

RESOLUTION APPROVING AN AGREEMENT WITH OHIO REGIONAL DEVELOPMENT CORPORATION FOR PROFESSIONAL CONSULTANT SERVICES FOR THE LEAD SAFE OHIO GRANT PROGRAM (LSO) PY2023, PLANNING AND DEVELOPMENT

WHEREAS, the County requested that Consultants provide a Statement of Qualifications for professional planning and engineering services for the Lead Safe Ohio Grant Program (LSO); and

WHEREAS, The County selected Ohio Regional Development Corporation based upon their qualifications; and

WHEREAS, Jake Brand, Director of Planning and Development, has presented the following Agreement for the approval of this Board; to-wit:

Provider: Ohio Regional Development Corporation, 120 ½ South 4th St., Chase Bank Complex, Coshocton, OH 43812

Service: Professional assistance and technical advice in administering and implementing the Lead Safe Ohio Grant Program (LSO)

Cost: **Not To Exceed, \$56,250.00**

Term: December 1, 2023 and ends April 30, 2026

WHEREAS, The submitted agreement has been reviewed by the Board and is found to be necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the Agreement as noted above is approved in accordance with a copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-284

June 04, 2024

RESOLUTION APPROVING AN AGREEMENT WITH OHIO REGIONAL DEVELOPMENT CORPORATION FOR PROFESSIONAL CONSULTANT SERVICES FOR THE LEAD SAFE OHIO GRANT PROGRAM (LSO) PY2023, PLANNING AND DEVELOPMENT

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

**Contract for Administrative Services for
PY2023 LEAD SAFE OHIO ALLOCATION GRANT PROGRAM
Between ASHTABULA COUNTY and Ohio Regional Development Corporation**

THIS AGREEMENT, made and entered into by and between the Ashtabula County Commissioners (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 Grantee, has applied for and been awarded PY 2023 Lead Safe Ohio Allocation funding from the State of Ohio, Department of Development, Office of Community Enhancements (OCE) for the purpose of addressing local lead issues in housing;

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

WHEREAS, this agreement is in effect until the Lead Safe Ohio funding for Ashtabula County, Ohio 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:

The Ohio Regional Development Corporation will undertake the following services:

Rehabilitation Inspection Services:

- Establish and maintain a program oversight effort to inspect the residential properties, congregate care settings and childcare facilities to have Lead Safe Renovation or Lead Abatement work performed, before work is begun, during construction, and after construction is complete, but before payments have been approved.
- Perform preliminary feasibility inspections of selected units to establish viability of the Renovation or Abatement work to be performed;
- Schedule inspections for necessary write ups;
- Subcontract with a duly licensed lead abatement contractor and risk assessor to perform a Lead Risk Assessment of the property if required by the program guidelines, and perform a Lead Clearance on the property;
- Undertake a "walk-through" of the projects with selected contractors.
- Provide and review with the County's Housing staff and officials as well as owners, written specifications and cost estimates for projects including a cost analysis for all work to be done including any lead abatement work required.
- Conduct contractor tours (pre-bid walk-throughs) of proposed projects.
- Conduct pre-construction meetings with the homeowner, contractor and Program Staff.
- 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 and Lead Abatement Contractor.
- 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.

The staff of the Ohio Regional Development Corporation will begin work on this project as directed by Ashtabula staff and after an agreement has been signed with the Board of Commissioners of Ashtabula County. The services of ORDC will coincide with the grant period of December 1, 2023 through April 30, 2026.

II. CONTRACT TYPE/COST OF SERVICES

The contract between Ohio Regional Development Corporation and the Ashtabula County Commissioners will be a fixed fee based contract on itemized soft costs.

COST OF SERVICES

SOFT COSTS (FKA IMPLEMENTATION)

Ohio Regional Development Corporation will charge 7.5% of the Total Project Hard Cost (Total funds paid to the contractor) for each project under the Grant.

Example:

Project Hard Cost = \$40,000

7.5% of project hard cost = \$3,000 payable to ORDC.

Post Grant Management:

Following the close out of the grant, Ohio Regional Development will assist in doing follow ups that relate to audits, monitoring visits, and client questions. This will be done for a period of 2 years. This 2 year follow up is covered in the administration fee and this includes mortgage subordinations. Note, clients have a warranty period of one year on their work.

