

SPONSOR: Heath / Brown

ORDINANCE NO. 32-06

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN MULTICOM, INC., P.O. BOX 887, JACKSON, OHIO 45640, AND THE CITY OF JACKSON, OHIO, FOR CONSULTING SERVICES RELATED TO CDBG AND HOME FUNDED ACTIVITIES IN THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Jackson, Ohio is in the process of preparing and submitting a CHIP application with the State of Ohio; and

WHEREAS, if successful, the City of Jackson will need to hire a consulting firm to provide assistance in the CDBG and HOME related activities of the City; and

WHEREAS, as part of the CHIP application process the City of Jackson is required to have an agreement with a consultant; and

WHEREAS, Multicom, Inc. is capable of providing the required consulting services; and

WHEREAS, the City of Jackson intends to enter into an Agreement with Multicom, Inc. for the necessary consulting services, on the condition that any and all moneys to be paid under the Agreement are contingent upon the City being approved for and receiving grant funds for the CHIP program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

Section One. The Mayor and/or City Council President is authorized to enter into an Agreement, and to sign any associated or ancillary documents, between Multicom, Inc., P.O. Box 887, Jackson, Ohio 45640, and the City of Jackson, Ohio, to provide consulting services related to CDBG and HOME funded activities in the City of Jackson, Ohio. A copy of the Agreement is attached hereto as Exhibit "A". The cost of this contract shall not exceed One Hundred Five Thousand and No/100 dollars (~~\$105,000.00~~^{100,500}), and shall be paid only in the event the City receives a CHIP grant from the State of Ohio. In the event the City is not successful in


the application process and receives no grant monies, then the agreement with Multicom, Inc. shall be void and shall not be paid. This contract shall be paid from line item _____.

Section Two. This Ordinance is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health, or safety of the City of Jackson, in that it is necessary to enter into this agreement as soon as possible in order to commence with the timelines and requirements for the CDBG and HOME programs. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

Section Three. In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

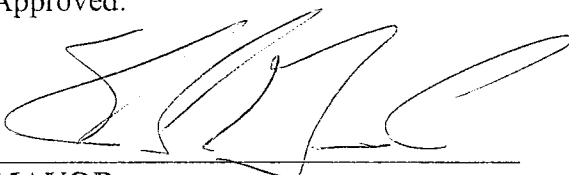
Section Four. It is hereby found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that the deliberations of this Council that resulted in such formal actions, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: 02/13/06


PRESIDENT OF COUNCIL


CLERK OF COUNCIL

Approved:


MAYOR

Date: 2/17/06

EXHIBIT "A"

MultiCom, Inc
Community Development Specialists

PO Box 887
Jackson, OH 45640

Ph: 740.286.4371
Fax 740.288.9843

AGREEMENT FOR
COMMUNITY DEVELOPMENT
CONSULTING SERVICES

THIS AGREEMENT, made and entered into on the ____ day of _____, 2006, by and between the CITY OF JACKSON, OHIO (hereinafter called the "Local Public Agency" [LPA]) and MULTICOM, INC. a corporation engaged in community development and housing, located in the city of Jackson, Ohio (hereinafter called the "Consultant") WITNESSETH:

WHEREAS, the Local Public Agency has entered into a Grant Agreement with the Ohio Department of Development for Round 18 FY 06 Community Improvement Program (CHIP) funds, and

WHEREAS, the Local Public Agency required professional and technical assistance with establishing and administering the various housing related activities provided for in the City's approved Round 18 CHIP application, and

NOW, THEREFORE, the Consultant proposes for consideration hereafter set forth to provide the following professional and technical services:

I. SCOPE OF SERVICES

The Consultant shall provide professional, administrative, and technical assistance to the Local Public Agency concerning the administration of the FY06 CHIP funded by the Ohio Department of Development under Grant Agreement No _____ and _____.

The Consultant shall, through its own staff and city office, and that of City approved subcontractors, undertake to administer and implement the various CHIP housing activities set forth in Grant Agreement No. _____ and _____. These tasks shall include the provision of a part time Program Director, Program Coordinator, Program Inspector, Specification Writer/Cost Estimator, Homebuyer Counselor, and Technical Administrator. These persons, together with the Consultant staff, shall be responsible for program operation except program bookkeeping.

