

**CONTRACT FOR  
APPLICATION/IMPLEMENTATION/OPERATION  
PY 2025 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM**

**FAIRFIELD COUNTY BOARD OF COMMISSIONERS**

Effective Date:	December 1, 2025
Termination Date:	April 30, 2028

CONTRACT AGENCY:	Community Action Program Commission of the Lancaster-Fairfield County Area (Lancaster- Fairfield Community Action Agency) 1743 East Main Street Lancaster, Ohio 43130
MAXIMUM CONTRACT AMOUNT:	\$49,999

THIS AGREEMENT is entered into effective the \_\_1st\_\_ day of \_December, 2025 by and between the Fairfield County Board of Commissioners (herein called the "Grantee") and the CAP Commission of the Lancaster-Fairfield Area (herein called "Contractor"), contingent upon approval and an award of funds to Fairfield County from the Ohio Department of Development, Office of Community Development (herein called "Development") to undertake administration and implementation of the Fairfield County Community Housing Impact and Preservation Program ("CHIP").

WHEREAS, the Fairfield County Board of Commissioners is authorized under R.C. 307.698 to expend funds for housing purposes; and

WHEREAS, R.C. 307.85 authorizes the Fairfield County Board of Commissioners to participate in, give financial assistance to, and cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the congress of the United States; and

WHEREAS, the Grantee has received Federal and/or State funding for the implementation and operation of the PY 2025 Community Housing Impact and Preservation program (hereinafter the "CHIP"); and

WHEREAS the Grantee has selected the Contractor to administer, and implement the Fairfield County CHIP;

WHEREAS, Grantee, in conjunction with the Contractor, has applied for and has been awarded funds from Development; and

WHEREAS, Grantee and Contractor wish to set forth the responsibilities and obligations of each in undertaking the CHIP and in utilizing such funds;

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

I. SCOPE OF PROJECT.

A. Activities.

Contractor shall undertake and complete the activities as set forth in Attachment A to this Agreement, which provides a description of each activity including the products to be provided and or services to be performed, and identifies the person or entity providing the services, the location of the activities, the recipients of the service, and the manner and means of the services.

B. National Objectives.

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

II. SCOPE OF SERVICES.

A. General Administration.

Contractor will be responsible for the general administration of the CHIP Program Year 2025 activities set forth herein in a manner satisfactory to Grantee and consistent with the standards set forth in the Grant Agreement between Grantee and Development. Such program will include the following activities eligible under the CHIP:

1. Private Owner Rehabilitation
2. Home Repair (includes septic repairs)
3. General Administration (including Fair Housing)

B. Levels of Accomplishment – Goals and Performance Measures.

Contractor shall be responsible to accomplish the levels of performance as set forth in the Grant Application and Grant Agreement and report such measures as outcomes and/or units of assistance. Contractor shall also include time frames for performance to the Grantee as requested.

C. Staffing.

Contractor shall ensure adequate and appropriate staffing is allocated to each CHIP activity. 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. Contractor 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 Contractor is an independent contractor.

D. Performance Monitoring.

Grantee will monitor the performance of the Contractor against goals and performance standards as stated above. Contractor shall provide Grantee all necessary reporting information as required by Development in the administration and review of the Project(s). Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by Grantee, contract suspension or termination procedures will be initiated.

a. Changes.

The County may request changes in the scope of the services of the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this contract.

b. Copyright.

No report, map or other document produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of the Contractor.

c. Findings Confidential

All reports, information and data prepared or assembled by the Contractor are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior approval of the County.

III. TIME OF PERFORMANCE

Activities of the Contractor shall commence and conclude in accordance with the terms of the Grant Agreement. Obligation of funds is documented and verified by submission of project set up forms to Development.

IV. BUDGET

CHIP funds shall be used solely for the stated purposes set forth in the Grant Agreement and Grant Application as summarized in Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the any reports required by Development, evidencing the costs incurred. If 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), the amounts improperly expended or not expended shall be returned to Grantee to refund, in turn, Development within thirty (30) days after the expiration or termination of this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

All costs incurred must be fully documented. In addition, Grantee may require additional detail budget breakdown. Contractor 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 Contractor and be in accordance with Grantee's Agreement with Development.

V. PAYMENT

Grantee shall provide CHIP Funds in an amount not to exceed Forty-Nine Thousand, Nine Hundred and Ninety-Nine Dollars (\$49,999). 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. Drawdowns for the payment of eligible expenses shall be made in accordance with

Attachment B and in accordance with performance. Expenses for general administration shall also be paid in accordance with Attachment B and in accordance with performance.

