

**IN THE MATTER OF AUTHORIZING REVISIONS TO LUNCH PERIOD AND NURSING HOURS FOR
AUGLAIZE ACRES EMPLOYEES; SAME EFFECTIVE SEPTEMBER 3, 2009.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 30th day of July, 2009.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was received by the Board of County Commissioners from Auglaize Acres Administrator Nick Scheck:

Date: July 20, 2009
To: Board of County Commissioners
From: Nick Scheck, LNHA Administrator
RE: Unpaid Lunch Period & Hours

In accordance with the new labor agreement, I would like to make a recommendation to change the lunch period at Auglaize Acres from a 30-minute paid lunch to a 30-minute unpaid lunch effective September 3, 2009. All employees would be required to punch in and punch out each day during their lunch period.

I would like to make a recommendation to change the nursing hours as such: 1st shift - 6:00 am - 2:30 pm, 2nd shift - 2:00 pm - 10:30 pm, 3rd shift - 10:00 pm to 6:30 am. Other departments will schedule their lunch times to be the most efficient time for their department.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the revisions to the 30 minute unpaid lunch period and the nursing hours for all employees at Auglaize Acres as recommended by Auglaize Acres Administrator Nick Scheck; and,

BE IT FURTHER RESOLVED that said changes will be effective September 3, 2009.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
30th day of
July, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A
SUBORDINATION AGREEMENT FOR THE BENEFIT OF CHIP RECIPIENTS, BRIAN D. AND
MEGAN J. JACKSON.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 30th day of July, 2009.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on April 21, 2008, executed a Mortgage in favor of the Board of County Commissioners as the Board authorized the expenditure of CHIP funds in the total amount of \$29,987.00 for the renovations of the property where Brian D. and Megan J. Jackson now reside in the City of Wapakoneta, Ohio; and,

WHEREAS, Brian D. and Megan J. Jackson have now requested the Board to execute another subordination agreement so as to allow them to secure a loan in the amount of \$100,608.00; and

WHEREAS, the Board finds the request to be acceptable as the appraised value of the property is \$98,000.00..

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board to execute the subordination agreement for the benefit of CHIP recipients Brian D. and Megan J. Jackson; and,

BE IT FURTHER RESOLVED that a fully executed copy of this agreement be hereto attached and thus become a part of this Resolution.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
30th day of
July, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Attachment

- Cc: Brian D. & Megan J. Jackson
Mortgage Investors Corporation (MIC) – Karen Hitsman
CHIP file
Prosecuting Attorney – Ed Pierce
County Recorder – Ann Billings

IN THE MATTER OF ENTERING INTO A SUBRECIPIENT AGREEMENT WITH MIAMI COUNTY COMMISSIONERS FOR FUNDING FROM FY2008 NEIGHBORHOOD STABILIZATION PROGRAM GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 30th day of July, 2009.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Department of Development, under Title III of the Housing and Economic Recovery Act. of 2008 through the Community Development Block Grant/Neighborhood Stabilization Program (NSP) has awarded funding to Region 13 of which Miami County Board of Commissioners has been designated the Lead Entity; and,

WHEREAS, Auglaize County, being part of Region 13, has applied and been awarded, through and with Miami County Board of Commissioners, for funding to demolish one vacant residential property in the NSP Target Area ; and,

WHEREAS, said NSP activity project meeting the necessary criteria for demolition and was allocated \$22,000 which includes \$20,000.00 for demolition of blighted structures and activities delivery costs and \$2,000.00 for General Administration costs; and,

WHEREAS, the Miami County Board of Commissioners has forwarded to Auglaize County a subrecipient agreement for the use of above mentioned funds for said project, requesting the Auglaize County Commissioners execute said agreement

NOW THEREFORE, BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby approve the subrecipient agreement with Miami County Board of Commissioners for the Community Development Block Grant/Neighborhood Stabilization Program (NSP) for the project so mentioned above; and,

BE IF FURTHER RESOLVED, that the Auglaize County Board of Commissioners does authorize the execution of the subrecipient agreement with Miami County Board of Commissioners; and,

BE IT FURTHER RESOLVED, that a copy of said agreement be hereto attached and thus be made a part thereof..

