

ORDINANCE NO. 142-23

**AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO
A PARTNERSHIP AGREEMENT WITH THE ASHTABULA COUNTY
COMMISSIONERS FOR THE PROJECT YEAR 2023 COMMUNITY
HOUSING IMPACT AND PRESERVATION PROGRAM, AND DECLARING
AN EMERGENCY.**

BE IT ORDAINED, by the City of Conneaut, County of Ashtabula and State of Ohio:

SECTION 1. That the City Manager is hereby authorized to enter into a Partnership Agreement with the Ashtabula County Commissioners for the PY 2023 Community Housing and Preservation Program (CHIP), attached hereto and marked Exhibit "A".

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council or any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

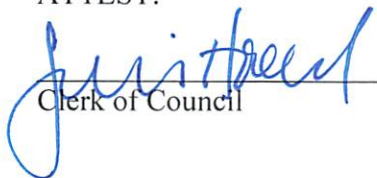
SECTION 3. That this Ordinance is declared to be an emergency measure in the interests of public peace, health and safety and to comply with funding deadlines, and if approved, shall take effect immediately upon passage and signing by the President of Council.

Passed this 11 day of DEC., 2023.



President of Council

ATTEST:



Clerk of Council

Partnership Agreement

Between

Ashtabula County and Cities of Ashtabula, Conneaut and Geneva

for the Application and Administration of the PY 2023 Community Housing Impact and Preservation Program (CHIP)

THIS AGREEMENT is entered into effective the ____ day of _____, 2023 by and between Ashtabula County (herein called the "Grantee") and the Cities of Ashtabula, Conneaut and Geneva (herein called "Partners") to undertake the Community Housing Impact and Preservation (CHIP) Program as approved by the State of Ohio, Department of Development, Office of Community Development (OCD).

WHEREAS, Grantee, in conjunction with the Partners, are applying for Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Department of Development, Office of Community Development (OCD) and

WHEREAS, Grantee and Partners 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 Partners understand this agreement is contingent on PY 2023 CHIP funding from the State of Ohio, Department of Development, Office of Community Development (OCD);

WHEREAS, the Grantee has procured a professional services consultant and those services are detailed in an additional 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, Partners, and the professional services consultant(s) shall undertake and complete the activities as set forth in the 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 funding to be provided and the services to be performed, as well as the location of the activities, and any particular identifying attributes of the activities.

PY 2023 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, Partners, and the professional services 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.

II. SCOPE OF SERVICES.

A. General Administration.

The Grantee and Partners 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 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 Partners 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. Partners shall also include time frames for performance to the Grantee and other information as requested.

C. Staffing.

The Grantee and the Partners shall ensure adequate and appropriate staffing to complete the budgeted activities in the CHIP Application. Partners shall at all times remain an "independent parties" with respect to the services to be performed under this Agreement. The Professional Services Consultant shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Partners and the Professional services Consultant are independent parties, and will only be paid for services rendered per a contract.

Any changes in the key personnel assigned, or administering agency, or their responsibilities under this project will be submitted to the Grantee.

Duties of the Grantee may vary depending on the partner organization

D. Duties of the Grantee

- Oversight of the Partner and Professional Services Consultant
- Approve Policy and Procedure Manual Updates
- Approve Program amendments
- Monitor Financial Reports
- Monitor Performance Reports
- Oversight of Financial Management
- Grant Preparation
- 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 unless otherwise arranged
- 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
- 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

Duties of the Grantee's Professional Services Consultant

- 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

E. Duties of the Partners

Partner duties may be subject to change depending on the organizations' capacity staffing and management

Partner – Ashtabula City

- Conduct Environmental Review Record Tier 2 – OHPO Coordination, Floodplain Management, etc. for Projects
- Public Relations/Marketing
- Perform Quality Control
- 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
 - Responsible for providing necessary information for preparation of drawdown requests
 - Responsible for providing necessary information for preparation 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
- Responsible for providing reports detailing Fair Housing Activities

Partner – Conneaut City and Geneva City

- Client intake/determine eligibility
- Perform clerical duties
- Maintains priority ranking & waiting lists
- Fair Housing Coordination & Trainings
 - Responsible for receiving and referring fair housing complaints/questions

F. Performance Monitoring.

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

III. TIME OF PERFORMANCE

The Grantee and Partners will work together to assist in the planning and preparation of the CHIP Application. The application shall be submitted by the Grantee by the application deadline on June 21, 2023.

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

Grant Agreement Start Date:	December 1, 2023
Work Completion Date:	February 28, 2026
Final Draw Date:	March 31, 2026
Final Completion/Close Out:	April 30, 2026

Grantee and the Partners will proceed with the budgeted amounts as set by the OCD Application Guidelines and Grant Ceiling amounts, also outlined in the section IV budget. If the Grantee or Partners are not successful in expending the funds budgeted for their Community in a timely manner, a revised budget will be implemented. If 50% of the party's funds are not committed by February 2025, a revised plan for immediate commitment and expenditure shall be put in place by the Grantee and the Partners.

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

The CHIP program shall be used solely for the stated purposes set forth in this Agreement, the CHIP Application and Attachment A. All expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by OCD, providing evidence of the costs incurred. No interest shall be earned on any money from OCD or the Grantee. Any CHIP funds that are not expended in accordance with the terms, conditions and time period set forth in this Agreement are forfeited.

