

RESOLUTION APPROVING A SUBCONTRACT AGREEMENT WITH THE CITY OF ASHTABULA FOR PROFESSIONAL SERVICES FOR THE STATE AND LOCAL FISCAL RECOVERY FUNDS(SLFRF) - LEAD SAFE OHIO PROGRAM GRANT (LSO)

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

Provider: Ashtabula City, 4250 Lake Ave, Ashtabula OH 44004

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

Cost: **Not to Exceed, \$37,500.00**

Term: Effect until 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.

BE IT FURTHER RESOLVED, that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-472

October 08, 2024

RESOLUTION APPROVING A SUBCONTRACT AGREEMENT WITH THE CITY OF ASHTABULA FOR PROFESSIONAL SERVICES FOR THE STATE AND LOCAL FISCAL RECOVERY FUNDS(SLFRF) - LEAD SAFE OHIO PROGRAM GRANT (LSO)

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

SUBCONTRACT AGREEMENT

This Subcontract Agreement (the "Subcontract") is entered into by and between the Board of County Commissioners of Ashtabula County, Ohio ("County") located at 25 W. Jefferson St., Jefferson, OH 44047 and the City of Ashtabula, Ohio ("City") located at 4250 Lake Avenue, Ashtabula, OH 44004. County and City are sometimes collectively referred to in this Agreement as the "Parties,"

RECITALS

WHEREAS, The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act, delivers funds to state, territorial, local and tribal governments to support their response to and recovery from the COVID-19 public health emergency;

WHEREAS, Pursuant to Ohio House Bill 45 of the 134th General Assembly ("House Bill 45"), appropriation item 1956F6, the State of Ohio, Department of Development (the "State") was appropriated funds for ARPA Lead Prevention and Mitigation (herein referred to individually as "Project" or collectively as "Projects");

WHEREAS, the State and the County entered into a SLFRF Lead Safe Ohio Program Grant Agreement (the "Grant Agreement") for construction activities for homes, congregate care settings, and childcare facilities built before 1978 to allow for lead safe renovation, lead abatement and mitigation activities, and purchase of equipment such as XRF analyzers and HEPA-vacs; and

WHEREAS, the City has the skills, experience, and personnel to administer the grant funds for eligible recipients under the Grant Agreement who reside in the City of Ashtabula.

NOW, THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. **Term.** This Subcontract shall become effective as of the date signed by both parties below and remain in full force and effect until April 30, 2026.
2. **Scope of Work.** The City shall perform the services as set forth in Exhibit A in full compliance with the Grant Agreement, including all of its Attachments, which is incorporated by reference as if fully set forth herein. The County may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests

and provide guidance and direction to the City concerning the performance of work described in this Subcontract. Within a reasonable period of time, the City shall comply with such instructions and fulfill such requests to the satisfaction of the County. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Subcontract. In the event of inconsistencies within or between this Subcontract, the Grant Agreement, or their Exhibits or Attachments, the City shall shall comply with the more-strict requirement.

3. **Compensation.** The City shall be paid \$9,000 for its services upon completion of the all services. Additionally, the City shall be entitled to 7.5% of all administration costs documented pursuant to this Subcontract up to \$37,500.00. The City shall submit invoice(s) to the County for work performed. The County shall pay the City for the performance of the work within thirty (30) days of receipt of a full and accurate invoice. The County reserves the right to suspend payments should the City fail to provide required reports in a timely and adequate fashion or if the City fails to meet other terms and conditions of this Subcontract.

4. **Conditions of the Work.** The City shall be reimbursed used solely for the stated purposes set forth in this Subcontract and the Grant Agreement, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C of the Grant Agreement, evidencing the costs incurred. If work was not performed in accordance with the terms, conditions and time period set forth in this Subcontract or the total amount of expenditures exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the County within 30 days after the expiration or termination of this Agreement. The City shall not pledge any expenditures under the Subcontract as security for any loan or debt of any kind other than that described in this Subcontract or the Grant Agreement. The City shall require delivery before payment is made for purchased goods, equipment or services unless the City obtains satisfactory security from the vendor. The City shall follow the terms and conditions of the U.S. Department of the Treasury as set forth in Attachment F of the Grant Agreement. The City shall comply with the State's Program Policy Notes which may be amended and updated from time to time, as well as with the assurances and certification contained in Attachment D of the Grant Agreement. The City agrees it shall not be reimbursed, and the County shall not pay any items that are deemed to be "non-reimbursable travel expenses" pursuant to Ohio Administrative Code Section 126-1-02.

5. **Accounting.** Expenditures from this Subcontract shall be deposited and maintained in a separate fund account upon the books and records of the City (the "Account"). The City shall keep all records of the Account in a manner consistent with generally accepted

accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Subcontract and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. The County may withhold payment requests if the City fails to comply with the above requirements until such compliance is demonstrated.