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
30th day of
July, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer *Yes*
Douglas A. Spencer

Don Regula *yes*
Don Regula

John N. Bergman
John N. Bergman

FY 2008 NEIGHBORHOOD STABILIZATION PROGRAM GRANT

REGION 13
SUBRECIPIENT AGREEMENT BY AND BETWEEN
MIAMI COUNTY BOARD OF COMMISSIONERS
AND
AUGLAIZE COUNTY BOARD OF COMMISSIONERS

THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as Agreement) is entered into effective the 30 day of July, 2009 by and between the **Miami County Board of Commissioners, Miami County, Ohio, an Ohio County** (hereinafter referred to as the Lead Entity) and the **Auglaize County Board of Commissioners, Auglaize County, Ohio, an Ohio County** (hereinafter referred to as Cooperating Entity) to undertake the Community Development Block Grant/Neighborhood Stabilization Program as approved by the State of Ohio, Department of Development (hereinafter referred to as ODOD).

WHEREAS, Lead Entity, in conjunction with the Cooperating Entity, has applied for and has been awarded funds from ODOD under Title III of the Housing and Economic Recovery Act of 2008 through the Community Development Block Grant/Neighborhood Stabilization Program (hereinafter referred to as NSP); and

WHEREAS, Lead Entity and Cooperating Entity wish to set forth the responsibilities and obligations of each in undertaking the NSP and in utilizing such funds.

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

I. SCOPE OF PROJECT

A. Activities

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

B. National Objectives

All activities funded with NSP funds must meet the Community Development Block Grant Program's NSP income eligibility requirement of benefit to low- and moderate- and middle-income (hereinafter referred to as LMMI) persons in order to meet the National Objective of the NSP. A person is considered LMMI if the household in which the person resides has household income at or below 120% of the Area Median Income adjusted for household size and county.

Cooperating Entity certifies that the activities carried out under this Agreement will meet the NSP LMMI income eligibility requirements as follows:

Income Eligibility Requirements - The activities as set forth in Attachment A to this Agreement must either:

1. Serve an area in which 51% of residents have household income at or below 120% Area Median Income adjusted for household size and county. Thus, the activities are to be located in U.S. Census Block Groups where more than 51% of the households in the Blocks Groups had incomes per the 2000 U.S. Census at or below 120% of Area Median Income adjusted for household size and county; or
2. Within ten (10) years of purchase of a property, provide direct benefit to an income-eligible LMMI household, provide direct benefit to an LMMI limited clientele household, or serve an LMMI area as described above in requirement one.

II. SCOPE OF SERVICES

A. Implementation

Cooperating Entity will be responsible for the implementation of the NSP for Program Year 2008 activities set forth in Attachment A in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Grant Agreement between Lead Entity and ODOD. Such implementation will include the following activities eligible under the NSP:

1. Demolition of Blighted Structures where no acquisition of the property occurs and with no required reuse of the property in areas with at least a 51% concentration of LMMI households;
2. Demolition of Blighted Structures with redevelopment of the property in order to provide a direct LMMI benefit, a direct LMMI limited clientele benefit, or an LMMI area benefit within ten (10) years of purchase of the property;
3. Activity Delivery Costs including, but not limited to, architectural or engineering services and property inspections; preparation of demolition plans and specifications; appraisals, title searches, and legal fees; environmental assessments and surveys; and contract management, labor standards compliance and project completion inspections; and
4. General Administration Costs, including, but not limited to, overall program management, coordination, monitoring and evaluation; program fiscal management including budgeting, submission of invoices and payment of contractors and vendors; and preparation of performance reports.

B. Levels of Accomplishment – Goals and Performance Measures

Cooperating Entity shall be responsible to accomplish the levels of performance as set forth in Attachment A and report such measures as units redeveloped, units demolished, and persons or households assisted. Cooperating Entity shall also include timeframes for performance to the Lead Entity as requested.

