

TEMPORARY RESOLUTION NO. 90-13

PERMANENT RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A SUB RECIPIENT AGREEMENT WITH THE OHIO ATTORNEY GENERAL'S OFFICE, TO PARTICIPATE IN THE MOVING OHIO FORWARD GRANT PROGRAM, WITH FAIRFIELD COUNTY AS LEAD ENTITY

WHEREAS, the Ohio Attorney General's Office was successful in a settlement with the nation's largest mortgage servicers over foreclosure abuses, fraud, and unacceptable mortgage practices and has made \$75 million in funding available for residential demolition; and

WHEREAS, the City of Lancaster has identified a strategic need within its community and desires to participate in the Program to receive financial assistance for demolition under the Moving Ohio Forward Demolition Grant Program as a sub recipient; and

WHEREAS, the City of Lancaster has the authority to apply for financial assistance and to administer the amounts received from the Ohio Attorney General's Office; and

WHEREAS, the City of Lancaster directs and authorizes the Service-Safety Director to act in connection with the agreement and to provide such additional information as may be required; and

WHEREAS, the City of Lancaster shall execute a sub recipient agreement for the Mithoff project with Fairfield County remaining lead entity;

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, OHIO

SECTION. 1: That City of Lancaster authorizes the Service-Safety Director, City of Lancaster, as the official representative of City of Lancaster, to execute a sub recipient grant allowing for greater scheduling control as the City participates in the Ohio Attorney General's Moving Forward Program with Fairfield County as lead entity, attached as Exhibit A. That the Service-Safety Director shall provide all information and documentation required for said Agreement for the Moving Ohio Forward Grant Program.

SECTION 2: That the City of Lancaster hereby understands and agrees that participation in the Moving Ohio Forward Demolition Grant Program via a sub recipient grant will require compliance with program guidelines.

SECTION 3: The Agreement in the form presently on file with the Clerk of Council is hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to the City and which has been tentatively approved by the Service-Safety Director. The Service-Safety Director for and in the name of the City, is hereby authorized to execute the Final Agreement in this matter, provided further that the approval of changes thereto by the Service-Safety Director, and their character not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof. This Council further authorizes the Service-Safety Director for and in the name of the City, to execute any amendments or changes to the Final Agreement, which amendments are not inconsistent with this Resolution and not substantially adverse to the City.

SECTION 4: That this Resolution shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Date Approved: _____

Clerk: Teresa Lee Sandy

President of Council

Mayor

Offered by: _____

Second by: _____

Requested by Finance Committee

**MOVING OHIO FORWARD DEMOLITION PROGRAM
SUBRECIPIENT AGREEMENT BETWEEN
[Lead Entity]
AND
[Subrecipient]**

THIS AGREEMENT is made effective as of _____, 2012 by and between _____ (“Lead Entity”) and _____ (“Subrecipient”) to undertake residential demolition projects (“Projects”) as defined herein pursuant to the Moving Ohio Forward Demolition Program (“Program”) as approved by the Ohio Attorney General’s Office (“AGO”).

WHEREAS, Lead Entity, in conjunction with the Subrecipient, has applied for and has been awarded funds from the AGO; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

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

I. SCOPE OF WORK.

A. Activities. Subrecipient shall conduct all Projects in compliance and consistent with the Program Guidelines, Lead Entity Application, and Agreement between the AGO and the Lead Entity, incorporated by reference herein and available at the Lead Entity’s Office.

B. Project. Demolition Funds may be used for the sole and express purpose of undertaking and completing residential Projects as described in the Scope of Work attached hereto as Exhibit A.

II. SCOPE OF SERVICES.

A. General Administration. Subrecipient will be responsible for the general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and the AGO.

B. Levels of Accomplishment – Goals and Performance Measures. Pursuant to the Program Guidelines, Subrecipient shall be responsible for completing the Projects and reporting such measures as units demolished and waste removal efforts undertaken. Subrecipient shall also include time frames for performance to the Lead Entity as requested.

C. Staffing. Subrecipient shall ensure adequate and appropriate staffing is allocated to each Project. Subrecipient shall at all times remain an independent contractor with

respect to the services to be performed under this Agreement. Neither Subrecipient nor its personnel shall at any time, or for any purpose, be considered as agents, servants or employees of the AGO or the State of Ohio.

D. Performance Monitoring. Lead Entity will monitor the performance of each Subrecipient. Subrecipient shall provide Lead Entity all necessary reporting information as required by the AGO for reimbursement and in the administration and review of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on _____, 2012 and end on or before December 31, 2013 ("Project Period"), unless otherwise agreed to between the Lead Entity and the AGO in writing. All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program Funds.

IV. PAYMENT

Lead Entity shall obligate Program Funds in an amount not to exceed \$ _____ for the sole and express purpose of undertaking the Projects described herein. It is expressly agreed and understood that the total amount to be paid by the Lead Entity to the Subrecipient under this Agreement shall not exceed the amount set forth in this paragraph.

