

RESOLUTION NO. 19-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF UHRICHSVILLE, OHIO FOR THE PY 2021 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the City of new Philadelphia intends to apply 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; and

WHEREAS, the City, as the Grantee, is requesting \$650,000 in CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds for CHIP approved activities; and

WHEREAS, Uhrichsville will be the Partner and the City of New Philadelphia will be the Grantee of the Partnership; and

WHEREAS, the Grantee and the Partner set forth the responsibilities and obligations of each in the Partnership Agreement; and

WHEREAS, City of New Philadelphia, as the Grantee of the CHIP application understands their authority for the entire CHIP grant, as well as, sole responsibility for regulatory compliance and the terms of the grant agreement, if funded; and

WHEREAS, Grantee and Partner understand all agreements are contingent on PY 2021 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO, THAT:

SECTION 1: That the Council of the City of New Philadelphia authorizes submission of the PY 2021 CHIP Application through the State of Ohio's Ohio Community and Energy Assistance Network (OCEAN) website by Ohio Regional Development Corporation.

SECTION 2: That the City of New Philadelphia accepts the role, responsibility and authority of being Grantee of the CHIP application.

SECTION 3: That the City of New Philadelphia authorizes participation, partnership, and submission of the PY 2021 Community Housing Impact and Preservation (CHIP) Program Application with the State of Ohio, Development Services Agency, and to provide all information and documentation required in said Application submission.

SECTION 4: That the City of New Philadelphia hereby understands and agrees that participation in said Program will require compliance with program guidelines and assurances.

SECTION 5: That the City of New Philadelphia hereby commits itself to provide any local share of funding, described in Application, if necessary.

SECTION 6: That this Resolution must accompany said Application, which must be filed with the Ohio Development Services Agency by June 24, 2021.

SECTION 7: That this Resolution also authorizes the Mayor as Director of Public Service to sign any and all documentation related to the execution of said partnership agreement and CHIP application.

SECTION 8: That all meetings and hearings concerning the adoption of this Resolution have been in compliance with the Codified Ordinance 220.01, Ohio Revised Code Section 121.22, and the Charter of the City of New Philadelphia, Ohio.

SECTION 9. This Resolution is hereby declared to be an emergency measure and its immediate passage is necessary in order to preserve, protect and maintain the health, safety and welfare of the citizens of the City of New Philadelphia, Ohio.

SECTION 10. This Resolution shall take effect and be in force immediately upon its passage and approval.

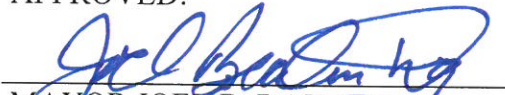
PASSED: May 24, 2021


DONALD C. KEMP
PRESIDENT OF COUNCIL

ATTEST:


JULIE COURTRIGHT
CLERK OF COUNCIL

APPROVED:


MAYOR JOEL B. DAY

SPONSORED BY: SPECIAL AND CONTACT COMMITTEE

Partnership Agreement

Between

The City of Uhrichsville and the City of New Philadelphia

for the Application and Administration of the PY 2021 Community Housing Impact and Preservation Program.
(CHIP)

THIS AGREEMENT is entered into effective the ____ day of _____, 2021 by and between The City of Uhrichsville (herein called the "Partner") and the City of New Philadelphia (herein called "Grantee") to undertake the Community Housing Impact and Preservation (CHIP) Program as approved by the State of Ohio, Development Services Agency, Office of Community Development (OCD).