C. Staffing

Cooperating Entity shall ensure adequate and appropriate staffing to undertake the activities identified in Attachment A is allocated to each NSP 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. Cooperating Entity shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Lead Entity shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Cooperating Entity is an independent contractor.

In addition, any changes in the key personnel assigned or their general responsibilities under this Agreement are subject to the prior approval of Lead Entity.

D. Performance Monitoring

Lead Entity will monitor the performance of Cooperating Entity in terms of goals and performance standards as stated above. Cooperating Entity shall provide Lead Entity all necessary reporting information as required by ODOD in the administration and review of the NSP funded activities. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Cooperating Entity within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated by Lead Entity.

III. TIME OF PERFORMANCE

Activities of the Cooperating Entity shall commence on or after **August 1, 2009**, and shall be completed by **December 31, 2012** (hereinafter referred to as the "Project Timeframe"). Given the immediate response nature of NSP, all NSP funded activities are expected to be completed within the Project Timeframe. Any NSP funded activities not completed as described in Attachment A may be subject to immediate recapture or reallocation by the Lead Entity.

IV. BUDGET

NSP Funds in an amount not to exceed **Twenty Two Thousand Dollars and No Cents (\$22,000.00)** shall be used solely for the stated purposes set forth in this Agreement and in Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other procurement data as appropriate, including any reports required by ODOD, evidencing the costs incurred.

Any and all interest earned on the NSP Funds shall be remitted to Lead Entity to remit, in turn to ODOD. If the NSP Funds are not expended in accordance with the terms, conditions and Project Timeframe set forth in this Agreement, or the total amount of the NSP Funds exceeds the eligible costs of the NSP funded activities, the amounts improperly expended or not expended shall be returned to Lead Entity to refund, in turn, to ODOD within thirty (30) days after the expiration or termination of this Agreement. Lead Entity shall require delivery before payment is made for purchased goods, equipment or services unless Lead Entity obtains satisfactory security from the vendor.

NSP activity project costs shall be paid in accordance with the budget allocations outlined in Attachment A and as shown below:

Demolition of Blighted Structures and Activity Delivery Costs	-	\$20,000
General Administration Costs	-	<u>\$ 2,000</u>
NSP Funds Total	-	\$22,000

All costs incurred must be fully documented. In addition, Lead Entity may require additional detailed budget information. The Cooperating Entity shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Lead Entity. Any amendments to the budget must be approved in writing by both Lead Entity and Cooperating Entity and be in accordance with Lead Entity's Grant Agreement with ODOD.

V. PAYMENT

Lead Entity shall provide NSP Funds in an amount not to exceed / **Twenty Two Thousand Dollars and No Cents (\$22,000.00)** for the sole and express purpose of undertaking the NSP funded activities specified in Attachment A. It is expressly agreed and understood that the total amount to be paid by the Lead Entity under this Agreement shall not exceed the NSP Funds.

ODOD "Drawdowns" by the Lead Entity for the payment of eligible expenses shall be made against the line item budgets specified in Section IV and Attachment A and in accordance with performance. Expenses for General Administration Costs shall also be paid against the line item budgets specified in Section IV and Attachment A and in accordance with performance. Cooperating Entity may use NSP General Administration funds to pay for Demolition Costs and Activity Delivery Costs.

Payments may be contingent upon certification of Cooperating Entity's financial management system in accordance with the standards specified in 24 CFR 84.21 or 85.21. Payment to Cooperating Entity of the NSP Funds shall be made upon the timely submission to Lead Entity of a "Request for Payment and Status of Funds Report". Lead Entity reserves the right to suspend payments should the Cooperating Entity fail to provide required reports in a timely and adequate fashion or if Cooperating Entity fails to meet other terms and conditions of this Agreement.