These shall include the following:

Michael Stroth, Program Director and Prime Contractor

- Coordinate the activities and services of TRECO and LEIGHTY & SNIDER and all personnel who will be providing services to implement this program;
- hold meetings with potential contractors and program applicants to explain the program and its operation;
- inform and work with local financial institutions and realtors in developing and implementing and reviewing financing packages for the Homebuyer Assistance Program;
- overall CHIP management;
- primary contact person for Program;
- undertake initial inspections of structures to determine ORRS violations and work necessary to correct them;
- develop work specifications/estimates
- recommend applicants for approval
- provide office staff
- management of the rehabilitation process for all projects;
- on-site inspections and final inspection of all projects.

Deanna Stroth, Program Coordinator

- Maintain program and project files;
- Provide word processing;
- Issue project applications and related information to residents;
- Review applications for completeness, obtain additional information as needed, verify information;
- Work with Program Director/Inspector to bring applications to the point where they are approved or rejected;
- Keep basic program financial records;
- Prepare projects for bidding;
- Keep bid records;
- Oversee coordination with homeowners, banks, realtors, etc.;
- Represent City at financial closings;
- Coordinate specs with homeowner;
- Review all loan/grant documents;
- Review of financial structure of proposed loans on an as-needed basis;

- Provide Homebuyer Counseling to prospective buyers, using the FHLB Homebuyer Counseling package as a basic framework for this counseling;
- Provide Fair Housing information;
- Provide client followup.

Francis X. Leighty, Technical Advisor

- Prepare the "Policies and Procdures" manual for the operation of all program activities;
- Be available to review and provide technical assistance to the City and MultiCom on a wide variety of program issues including, but not limited to, program requirements, review of individual applications, financing mechanisms, and any such related items to either the overall program or individual projects;
- Assist in preparing reports to the Ohio Department of Development;
- Provide assistance with any other unusual items necessary to carry out the program.

II. ACTIONS BY THE LOCAL PUBLIC AGENCY

A. The Local Public Agency shall:

1. Be responsible for public hearings and public hearing notices;
2. Provide access to Local Public Agency staff and officials at appropriate and convenient times;
3. Provide the Consultant with timely policy decisions as they are necessary to forward the project. The Consultant shall not be held Responsible for delays resulting from the failure of the Local Public Agency to provide timely and appropriate policy direction of decisions;
4. Provide office space and furniture for the Program staff;
5. Provide support activities, materials, and supplies as necessary.

III. TIME OF PERFORMANCE

The services of the Consultant are to commence on _____, 2006, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Contract, but in any even all the services required hereunder shall be completed by _____.

IV. COMPENSATION

Compensation for the specified services in Section I will be computed on the basis of the following schedule of hourly rates for employees engaged in the work:

J. Michael Stroth	\$65.00
Deanna Stroth	35.00
Francis X. Leighty	100.00
Subconsultants	At Cost

These rates are applicable through December 31, 2008.

In addition, Leighty and Snider, Inc. will be compensated for reimbursable expenses away from its office in connection with work specified in this Contract. These expenses shall be limited to the following maximums:

Meals and Lodging	\$175/per day
Vehicle Mileage	IRS approved rate

The Consultant shall also be reimbursed, at cost, for all telephone calls, telegrams, and reproduction of documents and/or drawings away from the city office.

The Consultant shall maintain adequate records of the above mentioned travel expenses and these records shall be available for inspection by the LPA.

Reimbursement for travel expenses shall be made only after authorization in writing by the LPA.

The maximum compensation for the performance of the services specified in this Contract shall be **One Hundred Thousand, Five Hundred dollars (\$100,500.00)**. This amount includes Five thousand dollars (\$5,000) for the application preparation, and Two thousand five hundred dollars (\$2,500) for the Environmental Review (ERR). The Consultant agrees to use his best efforts to perform the services specified in this Contract within such estimated compensation. If at any times the Consultant has reason to believe that performance of this Contract will exceed the estimated compensation, the LPA shall not be obligated to reimburse the Consultant for compensation in excess of **One**

Hundred Thousand Five Hundred Dollars (\$100,500) and the Consultant shall not be obligated to continue performance under this Contract unless the maximum compensation is increased by a negotiated amendment.

