

**CONTRACT FOR SERVICES
BETWEEN FRANKLIN COUNTY BOARD OF COMMISSIONERS
AND
THE AFFORDABLE HOUSING TRUST**

This Contract is made and entered into by and between Franklin County Board of Commissioners, 373 South High Street, 26th Floor, Columbus, Ohio 43215 (hereinafter referred to as the "County") and the Affordable Housing Trust (hereinafter referred to as the Affordable Housing Trust, 175 South Third Street, Suite #1060, Columbus, Ohio 43215.

BACKGROUND INFORMATION

- A. The Affordable Housing Trust was created as an independent, not-for-profit entity in 2001, in response to the effort by the City of Columbus and County to create more affordable homeownership and rental housing, and to strengthen neighborhoods within Columbus and Franklin County.
- B. The Affordable Housing Trust acts as an independent, non-profit lender for affordable new home and apartment development, and for the rehabilitation of vacant and abandoned residential buildings.
- C. The primary beneficiaries of the Affordable Housing Trust's programs are working-people and seniors in low- and moderate-income households.
- D. The Franklin County Board of Commissioners wishes to participate and give assistance to the Affordable Housing Trust through the appropriation of one half of the real estate conveyance fees collected to support the production of affordable units and the investment of affordable residential development and construction, as authorized under Section 307.698 of the Revised Code.
- E. This Contract is pursuant to Resolution No. _0135-22_____of the Franklin County Board of Commissioners.

PROVISIONS

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree to the following:

I. SCOPE OF SERVICE

- A. The Affordable Housing Trust hereby agrees to perform the following project services (the "Project Services") in order to meet the objectives outlined in Exhibit A attached hereto (the "Objectives"). The Objectives by which the Affordable Housing Trust will offer programs in pursuit of these goals are listed in Exhibit A, and are hereby a part of this Contract.
- B. The Objectives by which the Affordable Housing Trust will offer programs in pursuit of these goals are listed in Exhibit A, and are hereby a part of this Contract.

II. TERM OF AGREEMENT

This Contract shall be in force for the period January 1, 2022 through December 31, 2022.

III. COMPENSATION

- A. The County shall grant to the Affordable Housing Trust one half of the actual permissive conveyance tax collections, calculated at the rate of \$0.05 cents per hundred dollars of the value of transferred real property and manufactured homes. Installments shall reflect the conveyance tax proceeds actually collected during the preceding quarter.
- B. In 2022, permissive conveyance tax collections paid by the County to the Affordable Housing Trust are projected to be \$3,400,000 (three million, four hundred thousand dollars and no cents) for services rendered or performed related to the services outlined in Section I of this Agreement, and except that the County reserves and shall have the right and options set forth in Section IV hereunder.
- C. In the event that revenues generated by the transfer of real property and manufactured homes exceed the projected amount of \$3,400,000 (three million, four hundred thousand dollars and no cents), one-half of any excess revenues may be made available to the Affordable Housing Trust through a modification of this agreement, upon the County's election. If the County elects to proceed with such modification, the Affordable Housing Trust understands that any such excess revenues will be used by the Affordable Housing Trust to perform additional Project Services proportional to the increase in funding provided and after allocating up to 5% for the Affordable Housing Trust to provide its Project Services.
- D. The County shall not be obligated to compensate or reimburse the Affordable Housing Trust for any expenses incurred for services rendered or performed beyond the Time of this Contract as set forth in Section II hereof.

IV. CONDITIONS OF PAYMENT

Compensation as provided in this Contract shall be paid by County to the Affordable Housing Trust pursuant and subject to the following requirements and conditions:

- A. The Affordable Housing Trust agrees to use all monies received for expenses approved within this Agreement. No more than 5% of monies paid to the Affordable Housing Trust may be utilized for expenses related to the Affordable Housing Trust providing the Project Services. Any excess payments will be returned to Franklin County for future affordable housing projects.
- B. The Affordable Housing Trust will certify on a quarterly basis: loan activity, i.e., loans closed and committed, including loan amount booked, location, number and type of housing, and affordability.
- C. The Affordable Housing Trust agrees to submit to the County a financial report of monies received, and the purpose/use for which the monies were expended. If the County finds that the Affordable Housing Trust used such monies for any purpose not clearly a public purpose authorized by this Agreement, the County may terminate this agreement, withhold future payment and/or demand a refund of the unauthorized disbursements.
- D. Third and fourth quarter payments will be made available upon submission of the Mid-Year Grant Report by the Affordable Housing Trust to the County.