NSP Funds shall be deposited and maintained in a separate fund account upon the books and records of the Cooperating Entity. Cooperating Entity shall keep all records of the NSP Funds in a manner that is consistent with generally accepted accounting principles. All disbursements of the NSP Funds 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. All requests for payment shall be itemized by hard costs (physical work on the project), soft costs (activity delivery costs such as permits, fees, inspections, etc.), and general administrative expenses. All requests for general administration salary/wage reimbursement shall be accompanied by weekly or semi-weekly timesheets listing the dates of the work and the number of hours worked for said dates, and the type of activity or specific project for the corresponding dates and hours. Lead Entity may withhold payment allocation requests if Cooperating Entity 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 postage prepaid mail, 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 Agreement shall be directed to the following representatives:

Lead Entity

Nikki Reese, Community Development Program Manager
Miami County Economic and Community Development Department
510 West Water Street, Suite 110
Troy, Ohio 45373

937-440-8116 (Phone)
937-440-8123 (Fax)
nreese@co.miami.oh.us

Cooperating Entity

Joseph R. Lenhart, County Administrator
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895

419-739-6710 (Phone)
419-739-6711 (Fax)
commissioners@auglaizecounty.org

VII. REPORTING AND COMPLIANCE

A. Reporting Requirements

Cooperating Entity shall submit to Lead Entity the reports as required by the NSP and ODOD. All records of Cooperating Entity pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506 and the Ohio Small Cities CDBG Program Handbook, which is not attached hereto but is incorporated herein by reference.

B. Records, Access and Maintenance

Cooperating Entity shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by Lead Entity, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Lead Entity with respect to any questioned costs, audit disallowance's, litigation or dispute between ODOD and Lead Entity 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 Lead Entity shall require a review of the records related to the NSP funded activities, Cooperating Entity shall, at its own cost and expense, segregate all such records related to the NSP funded activities 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 Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Cooperating Entity shall make available to Lead Entity, for examination, and to ODOD, and other 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 Lead Entity to audit, examine and make excerpts or transcripts from such records.

D. Audits

NSP Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Cooperating Entity must follow the guidelines provided in the Office of Housing and Community Partnerships' Financial Management Rules and Regulations Handbook. An audited Lead Entity and or Cooperating Entity shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period.

E. Use of Federal Grant Funds

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

VIII. SPECIAL CONDITIONS

A. Demolition

The demolition of structures which are not blighted is prohibited.

B. Liens

Cooperating Entity agrees to record a lien on each property that is subject of a demolition project for not less than fifty percent (50%) of the total cost of the demolition, including the activity delivery costs associated with the actual cost of the physical demolition and site restoration. Prior to the commencement of a demolition project, waivers to the recording of a lien shall be considered by the Lead Entity on a case-by-case basis. Notwithstanding, the recording of a lien will not be required under the following circumstances:

- i. The property is owned by the Cooperating Entity.
- ii. The property is owned by a non-profit organization.
- iii. The property is owned by another unit of local government.
- iv. The property has existing tax assessment liens in excess of the projected market value of the property after demolition and restoration.

The forgiveness of a lien, or the negotiation of the terms of a lien whereby the lien is less than fifty percent (50%) of the total cost of the demolition, by the Cooperating Entity shall require the concurring approval of the Lead Entity. However, the forgiveness or renegotiation of a lien by the Cooperating Entity on or after May 31, 2023 shall not require concurring approval of the Lead Entity. Notwithstanding, prior to May 31, 2023, the Cooperating Entity may forgive or renegotiate a lien without concurring approval of the Lead Entity under the following circumstances:

1. Property ownership is transferred to a non-profit organization.
2. Property is redeveloped and ownership is transferred to a LMMI household.
3. Property ownership is transferred to adjoining property owner(s).
4. Property is redeveloped and rented to a LMMI household for not less than five (5) years in compliance with the Affordability Requirements shown below in Part E (4).

Any and all lien proceeds collected by the Cooperating Entity shall be considered NSP Program Income and shall be remitted to the Lead Entity within ninety (90) days of collection by the Cooperating Entity.