6. **Reporting.** The City shall submit to the County the reports required in Attachment C of the Grant Agreement. All records of the City shall be maintained in accordance with Program Policy 20-01: Grant Operations and Financial Management Policy.
7. **Records, Access, and Maintenance.** The City shall establish, and physically control for at least three years from the final close out of this Subcontract such records as required by the County, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the County with respect to any questioned costs, audit disallowances, litigation or dispute between the Parties shall be maintained for the time needed for the resolution of any such issue. If for any reason the County shall require a review of the records related to the Project(s), the City shall, at tis own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
8. **Inspections.** At any time during normal business hours upon three days' prior written notice and as often as the County may deem necessary and in such manner as not to interfere unreasonably with the normal business operation of the City, City shall make available to the County, and to appropriate state or federal agencies or officials, for examination, all of its records with respect to matters covered by this Subcontract including but not limited to records of personnel and conditions of employment, and shall permit the County to audit, examine, and make excerpts or transcripts from such records.
9. **Audits.** The City shall ensure any expenditures are audited according to the requirements of Attachment E of the Grant Agreement.
10. **Property and Equipment Purchases.** All items purchased by the City are and shall remain the property of the City, except if the County exercises its right to terminate this Subcontract pursuant to Paragraph 13, all property and equipment purchased by the City with any expenditures from this Subcontract shall revert to the County. The City shall provide for the security and safekeeping of all items obtained through this Subcontract.
11. **Certification of Grant Funds.** None of the rights, duties, and obligations described in this Subcontract shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and

until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

12. **Conflict of Interest.** No personnel of the City, contractor of the City, or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Subcontract 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 of fulfillment of his or her functions or responsibilities with respect of the completion of the work contemplated under this Subcontract. The City shall immediately disclose in writing to the County any such person who, prior to or after the execution of this Subcontract, acquires any personal interest, voluntarily or involuntarily. The City shall cause any such person who, prior to or after the execution of this Subcontract, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to the County in writing. Thereafter, such person shall not participate in any action affecting the work under this Subcontract unless the State determines that, considering the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

13. **Termination.** The County may immediately terminate this Subcontract by giving reasonable notice of termination to the City for any of the following occurrences: (i) failure of the City to fulfill in a timely and proper manner any of its obligations under this Subcontract; (ii) failure of the City to submit any report required by this Subcontract that is complete and accurate; (iii) failure of the City to use the expenditures under this Subcontract for the state purposes in this Subcontract or the Grant Agreement; or (iv) the termination of the Grant Agreement. Within forty-five (45) days after termination of this Subcontract, the City shall surrender all reports, documents, and other materials assembled and prepared pursuant to the Subcontract, which shall become the property of the County, unless otherwise directed by the County. After receiving written notice of termination, the City shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this provision, the City shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

14. **Disputes.** If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Contractor and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of the City and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days,

the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the Parties to the extent in which the Parties cannot resolve their disputes within a reasonable amount of time, except that, if such dispute involves the State, any such matter shall be brought to a court in Columbus, Ohio and the parties irrevocably waive any objection they may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. This agreement does not prohibit the parties from seeking mediation before litigation. During the pendency of any mediation or litigation, the Parties shall continue to perform their obligations under this Subcontract subject to Court Order.

15. Miscellaneous

- a. No modification or waiver of any of the terms of this Subcontract or the Grant Agreement shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the County shall require the signature of the State. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Subcontract, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the Grant Agreement or to waive any of its or their terms, except as expressly provided in this Paragraph.
- b. The City may not assign this Subcontract without the written consent of the County, which the County may withhold in its sole discretion.
- c. All questions regarding the validity, intention, or meaning of this Subcontract or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio.
- d. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address set forth at the beginning of this Agreement with a copy to Ashtabula County Prosecutor's Office, 25 W. Jefferson St., Jefferson, OH 44047, and, in the case of the City, addressed to its address set forth at the

beginning of this Agreement. Any party may change its address by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.


- e. The City, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

- f. The City will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.11 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, in Section 504 of the Rehabilitation Act of 1973, as amend, or in any subsequent legislation pertaining to civil rights**. The City will take affirmative action to ensure that applicants are considered for employment and that employees are treated ruing employment, without regard to the classes. The City will, in solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to the classes. The City will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which expenditures are made from this Subcontract (other than subcontracts for standard commercial supplies or raw materials), and the City will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

[Signature Page Follows]

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.


City of Ashtabula:

By:  Date: 9/7/2024
Its: City Manager

Approved as to Legal Form:

 Date: 8/27/24
Cecilia M. Cooper,
Ashtabula City Solicitor

Board of County Commissioners of Ashtabula County:

By:  Date: 10-8-24
Its: President

Approved as to Legal Form:

 Date: 9/27/24
Colleen M. O'Toole,
Ashtabula County Prosecutor

Exhibit A

Scope of Work

The City of Ashtabula will be responsible for application intake and assistance of Project applicants who reside in the City of Ashtabula in compliance with Attachments A and B of the Grant Agreement.

The City is responsible for the income qualification of completed applications pursuant to Attachment B of the Grant Agreement.

After income qualification and the forwarding of all information to the County, the City may be asked to perform additional services as necessary including the assistance of scheduling inspections, bidding jobs and working with homeowners and contractors for projects in Ashtabula City subject to the Grant Agreement. Specifically, Ashtabula City will continue to be the liaison to all City applicants, while the County will perform project management such as preparing documents and contracts to sign.

Schedule and Timeline

1. The City shall perform the intake of applicants until the County advises that all funds have been allocated for City projects.
2. Applicants from the City that are approved by the County for repairs under the Grant Agreement will use the City as their main point of contact unless otherwise arranged.
3. The City may continue to take names and information of Ashtabula City residents interested in the Project(s) after all initial funds have been allocated. This list may be utilized to notify households if additional funding becomes available.
4. If the State allocates additional funds to Ashtabula County under the Grant Agreement, the City and County will determine together the number of additional homes from Ashtabula City that can be served.

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 \$37,500.00

Agreement Title: Lead Safe Ohio Grant – ASHTABULA CITY Administrative Services Costs

Between: City of Ashtabula and Ashtabula County Commissioners



David Thomas
Ashtabula County Auditor

Date: 10/7/24