Monitoring and record keeping:

ORDC will assist with all monitoring visits and work to provide required data for those monitoring. ORDC will provide all record keeping of the files, and prepare vouchers for the County to pay the contractors through the County Auditor's office. ORDC staff will work with the County to use proper procedures and forms to accomplish the proper procedures and timelines.

III. 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.

IV. 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.

V. TIME OF PERFORMANCE

The services of the Consultant will begin upon the signing of this contract and will terminate following the preparation of the final performance report. Post grant management will continue for two years following the completion of the grant.

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

VI. MUTUAL RIGHT OF TERMINATION

Either party to this contract shall have the right to terminate this contract with or without cause upon Thirty (30) days written notice to the other party. The Notice shall indicate whether the termination is with or without cause and if it is for cause it shall state the basis of said claim. In the event the Consultant terminates the contract for cause, the Consultant shall be entitled to receive/collect damages from the Grantee in an amount equal to the total amount the Consultant would have received had the contract been fully performed with all of the Grant funds being expended as set forth in Schedule A of the Grant Agreement. In the event the Grantee terminates the contract with cause, the consultant will only be paid for all services performed up to the date of notice of termination on a pro-rata basis and for soft costs on projects completed as of the date of termination. In the event the termination is deemed without cause, the Consultant shall be paid for all administrative services rendered to date on a pro-rata basis, and shall be paid for all soft costs for all projects under contract as of the date of notice of termination.

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. GOVERNMENTAL REGULATIONS

The Consultant shall ensure that its performance of administering the CHIP Program is in compliance with the various Federal and State regulations as they relate to the scope of services rendered, including but not limited to applicable provisions of: 1) The Davis-Bacon Act as amended (40 U.S.C. 3141-3148); 2) The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); 3) The Equal Employment Opportunity provisions of 41 CFR Part 60; 4) The Debarment and Suspension provisions set forth in Executive Orders 12549 and 12689 including checking the System for Award Management (SAM); 5) The Byrd Ant-Lobbying Amendment (31 U.S.C. 1352); 6) The Clean Air Act (42 U.S.C. 7401-7671); 7) The Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements provisions of 37 CFR Part 401; 8) The Federal Water Pollution Control Act (33 U.S.C. 1251-1387); 9) The Solid Waste Disposal Act Section 6002; 10) The prohibitions on certain telecommunications and video surveillance services or equipment provisions at 2 CFR 200.216; 11) Section 109 of the Community Development Act of 1974; 12) Section 504 of the Rehabilitation Act of 1973; 13) Title I of the Civil Rights Act of 1964; 14) The Copeland Anti-Kick Back Act (18 U.S.C. 874); and 15) Section 3 of the Housing & Urban Act of 1968, as amended by, 12 U.S.C. 170, and regulations issued pursuant thereto by the Secretary of Housing & Urban Development set forth in 24 CFR, Part 135. In addition, preferences shall be given for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products. Moreover, ORDC will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per 2 CFR 200.321.

IX. 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.

X. 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.

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. 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.

XIV. ADMINISTRATIVE OVERSIGHT

Dawn Gates, Grant Specialist, 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.

XV. AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the Ashtabula County Commissioners as approved on June 4, 2024.

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

ATTEST:
Ana Hawkins
Ana Hawkins
Ana Hawkins

FOR: Ashtabula County
[Signature] 6-4-24
Commissioner Date
[Signature] 6-4-24
Commissioner Date
[Signature] 6-4-24
Commissioner Date

SC6

FOR: Ohio Regional Development Corporation

Dale W. Hartle

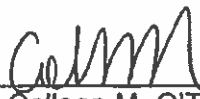
Dale W. Hartle, President

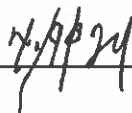
Date

Signature Page

Agreement Title: Contract between Ashtabula County Commissioners and Ohio Regional Development Corporation

Approved as to Legal Form Only:

By:  _____
Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated:  _____, 2024

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

NWS 2702.511.525-650.0103 -Grants/Allocations \$56,250.00

Agreement Title: Lead Safe Ohio Grant – ORDC Administrative Services Costs

Between: Ohio Regional Development Corporation and Ashtabula County Commissioners



David Thomas
Ashtabula County Auditor

Date: _____

5/29/24