C. Program Income

Any NSP Program Income resulting from the Cooperating Entity's expenditure of NSP funds within the Project Timeframe must be expended on NSP eligible activities within the Project Timeframe upon reallocation of the Program Income to the Cooperating Entity by the Lead Entity. Any NSP Program Income received by the Cooperating Entity after the Project Timeframe shall be remitted to the Lead Entity within ninety (90) days of collection by the Cooperating Entity.

D. Finance Mechanism

The finance mechanism for any direct assistance to a homebuyer must be in the form of a zero (0%) interest, deferred loan, which will be completely forgiven over the affordability period. Development subsidies, which are eligible NSP costs, also cannot be charged to the homebuyer. In addition, all mortgages including first mortgages must be of a fixed interest rate and not exceed a 30-year term.

E. Affordability Requirements

1. For homeownership activities, housing cost burden, which is the homebuyers costs for principal, interest, taxes and insurance (PITI), shall not exceed 30% of the homebuyer's gross monthly household income.

2. For homeownership activities, long-term affordability requirements of the HOME Investment Partnerships Program found at 24 CFR 92.254 apply. The long-term affordability period is based on the dollar amount of final direct subsidy in the project. The final direct subsidy is defined as the amount of the NSP assistance that enabled the homebuyer to purchase the residential property.
3. For homeownership activities, "recapture" of the NSP proceeds is a permissible mechanism to recover all or a portion of the final direct subsidy if the homebuyer sells or transfers the residential property during the period of long-term affordability. Recapture involves the repayment of all or a portion of the NSP assistance and may include a formula for shared net proceeds at the option of Cooperating Entity. "Resale" provisions are not a permissible mechanism, with the exception of Habitat for Humanity projects.
4. For rental activities, rents cannot exceed the HOME Investment Partnerships Program rents for the period of long-term affordability. Tenant rents and incomes must be reverified annually during the period of long-term affordability. Long-term affordability of the HOME Investment Partnerships Program, found at 24 CFR 92.252(a)(c)(e) and (f) apply to rental activities. The long-term affordability period is based on amount of NSP assistance per unit.

D. Construction Standards

1. Housing rehabilitation activities must be implemented in accordance with ODOD's Non-Participating Jurisdiction Housing Handbook; or if the Cooperating Entity's local housing codes are more stringent than ODOD's Residential Rehabilitation Standards, the Cooperating Entity must comply with local housing code standard.
2. New construction must follow the housing and building codes currently in effect in the State of Ohio. The uniformly adopted versions of the codes by the State of Ohio are the International Property Maintenance Code, Residential Code of Ohio, Ohio Plumbing Code, Ohio Mechanical Code, National Electric Code, International Energy Conservation Code, and International Fuel Gas Code.
3. In terms of energy efficiency, ODOD encourages energy efficiency standards, such as the Leadership in Energy and Environmental Design Green Building Rating System or the Enterprise Green Communities Initiative.

E. Historic Preservation

1. Cooperating Entity agrees that no NSP funded activity may commence prior to the clearance of the activity by the Ohio Historic Preservation Office (OHPO) under the Section 106 Review Process of the National Historic Preservation Act of 1966. The Lead Entity shall undertake the Section 106 Review Process in compliance with its Coordination Agreement with OHPO. To facilitate OHPO clearance, Cooperating Entity shall provide the Lead Entity with the project location, including a map; a project description, including any work write-ups, plans or specifications; color photographs of all elevations of the buildings or site; date any buildings in the project area were built; and a statement of

whether any properties in the project area are listed in or are eligible for listing in the National Register of Historic Places.

IX. GENERAL CONDITIONS

A. General Compliance.

Cooperating Entity agrees to comply with the requirements of Housing and Economic Recovery Act of 2008 and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG including subpart K of these regulations), except that Cooperating Entity does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Cooperating Entity also agrees to comply with all other 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 Cooperating Entity 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 by the Cooperating Entity in the performance of the work and activities authorized by this Agreement. Cooperating Entity 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 In accordance with Executive Order 2007-01S, Cooperating Entity, 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. Cooperating Entity 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

Cooperating Entity represents and warrants that it does not owe: (1) any delinquent taxes to the Lead Entity, the State of Ohio (hereinafter referred to as 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.