Payment to the Contractor of the CHIP Funds shall be made upon the timely submission to Grantee of a "Request for Payment and Status of Funds Report." Grantee reserves the right to suspend payments should the Contractor fail to provide required reports in a timely and adequate fashion or if Contractor fails to meet other terms and conditions of this Agreement.

Contractor shall keep all records of the CHIP Grant in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantee may withhold payment allocation requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

## 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  
President  
Fairfield County  
Board of Commissioners

210 E. Main St.  
Lancaster, Ohio 43130  
Telephone: 740-687-7191  
Fax: 740-687-6048  
[comm@co.fairfield.oh.us](mailto:comm@co.fairfield.oh.us)

Contractor  
Randall Hunt, Executive Director  
CAP Commission of the Lancaster-  
Fairfield County Area

1743 E. Main St.  
Lancaster, Ohio 43130  
Telephone: 740-653-4146  
Fax: 740-653-4462  
[Cdavis@faircaa.org](mailto:Cdavis@faircaa.org)

## VII. REPORTING AND COMPLIANCE

### A. Reporting Requirements

Contractor shall submit to Grantee the reports as required by Development and as requested by the Grantee.

B. Records, Access and Maintenance

Contractor shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by Grantee, 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 disallowances, litigation or dispute between Development 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), Contractor 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, Contractors shall make available to Grantee, for examination, and to Development, 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.

D. Audits

Contractor must follow the guidelines provided in the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook.

E. Use of Federal Grant Funds

Contractor 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 Development for the purposes of performing the work and activities as listed in Attachment A. Contractor shall fully reimburse Grantee for any cost of the Contractor which is disallowed by any federal agency and which must be refunded thereto by Grantee and Development.

VIII. GENERAL CONDITIONS

A. General Compliance.

Contractor also agrees to comply with all 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: Contractor accepts 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 in the performance of the work and activities authorized by this Agreement. Contractor accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

- (2) Ethics Contractor, 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. Contractor 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

Contractor 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

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

F. Equal Employment Opportunity / Nondiscrimination:

Pursuant to R.C. 125.111, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Contractor 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. Contractor 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. Contractor 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 Contractor 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. Compliance in the Provision of Training, Employment and Business Opportunities**

- (1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contract for works in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
- (2) The parties to this contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the department issued there under, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (3) The Contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the

subcontract upon a finding that he subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract 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 subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations

- (4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as specified by CFR Part 135.

I. Procurement

- (1) Compliance: Contractor 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 Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 or 24 CFR 85.36.
- (3) Travel: Contractor shall obtain written approval from Grantee for any travel outside the metropolitan area for which CHIP Funds are provided under this Agreement. All travel costs reimbursed with CHIP Funds shall not exceed the rates allowed under HUD-approved travel rules.
- (4) 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.
- (5) Subcontracts: Contractor 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. Contractor 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

- (6) Conflict of Interest: No personnel of Contractor, any subcontractor of Contractor, 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

Contractor 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. Contractor 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

Contractor 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.]

L. Liability

Contractor 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 Contractor, 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

Contractor acknowledges that the source of the CHIP Funds is a grant from Development and a Grant Agreement has been established between the Grantee and Development. Grantee shall have no obligation to advance or pay Contractor with any funds other than the CHIP Funds Grantee receives from Development.

N. Insurance & Bonding

Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

O. Grantee Recognition

Contractor 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 funding source. In addition, Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

P. Termination and Suspension Procedure

- (1) Termination and Suspension: Grantee may immediately terminate or suspend this Agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:
  - (a) Failure of Contractor to fulfill in a timely and proper manner any of its obligations under this Agreement.
  - (b) Failure of Contractor to submit reports that are complete and accurate.
  - (c) Failure of Contractor to use the CHIP Funds for the stated purposes in this Agreement.
  - (d) Termination of the CHIP funding by Development.
- (2) Effects of Termination: Within sixty (60) days after termination of this Agreement, Contractor shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantee, unless otherwise directed by Grantee. After receiving written notice of termination, Contractor shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Contractor shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
- (3) Forbearance Not a Waiver: No act of forbearance or failure to insist on the prompt performance by Contractor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantee of any of its rights hereunder

Q. Lobbying

- (1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of the agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CAP shall complete and submit Standard Form – LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- (3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

IX. 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 Fairfield County, 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 Contractor without the prior consent of the Grantee.