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

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

WHEREAS, Grantee and Partner understand this agreement is contingent on PY 2021 CHIP funding from the State of Ohio, Development Services Agency, Office Of Community Development (OCD);

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

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

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

I. SCOPE OF PROJECT.

A. Activities.

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

PY 2021 Eligible Activities are limited to:

Rehabilitation Assistance

- Owner Rehabilitation
- Rental Rehabilitation

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

- Owner Home Repair
- Rental Home Repair

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

Homeownership Assistance

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

Tenant-Based Rental Assistance

Administration

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

B. National Objectives.

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

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

II. SCOPE OF SERVICES.

A. General Administration.

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

B. Levels of Accomplishment – Goals and Performance Measures.

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

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

C. Staffing.

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

D. Duties of the Grantee.

- Oversight of the Partner and Administering Consultant
- Approve Policy and Procedure Manual Updates
- Approve and submit Program amendments
- Monitor Financial Reports
- Monitor Performance Reports
- Oversight of Financial Management
 - Oversight of overall grant finances
 - Responsible for preparation and submission of drawdown requests.
 - Preparation and processing of purchase orders & contractor pay requests
- Administration of all grant funds it receives
- Compliance with all of the terms and conditions of the grant agreement
- Responsible for full grant accountability
- Maintaining a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders

Duties of the Grantee's Administering Consultant

- Grant Preparation
- Policy and Procedure Manual Updates
- Prepare program amendments, as needed
- Conduct Environmental Review-Tier 1 and Release of Funds
- Conduct Environmental Review Record Tier 2 – OHPO Coordination, Floodplain Management, etc. for Projects in the County
- Public Relations/Marketing
- Perform Quality Control
- Coordinate with Local Agencies (Habitat, Metropolitan Housing Authority, Community Action, etc)
- Responsible for Contractor Certification
- Contract Management for Consultant/Subcontractors
 - Daily Project Management for Project in the County
 - Client intake/determine eligibility

- Maintain files
- Conduct pre-construction conferences
- Determine appropriate client assistance level
- Document preparation
- Serve as liaison between contractor and homeowner
- Perform clerical duties
- Maintains priority ranking & waiting lists
- Oversees contractor procurement
- Overall Financial Management
 - Responsible for overall grant finances
 - Responsible for providing necessary information for preparation of drawdown requests.
 - Responsible for providing necessary information for preparation of purchase orders & contractor pay requests
 - Responsible for preparation of performance reports
- Homebuyer Education for Homeownership Projects
- Inspections and Field Construction Management
 - Verifies required RRS tests
 - Assignment/completion of duties for inspection/construction management staff
 - Perform initial inspections
 - Perform interim inspections
 - Perform final inspections
 - Prepares scope of work/specifications for bidding
 - Oversees contractor procurement
 - Conduct contractor pre-bid meeting
 - Conduct contractor negotiations for single bidders
 - Provide cost estimates
 - Prepare necessary punch lists
 - Approves change orders
 - Approves contractor payments
 - Perform lead risk assessments, or sub-contractor the risk assessments
 - Prepare lead related specifications
 - Perform lead clearance testing
- Post-Grant Management
 - Maintain records/prepare mortgage releases
 - Conflict resolution
 - Manage Program Income
- 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

E. Duties of the Partner

- Monitor Financial Reports
- Monitor Performance Reports

F. Performance Monitoring.

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

III. TIME OF PERFORMANCE

The Grantee and Partner will work together to assist in the planning process for the CHIP Application. Furthermore, work together to develop the CHIP Application. The Application shall be submitted by the Administrative Consultant and/or the Grantee by the application deadline on June 24, 2021.

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

Grant Agreement Start Date:	September 1, 2021
Work Completion Date:	October 31, 2023
Final Draw Date:	November 30, 2023
Final Completion/Close Out:	December 31, 2023

Additionally the Grantee and the Partner must comply with OCD's Expenditure Milestones for the expenditure of HOME, CDBG and OHTF Funds.

Grantee and the Partner will proceed forward with the Budgeted amounts as set by the OCD Application Guidelines, Grant Ceiling amounts, also outlined in the next section IV. Budget. However, regular reviews of the Grantee and Partner's performance will be made. If the Grantee or Partner are not successful in expending the funds Budgeted for their Community in a timely manner, a revised budget will be implemented. If 80% of the party's funds are not committed by September 2022, a revised plan for immediate commitment and expenditure shall be put in place by the Grantee and the Partner.