V. REPORTING

The Affordable Housing Trust agrees to submit to the County financial and performance reports pursuant to Section IV above and Exhibit A. Progress made in regards to the Performance Targets listed in Exhibit A should be highlighted in the performance reports. Mid-year financial and performance reports for the period of January 1, 2022 to June 30, 2022 will be due July 31, 2022. Final financial and performance reports for the period of July 1, 2022 to December 31, 2022 will be due January 31, 2022.

VI. TERMINATION OF CONTRACT

- A. Termination of Contract for Cause. If, through any cause, the Affordable Housing Trust shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Affordable Housing Trust shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Affordable Housing Trust and specifying the effective date of such action. In such event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports prepared by the Affordable Housing Trust under this Contract shall at the option of the County, become its property and the Affordable Housing Trust shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Affordable Housing Trust shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Affordable Housing Trust, and then the County may withhold payments to the Affordable Housing Trust for the purpose of compensation until such time as the exact amount of damages due to the county by the Affordable Housing Trust is determined. In addition, the County may recover funds that have already been disbursed to The

Affordable Housing Trust in the event of breach of the Contract by The Affordable Housing Trust.

- B. Termination for Convenience of County. The County may terminate this Contract at any time by giving at least thirty (30) days' notice in writing, except no notice is required when Federal funds or Authority have been withdrawn. If the Contract is terminated by the County as provided herein, the Affordable Housing Trust will be paid an amount which bears the same ratio to the total services covered by this Contract, less payment of compensation previously made; provided, however, that if less than six percent of the services covered by this Contract have been performed upon the effective date of such termination the County shall reimburse actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the Affordable Housing Trust during the Contract period which are directly attributable to the uncompleted portion of services covered by this Contract. If this Contract is terminated due to the fault of the Affordable Housing Trust, Paragraph A hereof relative to termination shall apply.
- C. Termination Close-out Reports. The Affordable Housing Trust agrees to submit to the County a contract close-out report, final invoice, and/ or settlement payments not later than ninety (90) days following the termination of this Contract, notwithstanding cause.

VII. SEVERABILITY

The provisions of this Contract are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

VIII. RECORDS

- A. The Affordable Housing Trust shall maintain accounts and records, including personnel, client, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County for a period of four years following the term of the contract.
- B. All disbursements made for this Contract shall be only for obligations incurred in the performance of the Contract and shall be supported by contracts, invoices, vouchers, and other data, as appropriate to support such disbursements. All disbursements for the Contract shall be for obligations incurred only after the effective date of this Contract, unless specific authorization for prior disbursements has been given in writing by the County.

IX. AUDITS AND INSPECTIONS

- A. The County may, at its discretion, conduct a full audit of all transactions involving this Contract on an annual basis or upon termination of this Contract to determine if the Affordable Housing Trust has used the funds solely for the purposes set-forth in this Agreement and for no un-allowed purposes. In the event that the final audit reveals that the Affordable Housing Trust owes the County additional funds, the Affordable Housing Trust shall reimburse the County within (90) ninety days following the final determination on the audit.
- B. At any time during normal business hours and as often as the County may deem necessary the Affordable Housing Trust shall make available to the County, for examination, all of its records with respect to all matters covered by this Contract. The

County may audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

X. CHANGES

This Contract and its exhibits and schedules and any documents referred to herein or annexed hereto constitutes the entire agreement between the parties. This Contract shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Contract. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such amendment and waivers shall only be binding against the County if signed by the Board

XI. RESPONSIBILITY FOR CLAIMS

The Affordable Housing Trust agrees to hold the County harmless from any and all claims for damages resulting from activities in furtherance of the work hereunder. The Affordable Housing Trust shall reimburse the County for any judgments for infringement of patent or copyright rights. The Affordable Housing Trust shall defend against any such claims or legal action if called upon by the County to do so.

- A. Indemnity. The Affordable Housing Trust agrees to indemnify, hold harmless and defend the County, and all of the officers, agents and employees of said County, from and against all liability, judgment or claims for bodily injuries to or death of, any and all persons (including the Affordable Housing Trust's employees) or damage to property caused by, or purportedly caused by the Affordable Housing Trust, its agents or employees' use of, or occupancy, or operations upon the demise of other assigned premises, or the Affordable Housing Trust's activities anywhere in connection with operations permitted under this Contract. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which may in any way, directly or indirectly, contingently or otherwise, affect either, and both have the right to participate in the defense of same to the extent of its own interest. Approval of policies by the County shall in no way affect or change the terms and conditions of this Indemnity Contract.
- B. Prohibition Against Political/Religious Activity. The Affordable Housing Trust shall not use any funds provided under the Contract for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities or services.

