

County Commissioners Office
Auglaize County, Ohio
February 18, 2025

NO. #25-092

**IN THE MATTER OF RECOGNIZING THE 5TH ANNIVERSARY OF THE DOLLY PARTON'S
IMAGINATION LIBRARY OF OHIO FOR AUGLAIZE COUNTY.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the United Way of Auglaize County serves as the local program partner for Dolly Parton's Imagination Library of Ohio in Auglaize County. Since 2019, the United Way has worked diligently to increase program awareness, build enrollment, and plan for a sustainable future; and,

WHEREAS, since the arrival of the Imagination Library into Auglaize County 3,813 children have been impacted and 89,737 books have been provided to the children in Auglaize County; and,

WHEREAS, in 2024, the program celebrated these milestones:

- 1,948 children are currently enrolled and receiving a book each month which is delivered right to their home;
- 1,645 children celebrated their fifth birthday and graduated from the Imagination Library;
- 23,336 books were provided to children empowering families to read together;
- More than \$22,000 in donations and grants were secured to keep the program at no cost for families.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby recognize the 5th Anniversary of the Imagination Library of Ohio in Auglaize County. The Auglaize County Commissioners extends their congratulations on their 5th anniversary and their acknowledgement and appreciation for United Way's efforts, contributions and continued success in Auglaize County offering books to the children in Auglaize County.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: United Way

IN THE MATTER OF AUTHORIZING COMMISSIONER DOUGLAS A. SPENCER OF THE BOARD TO EXECUTE THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT AGREEMENTS FOR CDBG FUNDS AND HOME FUNDS FOR PROGRAM YEAR 2024.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on June 4, 2024, the Board of County Commissioners authorized the submittal of a grant application in the amount of \$1,000,000.00 to the Ohio Department of Development (ODOD) Office of Community Development (OCD) for funding via the Community Housing Impact and Preservation (CHIP) Program; and,

WHEREAS, the Board has received notice from the Ohio Department of Development (ODOD) Office of Community Development (OCD) that its funding request has been approved; and,

WHEREAS, the Ohio Department of Development (ODOD) Office of Community Development (OCD) has provided the Board with the two (2) separate grant agreements totaling \$1,000,000.00 in grant funding available through two (2) different sources; and,

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio has committed other leveraged funds of \$166,139.52 from the Program Income Fund (083); and,

WHEREAS, these grant agreements are to be executed by the Commissioner Douglas A. Spencer.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the Commissioner Douglas A. Spencer, to execute the following grant agreements with the Ohio Department of Development (ODOD) Office of Community Development (OCD) for the County's Community Housing Impact and Preservation (CHIP) Program and the Auglaize County's leveraged funds from Program Income Fund (083) of \$166,139.52:

Grant No. B-C-24-1AF-1

Source: CDBG Community Development Block Grant Program

Grant allocation: \$380,000.00

Grant No. B-C-24-1AF-2

Source: HOME Investment Partnerships Program

Grant allocation: \$620,000.00

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: ODOD
Kleinfelder
Auditor



Community Housing Impact and Preservation (CHIP) Program
Community Development Block Grant Program
GRANT AGREEMENT

Grantee Information	
Grantee:	Auglaize County Board of Commissioners
Grant Control No.:	B-C-24-1AF-1
Address:	209 S Blackhoof St Wapakoneta, OH 45895
Federal Tax ID:	34-6400073 UEI: M6N6K22WVQ36
Effective Date:	December 1, 2024 Grant End Date: April 30, 2027
Grant Funds:	\$380,000
Grantee Contact	
Grantee Contact:	Douglas Spencer
Title:	Chief Executive Officer
Phone Number:	(419) 739-6710 Email: dspencer@auglaizecounty.org
Program Funding Source	
Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Program Name:	Community Development Block Grant Program CFDA: 14.228
Federal Award ID	B-24-DC-39-0001 Federal Award Date: July 1, 2024
Indirect Cost Rate:	65.45% Total Federal Funds Obligated: \$45,492,764

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This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **State of Ohio, Department of Development (“Grantor”)** and **Auglaize County Board of Commissioners (“Grantee”)** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for providing funding to Ohio’s non-entitlement communities to improve and provide affordable housing for low- and moderate-income citizens. under the Community Housing Impact and Preservation (“CHIP”) program (the “**Project**”). This Agreement incorporates by reference the “**Scope of Work and Budget,**” which is attached as Attachment A; Program Requirements, which is attached as Attachment B; Contract Provisions, which is attached as Attachment C; Allowable Costs Policy and Procedure, which attached hereto as Attachment D; and Grantee Reporting Requirements, which is attached hereto as Attachment E; Grantee Assurances and Certifications, which is attached hereto as Attachment F; and Local Government Certifications to the State, which is attached hereto as Attachment G.