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

IV. BUDGET

CHIP shall be used solely for the stated purposes set forth in this Agreement, the CHIP Application and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by OCD, evidencing the costs incurred. No interest shall be earned on any money from OCD or the Grantee. If the CHIP Funds are not expended in accordance with

the terms, conditions and time period set forth in this Agreement or the total amount of the CHIP Funds exceeds the eligible costs of the Project(s), funds would be due back to the State of Ohio, OCD. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

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

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

Grant Ceiling

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

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

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

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

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

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

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

In September 2022, if each of the partner's budgeted funds has not been committed, a "re-organization" of the uncommitted funds will take place. The uncommitted funds will be committed immediately by whichever partner can utilize them immediately to allow for completion of the work by the PY 2021 grant milestone deadlines.

See Time of Performance for adjustments from this Budget.

Activity Budget: The Grantee and Partner will each approve their activity budget for their respective portion of the CHIP Grant. The Grantee and Partner shall 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. The Narrative will further detail the Grantee and Partner activity budgets and outcomes. This Narrative will be Attachment A of this Partnership Agreement.

V. PAYMENT

Grantee shall utilize CHIP Funds in an amount not to exceed Budgeted amounts set forth by OCD for the sole and express purpose of undertaking the Projects specified in Attachment A for the Partner community. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the CHIP Funds allocated to the Partner community or as amended. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Attachment A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section Attachment A and in accordance with performance.

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

VI. NOTICES

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

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

Grantee

The City of New Philadelphia
Grantee

15 East High Ave
New Philadelphia, OH 44663
Phone#(330) 364-4491
Fax# (330) 339-3823
rmcadier@newphilaoh.com

Partner

The City of Uhrichsville
Partner

305 E. Second Street
Uhrichsville, OH 44683
Phone# (740) 922-1242
beverett@cityofuhrichsville.org

VII. **REPORTING AND COMPLIANCE**

A. **Reporting Requirements**

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

B. **Records, Access and Maintenance**

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), Partner shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

C. **Inspections**

At any time during normal business hours upon three (3) days prior written notice and as often as Grantee may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, 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 and shall permit Grantee to audit, examine and make excerpts or transcripts from such records.

D. **Audits**

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

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

E. Use of Federal Grant Funds

Partner acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to OCD for the purposes of performing the work and activities as listed in Attachment A.

VIII. SPECIAL CONDITIONS

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

IX. GENERAL CONDITIONS

A. General Compliance.

Grantee agrees 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, and Partner does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. Adherence to State and Federal Laws, Regulations

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

C. Outstanding Liabilities

Partner represents and warrants that it does not owe: (1) any delinquent taxes to the Grantee, the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys

to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

D. Falsification of Information

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

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

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

F. 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.

G. Prevailing Wage Rates and Labor Standards

In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be

assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

H. Procurement

- (1) OMB Standards Unless specified otherwise within this Agreement, the Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48 or 24 CFR 85.36.
- (2) Travel All travel costs reimbursed with CHIP Funds shall be at the rates allowed under Grantee’s HUD-approved travel rules.
- (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 Grantee 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. Grantee 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 Grantee, any subcontractor of Grantee, 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.

I. Environmental Requirements

Grantee agrees 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. Grantee 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.

J. Relocation

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

K. Source and Availability of CHIP Funds

Partner acknowledges that the source of the CHIP Funds is the State of Ohio, CDBG, HOME and Ohio Housing Trust Fund (OHTF) funds managed by a Grant Agreement between the Grantee and OCD. Grantee shall have the responsibility to pay all invoices.

L. Termination Procedure

Neither the Grantee, nor the Partner, may terminate or withdraw the partnership agreement while it remains in effect.

X. MISCELLANEOUS

A. Governing Law

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

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in The City of Uhrichsville Ohio., 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.

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

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

F. Pronouns

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

G. Headings

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

H. Assignment

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

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:

City of New Philadelphia

Name: _____
Joel B. Day, Mayor

Date: _____

Approved to Form:

Name: _____
New Philadelphia Law Director

Date: _____

PARTNER:

The City of Uhrichsville

Name: _____
Mark Haney, Mayor

Date: _____

Approved to Form:

Name: _____
James J. Ong, Law Director, City of Uhrichsville

Date: _____