Payment of Program Funds to Subrecipient shall be made upon the timely submission to Lead Entity of a Reimbursement/Disbursement Request Report, attached hereto as Exhibit B. Lead Entity reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

Program Funds shall be used solely for the stated purposes set forth in the Program Guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate. Any income resulting from the performance of Subrecipient's obligations under this Agreement shall remain with Subrecipient. If the Program Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or are not expended, the amounts improperly expended or not expended shall be returned within thirty (30) days after the expiration or termination of this Agreement. Lead Entity shall require completed Projects before payment is made to Subrecipient.

All costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement/disbursement is sought, or substantiating any matching funds requirement, shall be fully documented.

V. NOTICES

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

SUBRECIPIENT:

LEAD ENTITY:

Name: _____

Name: _____

Title: _____

Title: _____

Telephone: _____

Telephone: _____

E-mail: _____

E-mail: _____

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. Subrecipient shall submit to Lead Entity the reports as required by the Program Guidelines.

B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, all of its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment. Subrecipient shall permit Lead Entity to audit, examine and make copies or transcripts from such records.

VII. GENERAL CONDITIONS

A. Adherence to State and Federal Laws, Regulations

(1) General. Subrecipient agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement and in expending any Program Funds. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- (2) Ethics. Recipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Recipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (4) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- (5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.
- (6) Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.
- (7) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public

records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.

B. Subcontracts. Subrecipient shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Lead Entity to terms inconsistent with, or at variance from, this Agreement.

C. Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.

D. Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party 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.

E. Source and Availability of Funds. Subrecipient acknowledges that the source of the Program Funds is a court approved consumer settlement agreement. Lead Entity shall have no obligation to advance or pay Subrecipient with any funds other than the funds Lead Entity receives from the AGO.

F. Termination Procedure

(1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:

- (a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.
- (b) Failure of Subrecipient to submit complete and accurate reports.
- (c) Failure of Subrecipient to use the Program Funds for the stated purposes in this Agreement.

(2) Effects of Termination. Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(3) Forebearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement 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.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.

C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

D. Private Property. No action shall be taken to impose a conservation easement on a property on which Program Funds are used.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT:

LEAD ENTITY:

Address: _____

Address: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Scope of Work

Scope of Work. Each Project includes residential demolition activities such as asbestos surveys, required asbestos abatement, demolition of buildings, and waste removal. Other reimbursable demolition activities include the following Demolition Hard Costs, Demolition Soft Costs, and a portion of General Administrative Costs:

<p align="center">General Administrative Costs (5% limit per completed demolition cost, with program totals not to exceed \$100,000)</p> <ul style="list-style-type: none"> • General Management and Oversight of Program • Technical Support Services • Monitoring and Evaluation • Preparation of Reimbursement/Disbursement Requests • Performance Report Preparation • Local Historic Review/Assessments (OHPO clearance is not required) • State Audit(s) • Other expenses approved on a case-by-case basis by the AGO 	<p align="center">Demolition Hard Costs (reimbursed 100% for completed demolitions)</p> <ul style="list-style-type: none"> • Demolition of Buildings • Removal of Asbestos • Removal of other Hazardous Materials • Clearance of Structures (poles, fences, walls, driveways, service walks, etc.) • Removal of Underground Storage Tanks and Utility Services • Removal and/or Filling/Capping of Septic Systems and Wells • Clearance of Debris and Garbage • Site Restoration (grading and seeding) • Regulatory Permit and Inspection Fees • Other expenses approved on a case-by-case basis by the AGO
<p align="center"><u>Ineligible</u> Moving Ohio Forward Costs (no reimbursement)</p> <ul style="list-style-type: none"> • Acquisition of Real Estate • Payment of Real Estate Taxes and Tax Delinquencies • Payment of Tax Liens and Property Assessments • Payment of Delinquent Utility Costs • Marketing of Project Site(s) • Preparation of the Moving Ohio Forward Application including the Strategic Planning component • Litigation expenses • Property Maintenance 	<p align="center">Demolition Soft Costs (reimbursed 100% for completed demolitions)</p> <ul style="list-style-type: none"> • Environmental Assessments • Asbestos Surveys • Title Searches • Legal fees approved on a case-by-case basis for local governments without available legal counsel, contract preparation and review • Architectural/Engineering Fees, including cost estimates, bid specifications and job progress inspections • Legal/Bid Advertisements • Other expenses approved on a case-by-case basis by the AGO

ATTACHMENT B

REIMBURSEMENT/DISBURSEMENT REQUEST REPORT

Provide the following information on each demolition project reimbursement request with attached supporting documentation. Each report shall provide the street address, itemization of expenses claimed, any applicable matching funds, and amount requested. Attachments to the report shall include photographs, invoices, authority for demolition, environmental reports and any applicable waste shipment record. Only one subrecipient agreement and contractor, subcontractor or vendor agreement shall be provided per entity.

Address
Text box

Itemization of expenses
Text box

Match dollars, if applicable
Text box

Reimbursement requested
Text box

CERTIFICATION

I certify that this Request for Payment is in accordance with the terms and conditions of the Grant Agreement cited and is proper for payment to the Grantee's depository. I also certify that the expenses reported above is correct and that back-up detailed documentation has been submitted.

Digital signature box

APPROVED BY: _____

DATE: _____