D. Falsification of Information

Cooperating Entity represents and warrants that it has made no false statements to Lead Entity in the process of obtaining this award of the NSP Funds.

F. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization

If applicable, the Cooperating Entity must certify compliance with Ohio Revised Code Section 2909.33. For further information reference is made to <http://www.homelandsecurity.ohio.gov>.

G. Equal Employment Opportunity

Cooperating Entity will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Cooperating Entity 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. Cooperating Entity will, in all solicitations or advertisements for employees placed by or on behalf of Cooperating Entity, 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. Cooperating Entity will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which NSP Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Cooperating Entity will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

H. Prevailing Wage Rates and Labor Standards

In the commission of any of the NSP funded activities 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, Cooperating Entity 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), Cooperating Entity 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.

I. Procurement

(1) Compliance Cooperating Entity shall comply with current Lead Entity 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 Lead Entity upon termination of this Agreement.

(3) OMB Standards Unless specified otherwise within this Agreement, the Cooperating Entity 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 Cooperating Entity shall obtain written approval from Lead Entity for any travel outside the metropolitan area for which NSP Funds are provided under this Agreement. All travel costs reimbursed with NSP Funds shall be at the rates allowed under Lead Entity's approved travel policies.

(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 Cooperating Entity 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. Cooperating Entity 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 Cooperating Entity, any subcontractor of Cooperating Entity, 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 Lead Entity in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Lead Entity 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

Cooperating Entity 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. Cooperating Entity agrees to comply with the National Emission Standard for Hazardous Air Pollutants (NESHAP) Standards for Asbestos as regulated by the Ohio EPA (OAC 3475-20) and by the Ohio Department of Health (OAC 3701-34). Cooperating Entity 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

Cooperating Entity 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 Housing and Community Development Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Cooperating Entity shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a NSP-assisted project. Cooperating Entity also agrees to comply with applicable Lead Entity ordinances, resolutions and policies concerning the displacement of persons from their residences.

L. Liability

Cooperating Entity 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 Lead Entity) caused by the negligent acts or omissions, or negligent conduct of Cooperating Entity, 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 NSP Funds

Cooperating Entity acknowledges that the source of the NSP Funds is a federal pass-through grant to ODOD and a Grant Agreement between the Lead Entity and ODOD. Lead Entity shall have no obligation to advance or pay Cooperating Entity with any funds other than the NSP Funds Lead Entity receives from ODOD.

N. Insurance & Bonding

Cooperating Entity 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 Lead Entity.

Cooperating Entity shall comply with the bonding and insurance requirements of 24 CFR 84.31, 84.48, and 85.36, as applicable, Bonding and Insurance.

O. Grantee Recognition

Cooperating Entity shall ensure recognition of the role of Lead Entity in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source, which is NSP Region 13/Miami County Board of Commissioners. In addition, Cooperating Entity will include a reference to the support provided herein in all publications made possible with NSP Funds made available under this Agreement.

P. Termination Procedure

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

(a) Failure of Cooperating Entity to fulfill in a timely and proper manner any of its obligations under this Agreement.

(b) Failure of Cooperating Entity to submit reports that are complete and accurate.

(c) Failure of Cooperating Entity to use the NSP Funds for the stated purposes in this Agreement.

(d) Termination of the NSP funding by ODOD.

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

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

X. 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 Miami County, Ohio, and the parties agree that venue in such courts is appropriate.

B. Entire Agreement

This Agreement and its attachments, 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 Plan 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 NSP funded activities. 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 Cooperating Entity without the prior express written consent of the Lead Entity.

