, monitoring, reporting and more.

NOTE: If there should be TBRA (Tennant Based Rental Assistance), administrative costs for those services shall be reduced from the Consultant's portion of the Project administration. 10% of the Project line item would be available for the firm administering TBRA for the Grantee, and the Consultant will retain 2% of the admin for the oversight and reporting of that activity.

These above amounts are computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Director	\$115.00
Staff members	\$100.00

However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative dollars.

The CHIP Program Budget requires the applicant to identify and budget administrative costs. For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request.
- HOME Administration cannot exceed 10 percent of HOME funds.
- Administration is an eligible budget category for all housing activities.
- Charges to walk away units or when a national objective is not met, must be charged to administration.

Eligible administrative costs are costs associated with the overall CHIP Program grant. These costs may include:

- Training
- Legal fees
- Environmental review
- Citizen participation
- Bookkeeping
- Office rent
- Supplies
- Equipment and maintenance
- Other eligible administrative costs include:
 - creating and managing general program files/databases,
 - developing program policies, procedures and forms,
 - preparing program reports and written notices to occupants,
 - supervising staff with administrative duties,
 - managing agreements or third-party contracts to administer the CHIP Program,
 - counseling/referring program participants,
 - marketing programs,
 - monitoring and evaluating program performance,
 - mileage,
 - postage and
 - copies

SOFT COSTS (FKA IMPLEMENTATION)

Ohio Regional Development Corporation would charge 100% of the applicable soft cost for each project for which THE CONSULTANT provided application intake/file management and rehabilitation inspector services (50% of the soft costs respective for each service).

Rehabilitation Project (Owner & Rental) = 16% of Project Cost

Home Repair Project (Owner & Rental) = 22% of Project Cost

Homeownership= 18% of Project Cost

New Construction = \$2,000 per unit

Example:

Private Owner Rehabilitation- Project Cost = \$30,000

16% of project cost = \$4,800

The 16% Soft Costs will cover the following duties:

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all of the inspections and tests in the RRS, LBP inspections, Risk Assessments and Clearance Testing).
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- Relocation of households during the construction process.
- OHPO Clearance

Soft costs will be warranted by the rate of \$95 per hour, not to exceed the above stated percentages. The Consultant has found that with many projects in the past, more hours are put into a project than what is compensated for the project. **However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative/implementation dollars.**

PROJECT HARD COSTS

Ohio Regional Development Corporation provides the following tests for each project as part of our services. The below charges will be fees charged to the project.

1. Final Lead wipe and visual clearance for all DPA, Rental Rehab, and Owner Rehab projects 1978 and older. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
2. Final Lead wipe and visual clearance for all Home Repair projects \$5000.00 or greater and built in 1978 or prior and has any paint disturbed as a result of the programs work. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
3. Pre and Post Combustion Appliance testing for all DPA, Rental, and Owner Rehab projects that have any combustion appliances. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with an Combustion analyzer.

- Draft testing with a draft gauge.
- Forced air furnace temperature rise.
- Testing of all gas lines with a Leak Detector
- Air Conditioning Refrigerant Leak testing if applicable.

4. Pre and Post Combustion Appliance testing for all Home Repair and Emergency Repair projects where combustion appliances are replaced or appear to have safety issues. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable

V. GOVERNMENTAL REGULATIONS

The Consultant shall be bound by the various Federal and State regulations as they relate to the scope of services tendered herein. A compilation of said laws/ regulations is as follows.

VI. TERMINATION OF CONTRACT

Either party may terminate this exclusive franchise agreement at any time.

VII. INVALIDITY OF PART OF CONTRACT

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

VIII. SEGREGATED FACILITIES

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

X. COPELAND "ANTI-KICK BACK ACT"

The Consultant agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). The Consultant shall not induce, by any means, any person employed in the construction, completion or in any repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Consultant certifies that the Consultant will not request or receive any remuneration under this contract, or any bonus or commission, for the purpose of obtaining or soliciting: (1) HUD approval of applications for additional assistance; or (2) Any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation. Reasonable fees for bona fide technical, consultant, managerial services or services of a similar nature are permitted and eligible as program costs.