X. Compliance with Executive Order 2012-09S

Fairfield County as the Grantee affirms, understands and abides by the requirements of Executive Order 2019-12D issued by Ohio Governor Mike DeWine, which bans the expenditure of public funds on offshore services. The Grantee acknowledges that for purposes of the Executive Order grant funding provided to support a project or program of the applicant/Grantee is equivalent to a purchase of services by the State; "services" in the context of a grant means services that implement the project or program of the applicant/Grantee to the extent that such services are paid for or reimbursed with grant funds provided by the State or with match or cost share specifically required by the State as a condition to disbursement of the grant funds; investments by the Grantee in the project or program from non-State sources of funding other than amounts claimed as specifically required match or cost share are not subject to the Executive Order; the Grantee is equivalent to a "contractor," as that term is used in the Executive Order; and subgrantees, and contractors of the Grantee are equivalent to "subcontractors," as that term is used in the Executive Order.

The Grantee affirms that any of its contractors and subgrantees shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

Therefore, as a contractor or subcontractor for the purposes of administration and/or implementation of the Fiscal Year 2025 Fairfield County Community Housing Impact and Preservation Program, Community Action Program Commission of the Lancaster-Fairfield County Agency has received a copy of, understands and shall abide by the requirements of Executive Order 2012-09S.

XI. Compliance with Procuring a Contract for Administrative Services

This contract is below the \$50,000 threshold requiring competitive bid as per ORC 307.86.

Therefore, this contract is being awarded without the competitive bid process.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

Contractor: CAP Commission of the Lancaster-Fairfield County Area (Lancaster-Fairfield Community Action Agency)

By:   
Randall Hunt, Executive Director

Date: 5/23/2025

Grantee: Fairfield County Board of Commissioners

By:   
Aundrea N. Cordle, County Administrator

Date: 5/23/25

## **ATTACHMENT A SCOPE OF SERVICES**

### **ADMINISTRATIVE SERVICES TO BE PROVIDED BY LANCASTER-FAIRFIELD COMMUNITY ACTION**

#### **1. CHIP APPLICATION**

- Study the CHIP Application Requirements
- Attend Ohio Department of Development CHIP Workshops.
- Work with Local Officials in determining housing and related improvement needs.
- Coordinate and facilitate public hearings.
- Coordinate and facilitate Housing Advisory Council meetings.
- Work and meet with support agencies to coordinate project activities.
- Facilitate open communication with the Board of County Commissioners; and present progress reports and other relevant documents for their review.
- Assist the Fairfield County Commissioners in the preparation of the complete CHIP activities.
- Revise application as needed.
- Update policy and procedure manual if necessary.
- Answer questions and concerns regarding the implementation of the CHIP.
- Ensure staff capacity to undertake all CHIP activities.

#### **2. START-UP ACTIVITIES**

CAP Housing Program Staff members will provide these services:

- Administer policies and procedures.
- Complete Rehab Manual/Forms, and serve as County representative on all rehabilitation matters.
- Coordinate citizen participation activities.
- Conduct CHIP housing survey.
- Draft correspondence relative to initiation of the grant agreement for timely delivery to grantor.
- Develop time line for program implementation.
- Develop detailed budget for all projects and activities.
- Ensure establishment of system work processes and communication of those processes to CHIP staff.
- Liaison with Fairfield County to establish and maintain the CHIP fiscal system.
- Prepare financial management system and oversee its implementation.
- Arrange the necessary environmental reviews, historic preservation reviews, and flood plain notices and responses.
- Establish the record keeping system.
- Apply housing needs assessment information to enhance other available program services for LMI homeowners/homebuyers.
- Coordinate Fair Housing, Equal Employment Opportunity, minority and women entrepreneurship activities as they relate to the implementation of the PY 2025 CHIP.

- Work with the Fairfield County Housing Inspector (who is based with the Fairfield County Regional Planner's Office) to establish a system of controls for quality assurance in repair and rehabilitation program activities.
- Coordinate public awareness start-up activities.
- Oversee the development of the CHIP marketing and outreach program.
- Conduct procurement activities in compliance with applicable laws and OCD requirements.

