

FAIRFIELD TOWNSHIP
RESOLUTION NO. 23-132

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN THE PROJECT
AGREEMENT WITH BUTLER COUNTY FOR THE PATER AVENUE STORMWATER
IMPROVEMENT PROJECT.**

WHEREAS: CDBG funding has been awarded in the amount of \$300,968 for the stormwater improvements on Pater Avenue; and

WHEREAS: The CDBG Grant Program provides communities with resources to address a wide range of unique community development needs; and

WHEREAS: Residents on Pater Ave will benefit from the installation of a storm sewer pipe, catch basin, and roll curb along the east side of Pater Avenue; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Administrator to sign the project agreement with the Board of County Commissioners of Butler County for the Pater Avenue stormwater improvements.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: October 10, 2023

Board of Trustees

Vote of Trustees

Michael Berding: _____

Yes

Shannon Hartkemeyer: _____

Yes

Joe McAbee: _____

Yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 10th day of October, 2023.

ATTEST:

Shelly Schultz

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L.E. Barbieri

Lawrence E. Barbieri, Township Assistant Law Director

PROJECT AGREEMENT

CDBG 2023

THIS AGREEMENT, on the _____ day of _____, 2023, between the Board of County Commissioners of **Butler County, Ohio**, hereinafter referred to as "**County**" and the Board of Township Trustees of **Fairfield Township**, Butler County, Ohio, hereinafter referred to as "**Township**".

WHEREAS, a project or activity, described as Stormwater Improvements on Pater Ave, hereinafter referred to as "**Project**", has been approved and funded in the amount of \$300,968 (Three Hundred Thousand and Nine Hundred Sixty-Eight Dollars) under the Butler County Entitlement Program; and

WHEREAS, the parties desire to define their rights and duties by execution of this Project Agreement.

Now, therefore, the parties hereby agree as follows:

1. Pursuant to R.C. §307.15, the parties agree that County shall undertake to perform the Project, and is hereby authorized by Township, to exercise any power, perform any function, or render any service, on behalf of Township or its legislative authority, that Township or legislative authority may exercise, perform, or render in connection with the Project. County may assign the performance of tasks, or duties, in connection with the Project to such County officers, officeholders, departments, agencies, employees or agents as County determines is appropriate under the circumstances.
2. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County and Township. Details regarding Section 3 requirements are in Appendix A.
3. Pursuant to Pub. L. No. 117-58 §§70914 of the Build America, Buy America Act ("BABA") of the Infrastructure Investment and Jobs Act ("IIJA") of 2021, the parties agree to comply with the following Buy America preference:
 - a. All iron and steel used in the Project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. All manufactured products used in the Project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
 - c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

4. County is hereby granted the right to enter upon any property owned, leased, or controlled by Township for the purpose of performing the Project, subject, however, to advance notice to, and supervision by, Township.
5. Other than those funds committed to the performance of the Project pursuant to the Butler County Entitlement Program, Township shall be responsible for the costs of performing the Project, and for any claims, or expenses, which arise out of the performance of the Project, except as may be directly and proximately caused by the gross negligence of County. Township shall, upon receipt of an invoice from County, immediately reimburse County for any such costs, claims or expenses.

This agreement has been approved by the legislative authority of the Township by resolution or ordinance attached and made part of this Agreement.

BUTLER COUNTY:

Judi Boyko, Administrator

APPROVED AS TO FORM ONLY:

Mary Anne Nasdrillo
Assistant Prosecuting Attorney

TOWNSHIP:

Joe M. Alb
Trustee

Sharon Harkness
Trustee

A. B.
Trustee

Appendix A

Section 3 Clause

a. Compliance

The parties agree to comply with these "Section 3" requirements:

"The work to be performed under this Agreement is a Project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the Project area, and that contracts for work in connection with the Project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Cincinnati-Middletown-OH-IN-KY metropolitan statistical area in which the Project is located."

The parties further agree to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations that opportunities for training and employment arising in connection with a housing home repair (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the Cincinnati-Middletown-OH-IN-KY metropolitan statistical area in which the CDBG-funded Project is located; and where feasible, priority for employment should be given to Section 3 Workers residing within a one-mile radius (or a radius that included 5,000 people) of the Project or the neighborhood in which the Project is located, and to YouthBuild participants; and

To the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the Cincinnati-Middletown-OH-IN-KY metropolitan statistical area in which the CDBG-funded Project is located; where feasible, priority should be given to business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood in which the Project is located, and to YouthBuild programs; and the parties will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

b. Notifications

The parties agree to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its 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. The notice shall describe the Section 3

preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c. Engagement

The parties agree to engage in qualitative efforts including but not limited to:

- i. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- ii. Providing training or apprenticeship opportunities.
- iii. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, and childcare).
- iv. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
- v. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
- vi. Engaging in outreach and referrals with OhioMeansJobs.com, a one-stop shop for Ohio-based companies.

d. Retention

The parties will retain all documentation, contracts, and records for a minimum of five (5) years.