These Grant Funds are funded as a subaward from the State of Ohio’s allocation of Community Development Block Grant Program (“CDBG”) funds (Assistance Listing No. HI-00515R of 20515R), as authorized pursuant to Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.) and identified as federal award identification number B-24-DC-39-0001 with a federal award date of July 1, 2024, awarded by the United States Department of Housing and Urban Development to the State of Ohio. The CDBG is intended for the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By its duly authorized signature of this Agreement, Grantee expressly acknowledges and agrees to comply with all provisions herein, as well as the applicable requirements set forth under 42 U.S.C. 5301 et seq., 24 CFR 570, 2 CFR 200, and all other state, federal, or local laws, rules, and regulations, as applicable, including each of the requirements outlined in this Agreement. In addition, Grantee will determine prior to engaging in the Project that it has the institutional, managerial, and financial capability to ensure planning, management and completion of the Project.

1. Project Funding.

- (a) Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above the (“**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Attachment A.
- (b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

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2. **Payment of Grant Funds.** Grantor shall disburse the Grant Funds or cause the Grant Funds to be paid, following execution of this Agreement upon written request of Grantee. Grantee may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. Grantee shall submit to Grantor for review and approval requests for disbursement detailing expenditures to be incurred by Grantee and expected period of expenditure in accordance with the Project budget included in Attachment A. Subsequent disbursements may be withheld by Grantor if previous disbursements have not been expended or proof of expenditure of disbursed Grant Funds has not been supported by contracts, invoices, vouchers, paid receipts or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Attachment A. Grantee is prohibited from using Grant Funds for the purposes described in 24 CFR 570.210 and any other applicable provision of 24 CFR Part 570. Travel expenses will not be costs eligible for use of Grant Funds. Grantor shall be the sole judge of the adequacy of documentation of use of funds.

3. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the requirements of this Agreement, or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor or HUD determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor.

In addition, in the event of Grantee's noncompliance with the Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301, et seq.), and all other state, federal, or local laws, rules, and regulations, HUD may impose additional conditions on future award funds, if any, or take other available remedies as set forth in 2 CFR 200.339.

4. **Agreement Deadlines and Term.**

(a) **Project Completion.** Grantee shall complete the Project not later than the Grant End Date set forth on the first page of this Agreement. All eligible expenses for use of Grant Funds must be incurred by Grantee by the draw-down deadline and paid by Grantee no later than the Grant End Date. Grant Funds not expended by Grantee prior to the Grant End Date for eligible expenses incurred prior to the draw-down deadline are subject to return to HUD.

(b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Grant End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the "**Term**"). Terms of this Agreement that by their nature are intended to survive the Term or are required to survive the Term for compliance with the award of federal funds this Agreement is a sub-grant of shall survive the Term and remain in effect until such obligation or requirement is fulfilled.

5. **Reversion of Assets.** Upon the expiration of this Agreement, including termination

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provisions described in Section 10, Grantee shall transfer to Grantor any Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All real property under Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 shall either be:

- (a) Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Grantor; or
- (b) Not used in accordance with 24 CFR 570.503(b)(7)(i), in which event Grantee shall pay to Grantor an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

6. Non-Discrimination.

- (a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.
- (b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Right Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to the aforementioned factors. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

- 7. Reporting. Grantee agrees to comply with any reporting obligations as set forth in Attachment E and in accordance with 24 CFR 570.507, as it relates to the award of Grant Funds under this Agreement. Grantee also agrees to comply with any reporting requirements established by Grantor, the Office of Budget and Management, or the State of Ohio, as it relates to this Agreement. Furthermore, consistent with 2 CFR 200.303, Grantee agrees to maintain internal controls and proper documentation to support funds are appropriately expended in compliance with HUD's rules and regulations, this Agreement, and the Uniform Guidance. Grantee also agrees to provide Grantor with all necessary information to meet Grantor's reporting requirements to HUD. Grantor may request, and Grantee shall comply with, additional information as may be needed to meet HUD reporting requirements.

- (a) Final Performance Report. Within sixty (60) days after the Project is completed, whether on or before the Grant End Date, Grantee shall provide Grantor with a Final Performance Report

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in the form prescribed by Grantor and outlined in Attachment E.

(b) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Program Report or Final Performance Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(c) Remedy. Performance reports are essential for Grantor's administration of this grant. If Grantee fails to submit any Program Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Report is past due.

8. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with 24 CFR Part 570.503(a)(7)(ii), as described in Attachment E. Grantee agrees to maintain all records related to the award in accordance with the state's records retention schedules and shall make such records available to Grantor, State of Ohio, the Ohio Auditor of State, or other authorized auditors, agents, or representatives upon request. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. Grantee shall permit Grantor to inspect and copy, during normal business hours following at least 24 hours' prior notice, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (i) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States or the Government Accountability Office; (ii) include the rights to examine Grantee's accounts and funding sources within the control or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (iii) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (iv) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding Grant Funds and any transaction involving Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this sub-section for Grantee's books and records.