### **3. GRANT ADMINISTRATOR SERVICES**

The CHIP Grant Administrator and support staff will provide support services for preparing bid packets, fair housing, equal opportunity, and other activities, as needed. The grant administrator will serve as the project representative on all administrative matters concerning application, amendments, monitoring, performance reports, workshops, audits, closeouts, etc. Specific services to be provided include, but are not limited to, the following:

- Facilitate open communication with the Board of County Commissioners. Answer questions/concerns regarding the successful implementation of the CHIP.
- Present progress reports and other relevant documents for the County Commissioners to review.
- Attend relevant housing program training as provided/recommended by OCD.
- Prepare status reports for OCD.
- Identify technical assistance needs and coordinate TA with OCD.
- Respond to complaints and establish a complaint board.
- Oversee procurement activities to insure compliance with all regulations.
- Oversee and implement housing activities.
- Provide counseling and alternate housing program referrals to those applicants who cannot be provided assistance.
- Coordinate flood plain issues.
- Coordinate historical issues.
- Implement citizen participation activities.
- Implement program changes as required by OCD and Fairfield County.
- Coordinate Fair Housing, Equal Employment Opportunity, and minority and women entrepreneurship activities as they relate to the CHIP.
- Oversee financial and records management activities.
- Supervise housing program staff.
- All other services as needed to implement all housing and other program activities.
- Review issues listed above with the Executive Director of the Fairfield County Regional Planner's Office.
- Other services as needed to assist County in meeting CHIP rules and regulations.
- Other related duties as required.

#### **4. HOUSING INSPECTION AND PROJECT MANAGEMENT SERVICES**

THE CAP Rehabilitation Specialist will work with the Regional Planner's staff, and will be accountable for the following responsibilities; to provide inspection services to include, but not limited to the following:

- Establish list of eligible contractors.
- Conduct bidding process in accordance with OCD requirements.
- Manage project schedules to ensure achievement of outcomes and objectives.
- Inspect properties and develop specifications.
- Review specifications with homeowner(s).
- Send out bid documents and assist with homeowner(s) in this regard.
- Review submitted bids with homeowner(s).
- Conduct pre-construction conference with both contractor and homeowner(s).
- Ensure completion and signing of all contracts and project implementation forms.
- Review pre-construction conference information with rehabilitation specialist.
- Conduct interim inspections during construction.
- Conduct final inspection upon completion of work with homeowner(s) and rehabilitation specialist.
- Conduct annual contractor performance reviews.
- Maintain contractor files; ensure filing of all current contractor certifications.
- Coordinate lead-based paint testing and clearance as needed.
- Coordinate OHPO project approval as needed.
- Attend relevant housing training provided by CHIP.
- Authorize contractor payments for completed work.
- Perform other related duties as required.

This service will be provided for the rehabilitation of approximately 5 owner units, 8 repair units, 1 New Construction Habitat for Humanity unit, and provide Tenant Based Rental Assistance to assist 2 to 3 families in a 24-month period.

#### **5. CASE MANAGEMENT SERVICES**

Case management services will be performed by the Program Administrator, inclusive of all day-to-day operations of the CHIP PY 2025 grant program. These activities include, but are not limited to the following:

- Attend and participate in relevant training opportunities to complete/obtain the required certifications for the implementation of the CHIP.
- Recommend type and scope of work activity to be undertaken.
- Maintain rehabilitation records.
- Serve as the local contact on rehabilitation matters.
- Receive and assist in resolving complaints on rehabilitation matters.
- Receive and process housing assistance applications.
- Verify eligibility of applicant(s).
- Review submitted bids with homeowner(s).



- Conduct pre-construction conferences with rehabilitation specialist, homeowner(s), county representative, and contractor.
- Undertake activities to assure compliance with fair housing, flood disaster protection, relocation, equal employment opportunity (when necessary), lead based paint hazards, and procurement assurances.
- Coordinate/cooperate with County Representative.
- Coordinate follow-up inspections during construction with rehabilitation specialist and county representative.
- Walk-through with contractors, homeowner(s), rehabilitation specialist, and county inspector to review all rehabilitation specifications.
- Execute HOME Written Agreements with home owners for HOME-funded projects in accordance with federal regulations.
- Assist in preparing performance and progress reports.
- Other related duties as required.

## **6. FAIR HOUSING EDUCATION SERVICES**

The fair housing education services will be the responsibility of the Program Administrator, working in collaboration with the Fairfield County Regional Planning Commission. These activities include, but are not limited to the following:

- Attend and participate in relevant fair housing training opportunities.
- Explain fair housing rights to customers.
- Train community groups on fair housing rights.
- Edit Fair Housing literature as needed.
- Distribute Fairfield County Fair Housing Brochures and Fair Housing Posters. Forward any fair housing complaints to the Fairfield County Regional Planning Commission.
- Participate with the Regional Planning Commission in conducting the Fair Housing Analysis of Impediments.
- Other related duties as required.

