

**RESOLUTION APPROVING AN AGREEMENT WITH OHIO REGIONAL DEVELOPMENT CORPORATION FOR PROFESSIONAL CONSULTANT SERVICES FOR THE OHIO COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP), PY2021, COMMUNITY SERVICES & PLANNING DEPT.**

WHEREAS, the County requested that Consultants provide a Statement of Qualifications for professional planning and engineering services for the PY 2021 Community Housing Impact and Preservation Program (CHIP); and

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

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

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

**Service:** Professional assistance and technical advice in administering and implementing its Community Housing Improvement Program (CHIP)

**Cost:** **Not To Exceed, \$135,000.00**

**Term:** December 1, 2021 and ends April 30, 2024

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. 2021-246

June 22, 2021

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

**VOTE:**

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

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.



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

**Contract for Administrative Services for  
PY2021 COMMUNITY HOUSING IMPACT AND PRESERVATION 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, is applying for PY 2021 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 2021 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

**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 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:**

The Ohio Regional Development Corporation will undertake the following services:

**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.

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 September 1, 2021 through December 31, 2021.

## **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 and administrative costs. The costs are set forth below and are in accordance with regulations adopted by the Ohio Development Services Agency, Office of Community Development (OCD).

### **COST OF SERVICES**

#### **ADMINISTRATION: 12% of the grant charged per line item**

Ashtabula County in Partnership with the Cities of Ashtabula, Conneaut and Geneva, is eligible to apply for \$1,350,000 for PY 2021 funding, therefore allowable administration would be 12% of the grant, charged per line item equaling \$162,000. Ohio Regional Development Corporation's charge for Rehabilitation services would be 0.5% of the available administration dollars and 50% of the soft costs of the project.

The administration dollars of \$6,750.00 (0.5%) would be used to cover the administrative costs associated with the Rehabilitation Specialist. As well as post grant monitoring responsibilities.

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

Director	\$125.00
Staff members	\$110.00

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

**SOFT COSTS (FKA IMPLEMENTATION)**

Ohio Regional Development Corporation would charge 50% of the applicable soft cost for each project for the rehabilitation inspector services and Ashtabula County would charge 50% of the applicable soft cost for each project for application intake/file management services.

Rehabilitation Project (Owner & Rental) = 15% of Project Cost (50% ORDC/50% Ashtabula)

Home Repair Project (Owner & Rental) = 20% of Project Cost (50% ORDC/50% Ashtabula)

Homeownership= 18% of Project Cost (50% ORDC/50% Ashtabula)

New Construction = \$2,000 per unit (50% ORDC/50% Ashtabula)

**Example:**

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

15% of project cost = \$4,500 (\$2,250 ORDC/\$2,250 Ashtabula)

The 15% 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 \$110 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 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.
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
5. ORDC does not perform Lead Risk Assessments. We sub-contract this service. It is competitively bid each year for all of the Communities we provide services. This allows for the best possible rate. This cost is billed to the project as a project cost. Average cost is \$400.

**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.

The Grantee grants the exclusive right to the Consultant to act as its agent in applying for, administering and implementing all grants, loans, and Revolving Loan Funds (RLFs) 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.

#### **V. 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 two years following the completion of the grant.

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

#### **VI. 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.

#### **VII. TERMINATION OF CONTRACT**

Either party may terminate this agreement at any time with thirty (30) days notice. If the contract is terminated ORDC will be compensated on a prorated basis for all work completed.

#### **VIII. 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.

#### **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. 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.

## **XII. 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.

## **XIII. 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.

## **XIV. "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 Part135, 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.

#### **XV. 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.

#### **XVI. "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.

#### **XVII. "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.

**XVIII. 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.

**XIX. ADMINISTRATIVE OVERSIGHT**

Dawn Gates, Grant Specialist, Ashtabula County, 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.

**XX. AUTHORITY FOR THIS AGREEMENT**

THIS AGREEMENT is authorized by appropriate action of the of Board of Commissioners, Ashtabula County, OH as approved on June 22, 2021.

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

ATTEST:

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FOR: Ashtabula County

[Signature] 6-22-21  
Commissioner Date

[Signature] 6-22-21  
Commissioner Date

[Signature] 6-22-21  
Commissioner Date

FOR: Ohio Regional Development Corporation

[Signature]

[Signature] 6/9/21  
Dale W. Hartle, President Date