XIII. "SECTION 3" CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

During the performance of this contract, the Consultant agrees as follows:

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the department of Housing & Urban Development, and is subject to the requirements of Section 3 of the Housing & Urban Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts of work in with the project be awarded to business concerns, which are located in substantial part by persons residing in the area of the project.
2. The Parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing & Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of Labor issued thereunder prior to the execution of this contract. The Parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The Consultant will send to each labor organization or Representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of any regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of these regulations.

5. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part135.

XIV. CIVIL RIGHTS ACT OF 1964

Under Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

XVI. "SECTION 504" AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The Consultant (contractor) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

The Consultant (contractor) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Consultant (contractor) agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Consultant's (contractor's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Consultant (contractor) agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultants obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Consultant (contractor) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Consultant (contractor) will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more, unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts and/or transcripts.

XVIII. ADMINISTRATIVE OVERSIGHT

Kimberly Young, Clerk, will be the local government representative for providing oversight to the Ohio Regional Development Corporation. There will be detailed reports provided, as needed, from the program administrator describing the status of each program and its funds. There will be a constant flow of communication between the two agencies to insure that the grant is being implemented properly, and in a timely manner.

AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the Board of Commissioners, Marion County, OH as approved on _____, 2020.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following each signature.

ATTEST:

FOR: Marion County

Commissioner

Date

Commissioner

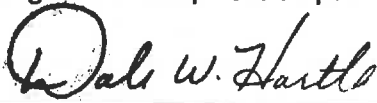
Date

Commissioner

Date

FOR: Ohio Regional Development Corporation



 2-26-20

Dale W. Hartle, President Date

COMMISSIONERS’ OFFICE, MARION COUNTY, OHIO

FEBRUARY _____, 2020

RESOLUTION # _____

AUTHORIZING THE COMMISSIONERS TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF MARION FOR 2020 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM
AND
AUTHORIZING THE SUBMISSION OF A PY 2020 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM APPLICATION WITH THE STATE OF OHIO ON BEHALF OF MARION COUNTY

_____ made the motion to adopt the following:

WHEREAS, the Grantee, in conjunction with the Partner, is applying for PY 2020 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development(OCD) for the purpose of addressing local housing needs;

WHEREAS, the City of Marion will be the Partner and Marion County will be the Grantee of the Partnership;

WHEREAS, Grantee and Partner wish to set forth the responsibilities and obligations of each in administering the grant, if funded, utilizing the State's CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds;

WHEREAS, Marion County, as the Grantee of the CHIP Application understands their authority for the entire CHIP Grant, as well as, sole responsibility for regulatory compliance and the terms of the grant agreement, if funded.

WHEREAS, Grantee and Partner understand this agreement is contingent on PY 2020 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, the Grantee will hire an administrative consultant on behalf of the partnership and those services are detailed in an administrative services agreement;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out. The Grantee nor the Partner cannot terminate or withdraw from the partnership agreement while it remains in effect;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, Marion County, Ohio:

- Section 1: The Marion County Commissioners authorize the Partnership with the City of Marion.
- Section 2: Marion County Commissioners accepts the role, responsibility and authority of being Grantee of the CHIP Application.
- Section 3: The Marion County Commissioners authorize participation, partnership, and submission of the PY 2020 Community Housing Impact and Preservation (CHIP) Program Application with the State of Ohio, Development Services Agency, and to provide all information and documentation required in said Application submission.
- Section 4: That Marion County Commissioners hereby understands and agrees that participation in said Program will require compliance with program guidelines and assurances.
- Section 5: That Marion County Commissioners hereby commits itself to provide any local share of funding, described in the Application, if necessary
- Section 6: This Resolution must accompany said Application, which must be filed with the Ohio Development Services Agency by May 20, 2020.
- Section 7: This resolution also authorizes the president and/or vice president of the board of commissioners to sign any and all documentation related to the execution of said partnership agreement and CHIP Application.

_____ seconded the above motion and the roll being called upon its adoption, the vote resulted as follows:

AYE	NAY
_____	_____
_____	_____
_____	_____

BOARD OF COMMISSIONERS
MARION COUNTY, OHIO

Clerk