## **7. Grant Close Out**

- Perform review of all client and program files for compliance
- Balance out financial records
- Prepare report on final outcomes
- Participate in OCD monitoring
- Respond to OCD monitoring report

**ATTACHMENT B  
PAYMENT OF FEES**

Fairfield County shall compensate the Community Action Program Commission of the Lancaster-Fairfield County Area for all expenditures made in accordance with the administrative/project delivery budget of the CHIP Grant as approved by Development. Any changes to the budget shall receive prior approval by the Ohio Department of Development. Compensation shall be provided during the term of the Agreement and shall not exceed actual administrative and project delivery costs as estimated in the payment schedule provided below. The fees and payment schedule are based upon the assumption that the proposed goals of the CHIP will be met. The cost of implementation services shall be based on the inclusive rate of \$50 per hour of service and documented as such on all invoices and in project implementation files.

<u>Administrative Service</u>	<u>Amount</u>	<u>Time Frame</u>
<u>Application Preparation &amp; Citizen Participation</u>	\$ 4,000	Upon Release of Funds
<u>Financial Set Up, Environmental Review and Start up activities</u>	\$ 5,000	Upon Release of Funds
<u>Grant Administration Services</u>	\$12,000	As costs are incurred during biennium
<u>Fair Housing</u>	\$ 4,000	Upon Release of Funds PY 2025
<u>Grant Administration, Close Out</u>	\$4,000	As costs are incurred
<u>Case Management</u>	\$13,000	As costs are incurred during biennium
<u>Total</u>	\$42,000	

**Program Delivery Costs**

Program Delivery Costs will be charged to the individual project budgets of Private Owner Rehabilitation, and Home Repair (includes Home Repair – Septic). Program delivery activities will be tracked via a summary sheet to be included in each client/unit file. Program Delivery Costs incurred in excess of the maximum allowable project budget, those that are attributable to walk-away units, or in instances when a national objective is not met will be covered by administrative funds.

The following activities will be eligible for reimbursement as Program Delivery Costs:

1. Eligibility Award Process: Processing applications, client correspondence, acquiring documentation.

2. Case File Management: File review and maintenance, acquiring and updating information.
3. Database Management: Data entry, general review and maintenance of database.
4. Project Set-up Forms/ Client Files: General form set-up. Documents preparation.
5. Contractor File Maintenance: General contractor file maintenance. Job specific review and gathering documentation (insurance, bonding, workers' compensation).
6. Construction Management: Site visits by Housing Specialist to inspect work, address client/contractor issues etc.; ensure work conducted is in accordance with the State of Ohio's Residential Rehab Standards.
7. Inter-Agency Coordination: General coordination with local government agencies, commissioner meetings etc.
8. OHPO Review: Coordination with Ohio Historical Preservation Office.
9. Feasibility Inspection/ Rehab: First site inspection to determine site eligibility.
10. Initial Inspection/ Rehab: In-depth inspection, specification write-up.
11. Initial Inspection/ Home Repair: Same as Initial Inspection Rehab, less in-depth.
12. General Inspections: Coordination of inspections, codes offices, health departments, soil reviews, etc.
13. Home Owner Bidder Selection: Site visit with Home Owner to review and select bidders; collaborate with home owner in the preparation of bidding packets that meeting the requirements of ODOD/OCD
14. Bid Meeting/ Rehab: Site meeting with Housing Specialist, Home Owner and Contractor to review scope of work for bid submission.
15. Bid Meeting/ Home Repair: Same as Bid Meeting/ Rehab, less in-depth.
16. Bid Award/ Doc Prep: Hold bid opening meeting, review bids, issue award documents.
17. Pre-Construction Meeting/ Rehab: Site visit with Housing Specialist, Home Owner and Contractor to review scope of work to be performed.
18. Pre-Construction Meeting/ Home Repair: Same as Pre-Construction/Rehab, less in-depth.
19. Client Complaint: Address client complaints, generally requiring a site visit.
20. Full Rehabilitation Inspection: Full rehabilitation inspection including site visits, specification write-up, general research.
21. Home Repair Inspection: Same as rehab inspection, less in-depth review.
22. Auxiliary Costs: Eligible costs not defined by other definitions.
23. Risk Assessments: Lead risk assessments as required.
24. Clearance Inspections: Lead clearance inspections.
25. Mortgage Recording: Recording of legal documents, mortgages etc.
26. Project Set-up Forms/ Financial: General financial form set-up.
27. Process Pay Requests: Process pay requests, requires site visit meeting with home owner and contractor.
28. Change Order: Process change order request.
29. Closing fee: Closing documents preparation, closing meeting with client.