V. METHOD OF PAYMENT

Payment for the services authorized under this Contract shall be made on a monthly basis. The Consultant shall invoice the LPA monthly for the services rendered during that month. Invoices shall be itemized to the extent of distinguishing payment for man hours, travel, and other expenses. Invoices shall be due and payable upon receipt by the LPA. The Consultant may, after giving seven (7) days written notice to the LPA, suspend services under this Agreement until the Consultant has been paid in full all amounts past due for services, expenses, and charges on accounts more than sixty (60) days past due. Total compensation for services under this Agreement shall not exceed the maximum sum of One Hundred Thousand Five Hundred Dollars (\$100,500).

VI. REMEDIES

Except as may be otherwise provided in this Contract, all claims, counter-claims, disputes and other matters in question between the LPA and the Consultant arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration of the parties hereto mutually agreed, or in a court of competent jurisdiction within the State in which the LPA is located.

VII. EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246

"During the performance of this Contract, the Contractor (Consultant) agrees as follows:

(1) The Contractor (Consultant) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of

compensation, and selection for training, including apprenticeship. The Contractor (Consultant) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor (Consultant) will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor (Consultant), state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor (Consultant) will send to each Labor Union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the Labor Union or Worker's representative of the Contractor's (Consultant's) commitments under Section 202 of Executive Order No 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor (Consultant) will comply with all provisions of Executive Order No 11246 of September 24, 1964 and by the rules, regulation, and relevant orders of the Secretary of Labor.

(5) The Contractor (Consultant) will furnish all information and reports required by Executive Order No 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's (Consultant's) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor (Consultant) may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided by Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The Contractor (Consultant) will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor (Consultant) will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor (Consultant) becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor (Consultant) may request the United States to enter into such litigation to protect the interest of the United States."

VIII. SEGREGATED FACILITIES

The Contractor (Consultant) will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Contractor (Consultant) will abide by the provision that no member, officer or employee of the (grantee), or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

X. COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)

The Contractor (Consultant) agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Contractor (Consultant) shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Contractor (Consultant) agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Contractor (Consultant) certifies that remuneration under this Contract shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

XIII. "SECTION 3" CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

"During the performance of this Contract, the Consultant agrees as follows:

"(1) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing 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 to lower-income residents of the project area and contracts of work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

"(2) The parties of this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual

or other disability, which would prevent them from complying with these requirements.

"(3) The Contractor (Consultant) will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

"(4) The Contractor (Consultant) will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor (Consultant) will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 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 requirement of these regulations.

"(5) 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 thereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135."

XIV. CIVIL RIGHTS ACT OF 1964, AS AMENDED

Under the Title I of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

XVI. "SECTION 504" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(1) The Contractor (Consultant) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor (Consultant) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor (Consultant) agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's (Consultant's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of labor issued pursuant to the Act.

(4) The Contractor (Consultant) agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's (Consultant's) obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor (Consultant) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor (Consultant) is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor (Consultant) will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper, and records of the Contractor (Consultant) which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

XVIII. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor (Consultant) shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor (Consultant) shall violate any of the covenants, agreements, or stipulations of this contract, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor (Consultant) of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor (Consultant) under this contract shall, at the option of the Agency, become its property and the Contractor (Consultant) shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor (Consultant) shall not be relieved of liability to the Agency for damages sustained

by the Agency, by virtue of any breach of the contract by the Contractor (Consultant), and the Agency may withhold any payments to the Contractor (Consultant) for the purpose of set-off until such time as the exact amount of damages due the Agency from the Contractor (Consultant) is determined.

XIX. TERMINATION OF CONTRACT FOR CONVENIENCE

Either party may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the Agency, become its property. If the Agreement is terminated by the Agency as provided herein, the Contractor (Consultant) will be paid an amount based on the time and expenses incurred by the Contractor (Consultant) prior to the effective date of such termination.

AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the City of Jackson, Ohio, as approved on the 13th day of February 2006.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date shown on Page 1 of the foregoing.

ATTEST:

FOR: JACKSON, OHIO

By: _____

Title

FOR: MULTICOM, INC

By: _____

President

FISCAL OFFICER'S CERTIFICATION

It is hereby certified that the funds required to meet this Agreement have been lawfully appropriated or authorized and are in the Treasury or are in the process of collection and are free from any obligation or certificates now outstanding.

DATE: _____

Fiscal Officer

APPROVED AS TO FORM

DATE: _____

Legal Counsel