IN WITNESS WHEREOF, this Agreement was executed by representatives of the parties hereto as set forth hereinbelow:

MIAMI COUNTY, OHIO
BOARD OF COUNTY COMMISSIONERS
Lead Entity:

AUGLAIZE COUNTY, OHIO
BOARD OF COUNTY COMMISSIONERS
Cooperating Entity:

BY: _____
JOHN W. O'BRIEN, PRESIDENT

BY: Douglas A. Spencer
Douglas A. Spencer, President

BY: _____
RON WIDENER, VICE PRESIDENT

BY: Don Regula
Don Regula, Vice President

BY: _____
JOHN F. EVANS

BY: John N. Bergman
John N. Bergman

APPROVED AS TO FORM ONLY:

Elinor A. Peral
The Prosecuting Attorney of Auglaize County, Ohio

ATTACHMENT A

WORK PROGRAM/ACTIVITY DESCRIPTION:

Services to be Performed

Cooperating Entity will demolish not less than one (1) vacant residential properties in its NSP Target Area that are blighted or that have already been declared condemned and uninhabitable by the County's Health Department.

The maximum NSP cost per individual demolition project is \$30,000. In order for a residential property to be demolished and cleared, the structure must meet:

- a) the NSP definition of vacant or abandoned,
- b) the NSP definition of blighted, and
- c) the Cooperating Entity's criteria for condemnation.

Person or Entity providing the Services

The Cooperating Entity's County Administrator.

Location of the Project(s)

Areas within Auglaize County meeting the 120% Area Median Income Criterion for HERA Eligibility in Region 13 (see attached map of Qualifying Areas).

Manner and Means of the Services

The Cooperating Entity's County Administrator identifies vacant and abandoned properties. The Cooperating Entity determines whether the property is blighted and whether the property meets the Cooperating Entity's criteria for condemnation. The Cooperating Entity initiates condemnation proceedings against the property owner. The Cooperating Entity then consults with the property owner to determine the best course of action for the demolition (voluntary process vs. legal process). In the event the Cooperating Entity has excess NSP funds after demolishing all eligible "condemned properties", the Cooperating Entity will then seek property owners who will voluntarily agree to the demolition of their blighted and vacant or abandoned dwellings.

PROJECT COMPLETION REQUIREMENTS:

Project Timeframe

1. Cooperating Entity must obligate not less than \$5,500 of NSP funds by September 30, 2009 (\$5,500 is 25% of the \$22,000 NSP award). NSP Funds are considered obligated when the Lead Entity submits a site set-up form to ODOD.
2. Cooperating Entity must obligate not less than \$16,500 of NSP funds by March 31, 2010 (\$16,500 is 75% of the \$22,000 NSP award). NSP Funds are considered obligated when the Lead Entity submits a site set-up form to ODOD.
3. Cooperating Entity must obligate not less than \$19,800 of NSP funds by May 31, 2010 (\$19,800 is 90% of the \$22,000 NSP award). NSP Funds are considered obligated when the Lead Entity submits a site set-up form to ODOD.
4. Cooperating Entity must obligate one hundred percent (100%) of the NSP Funds by June 30, 2010 (\$22,000). NSP Funds are considered obligated when the Lead Entity submits a site set-up form to ODOD.

Completion of NSP Projects

1. The Cooperating Entity shall complete its first demolition project by March 31, 2010. NSP funds must be expended for this project by June 30, 2010.
2. The Cooperating Entity shall complete its second demolition project by August 31, 2010. NSP funds must be expended for this project by November 30, 2010.
3. The Cooperating Entity shall complete any additional demolition projects by December 31, 2010. NSP funds must be expended for any additional projects by March 31, 2011.
4. The Cooperating Entity must include a clause in each contract, funded in whole in part with NSP funds under this Agreement, stipulating that work be completed no later December 31, 2012.

BUDGET:

NSP activity project costs shall be paid in accordance with the budget allocations shown below:

Demolition of Blighted Structures and Activity Delivery Costs	-	\$20,000
General Administration Costs	-	<u>\$ 2,000</u>
NSP Funds Total	-	\$22,000