XII. NON-DISCRIMINATION CLAUSE

The Affordable Housing Trust agrees that in the hiring of employees for the performance of work under the contract, Affordable Housing Trust shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. That the Housing Trust or any person acting on behalf of Housing Trust, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

- A. By the signature affixed on Exhibit A-1 (*Non-Discrimination / Equal Opportunity Affidavit*), of Appendix A of the Contract, the Affordable Housing Trust certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.
- B. All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

XIII. LOBBYIST/CONSULTANT DECLARATION FORM

In order to maintain transparency in the County procurement process, each Offeror is required to list the name, company and address of any lobbyist or consultant that assisted them with the Community Partnership application which they are now submitting to the County for their consideration for an award. The information should be provided utilizing Exhibit A-3 of Appendix A. If more than one Lobbyist or Consultant provided assistant then the Offeror should provide one Exhibit A-3 for each one.

XIV. ACKNOWLEDGEMENT OF SUPPORT

- A. Where possible, all publicity releases, informational brochures, printed programs, publications and public reports pertaining to the approved funding subsidy must acknowledge support by inclusion of the Franklin County logo and/or in substantially the following form:

"This program (project, publication, etc.) was financially assisted by the Franklin County Board of Commissioners."

- B. Where possible, all publications, films, audio, and video recordings produced under a Franklin County Board of Commissioners Community Partnership must include acknowledgement of Commissioners support, by inclusion of the Franklin County logo and/or in substantially the following form:

"This program (project, etc.) was made possible in part by a Community Partnership funding subsidy from the Franklin County Board of Commissioners."

XV. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY

- A. Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Offeror against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this Contract, the Affordable Housing Trust warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24.
- B. If, after the Contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Affordable Housing Trust prior to the award, the Contract shall be void. The Affordable Housing Trust understands that Affordable Housing Trust shall be responsible to the County for any expenditure against the Contract.

XVI. SUSPENSIONS AND DEBARMENTS

The Contractor states that it has not been suspended or debarred from doing business with the State of Ohio and is not listed on the Federal List of Excluded Parties Listing System <https://epls.arnet.gov/>.

XVII. LEGAL COMPLIANCE

The Affordable Housing Trust agrees to comply with all applicable local, state, and federal laws in the performance of the work specified in this Contract including applicable state and federal laws regarding drug-free work places. The Affordable Housing Trust accepts full responsibility for payment of all taxes and insurance premiums including, but not limited to unemployment compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Affordable Housing Trust in the performance of the work specified in this Contract.

XVIII. INDEPENDENT STATUS OF THE CONTRACTOR

- A. The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.
- B. The Affordable Housing Trust shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

XIX. WORKERS' COMPENSATION COVERAGE

The Affordable Housing Trust shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law.

XX. ETHICS

The Contractor and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

XXI. CONSENT TO ASSIGN

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing including any assignment through a merger or other corporate reorganization. Any purported assignment made without County's written consent is void and may be subject to termination of the contract. County may assert against an assignee any claim or defense County may have against the assignor.

XXII. ELECTRONIC SIGNATURES

This Agreement may be executed with signatures delivered by either facsimile or scanned e-mail and copies of such signatures so delivered shall be deemed originals. The undersigned warrant their authority to execute this Agreement.

XXIII. SURVIVORSHIP

All sections herein relating to payment, indemnification, publicity, limitations of warranties and limitations on damages shall survive the termination of this contract.

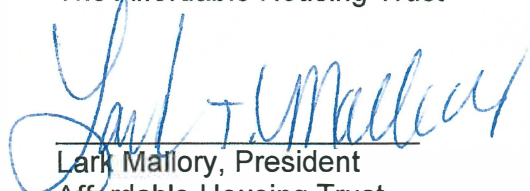
XXIV. HEADINGS

The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals this

__February__22_____, 2022.

The Affordable Housing Trust

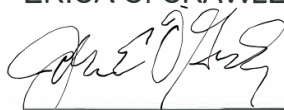


Lark Mallory, President
Affordable Housing Trust
175 South Third Street, St. #1060
Columbus, OH 43215

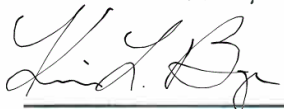
Franklin County Board of Commissioners



ERICA C. CRAWLEY, PRESIDENT

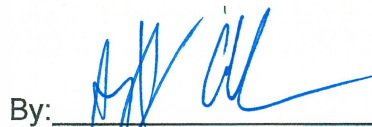


JOHN O'GRADY, COMMISSIONER



KEVIN L. BOYCE, COMMISSIONER

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio



By: _____
Assistant Prosecuting Attorney



Date