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, the Grantee may require an additional detailed budget breakdown. Any amendments to the budget must be approved in writing by both Grantee and Partners and be in accordance with the Grantee's Agreement with OCD. The Grantee and Partners will agree upon an appropriate amount of administration dollars for each community to cover expenses associated with the administration of the program:

Partner – Ashtabula City - \$25,500.00
Partner – Conneaut City - \$16,000.00
Partner – Geneva City - \$17,000.00

The grant ceiling amount are as follows:

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 June 2025, if 100% the partner's budgeted funds have not been committed, a "re-organization" of the uncommitted funds will take place. The uncommitted funds will be committed by whichever partner can utilize them immediately to allow for completion of the work by the PY 2023 grant milestone deadlines.

Activity Budget: The Grantee and Partners will each approve their activity budget for their respective portion of the CHIP Grant. The Grantee and Partners shall approve 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.

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 of the grant agreement. Depending upon the final funding allocated by OCD, an amendment may be required for the funds budgeted to the partners and required project outcomes. 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 Partners or as amended. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Attachment A of the grant agreement and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Attachment A of the grant agreement 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. 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". The Grantee reserves the right to suspend payments should the Partners fail to provide required reports in a timely and adequate fashion or if Partners fail to meet other terms and conditions of this Agreement.

The Partners 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. 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:

<u>Grantee</u>	<u>Partner</u>	<u>Partner</u>	<u>Partner</u>
Ashtabula County Commissioners	City of Ashtabula	City of Conneaut	City of Geneva
25 W. Jefferson St	4717 Main Ave	294 Main Street	44 N. Forest Street
Jefferson OH 44047	Ashtabula OH 44004	Conneaut OH 44030	Geneva OH 44041
Phone# 440-576-3750	Phone# 440-992-7154	Phone# 440-593-7401	Phone# 440-466-4675

VII. REPORTING AND COMPLIANCE

Reporting Requirements

Partners shall submit to Grantee the reports as required by the OCD. All records of Partners 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

Records, Access and Maintenance

Upon completion of grant, Partners shall deliver records to the Grantee. The Grantee shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required 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), Partners shall, at their own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

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, Partners 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.

Audits

CHIP Funds shall be audited according to the requirements of OMB Circular A-133. In addition, the partners 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.

Use of Federal Grant Funds

Partners acknowledge that this Agreement involves the use of federal funds and as such, are 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 of the grant agreement. Partners shall fully reimburse Grantee for any cost of the Partners which is disallowed by any federal agency and which must be refunded thereto by Grantee and OCD.

Contractor Compliance

The Grantee will assure that any contractors working with the CHIP Program will comply with all local, state and federal ordinances and regulations.

VIII. SPECIAL CONDITIONS

PROGRAM INCOME: The Program Income shall be retained by the Grantee. 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 Partners will be eligible to utilize these funds for future projects.

IX. GENERAL CONDITIONS

A. General Compliance.

Partners 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 Partners do not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Partners also agree 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 Partners 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. Partners 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. Partners 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

Partners 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

Partners 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 Partners 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 Partners 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 Partners shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48 or 24 CFR 85.36.
- (3) 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.
- (4) Subcontracts Partners 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. Partners 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.
- (5) Conflict of Interest No personnel of Partners, any subcontractor of Partners, 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

Partners 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. Partners 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

Partners 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. Partners also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

L. Liability

Partners 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 Partners, 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

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

N. Grantee Recognition

Partners 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 the funding source. In addition, Partners 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 Partners, 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 Ashtabula 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 Partners are not the party performing a task described above, do not implement that portion of the grant, and if the task is the responsibility of the Grantee (or their professional service consultant), the Partners 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. Headings

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

G. Assignment

Neither this Agreement nor any rights, duties, or obligations described herein may be re-assigned, subcontracted or sub granted by the Partners.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Ashtabula County and the Cities of Ashtabula, Conneaut and Geneva for the application and Administration of the PY 2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2023.

GRANTEE:

Ashtabula County Commissioners, Grantee
25 W. Jefferson Street
Jefferson, Ohio 44047
Phone# (440) 576-3750, Fax# (440) 576-2344

Name: _____
Casey Kozlowski, President Board of County Commissioners

Date: _____

Name: _____
Kathryn Whittington, Commissioner

Date: _____

Name: _____
J.P. Ducro, Commissioner

Date: _____

Witness to Grantee Signatures: _____

Date: _____

Approved to Form:

Name: _____
Ashtabula County Prosecutor

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Ashtabula County and the Cities of Ashtabula, Conneaut and Geneva for the application and Administration of the PY 2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Partner with the authorizing legislation # _____ and dated _____, 2023.

PARTNER:

City of Ashtabula, Partner
4717 Main Ave
Ashtabula , Ohio 44004
Phone# (440) 992-7103

Name: _____
James Timonere, City Manager

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
Cecilia M. Cooper, City Solicitor

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Ashtabula County and the Cities of Ashtabula, Conneaut and Geneva for the application and Administration of the PY 2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Partner with the authorizing legislation # _____ and dated _____, 2023.

PARTNER:

City of Conneaut, Partner
294 Main Street
Conneaut, Ohio 44030
Phone# (440) 593-7401

Name: _____
James Hockaday, City Manager

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
John Lewis, Law Director

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Ashtabula County and the Cities of Ashtabula, Conneaut and Geneva for the application and Administration of the PY 2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Partner with the authorizing legislation # _____ and dated _____, 2023.

PARTNER:

City of Geneva, Partner
44 North Forest Street
Geneva, Ohio 44041
Phone# (440) 466-4675

Name: _____
Joseph Varckette, City Manager

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
Law Director

Date: _____