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- (c) Audits. If Grantee meets the requirements of 2 CFR 200, Subpart F, Audit Requirements must notify Grantor when its reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the audit package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, the Grantee may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Ohio Department of Development, Audit Office, Special Projects Coordinator, 77 South High Street, Columbus, Ohio 43215-6130.
- (d) Accounting Systems. Systems used by Grantee accounting for the use of Grant Funds must be in accordance with generally accepted accounting standards; 2 CFR 200 and applicable appendices; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee represents it has established procedures to ensure good fiscal and management practices to deposit and account for Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and HUD, the Comptroller General of the United States, or any of their duly authorized representatives for examination or copying upon a reasonable request.

9. Adherence to State and Federal Laws and Regulations.

- (a) General. Grantee shall comply with all applicable federal, state, and local laws and regulations in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations. For purposes of this section, compliance with all applicable federal, state, and local laws and regulations includes each of the following:
- (i) Compliance with the requirements of Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301, et seq.), 24 CFR 570, and guidance issued by HUD regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award;
 - (ii) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, except for the following provisions:
 - (1) Section 200.305 "Payment" is modified for lump sum drawdown for financing of property rehabilitation activities, in accordance with § 570.513.

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- (2) Section 200.306 “Cost sharing or matching” does not apply.
- (3) Section 200.307 “Program income” does not apply. Program income is governed by § 570.504.
- (4) Section 200.308 “Revisions of budget and program plans” does not apply.
- (5) Section 200.311 “Real property” does not apply, except as provided in § 570.200(j). Real property is governed by § 570.505.
- (6) Section 200.313 “Equipment” applies, except that when the equipment is sold, the proceeds shall be program income. Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient.
- (7) Section 200.333 “Retention requirements for records” applies except that:
 - (a) The retention period for individual CDBG activities shall be the longer of 3 years after the expiration or termination of the subrecipient agreement under § 570.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time;
 - (b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and
 - (c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.
- (8) Section 200.343 “Closeout” applies to closeout of subrecipients;
 - (iii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. In addition, Grantee certifies it has an active Unique Entity Identifier (formerly a DUNS number) and an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. Furthermore, Grantee certifies it has an active supplier record with the State of Ohio and federal tax identification number, as applicable;
 - (iv) Program Income requirements set forth in 24 CFR 570.504(c). At the end of the program year, the Grantor may require remittance of all or part of any program income

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balances (including investments thereof) held by the Grantor (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs;

- (v) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157);
- (vi) Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) and the implementing regulations in 24 CFR Part 75;
- (vii) Displacement, relocation, acquisition, and replacement of housing requirements in 24 CFR 570.606 and 24 CFR Part 42;
- (viii) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.) and implementing regulations in 24 CFR Part 1;
- (ix) Public Law 90-284, which is the Fair Housing Act (42 USC 3601-3620);
- (x) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107;
- (xi) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.);
- (xii) Section 110(a) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), 24 CFR Part 70;
- (xiii) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79, in accordance with 24 CFR Part 91;
- (xiv) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60;
- (xv) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- (xvi) Use of debarred, suspended or ineligible contractors or subrecipients, 24 CFR Part 5;

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- (xvii) Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- (xviii) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- (xix) New Restrictions on Lobbying, 24 CFR Part 87;
- (xx) Generally applicable federal environmental laws and regulations, including the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and the related authorities listed in HUD’s implementing regulations at 24 CFR parts 50 and 58;
- (xxi) Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p. 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and HUD’s implementing regulations at 24 CFR part 52, where applicable;
- (xxii) Eligibility restrictions for certain resident aliens in 24 CFR 570.613;
- (xxiii) Housing counseling regulations, if applicable, in accordance with 24 CFR 5.111;
- (xxiv) Build America, Buy America (“BABA”) Act, 41 USC 8301;
- (xxv) Waste, Fraud Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and HUD’s Office of Inspector General. Grantee must comply with 41 USC 4712, which includes informing your employees in writing of their rights and remedies in the predominant native language of the workforce. Under 41 USC 4712, employees of a government contractor, subcontractor, grantee, and subgrantee – as well as a personal services contractor – who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) gross mismanagement of Federal contract or grant; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or grant; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or grant;
- (xxvi) Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Grantor proof of any licensure, certification, permit, or accreditation upon request;
- (xxvii) Grantee certifies that it is in compliance with the terms and requirements of the Federal Funding Accountability and Transparency Act of 2006;

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(xxviii) Grantee acknowledges that activities under this agreement are subject to, where applicable, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R;

(xxix) The Violence Against Women Act (34 USC 12495);

(xxx) Grantee acknowledges and agrees that the United States expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.

(b) Ethics. In accordance with Ohio Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Ohio Executive Order 2019-11D, (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. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, 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) Conflict of Interest. Grantee understands and agrees to comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318, if applicable. If the foregoing is not applicable, Grantee shall comply with the conflict of interest provisions in 24 CFR 570.611. Grantee must disclose in writing to Grantor and to HUD any potential conflict of interest affecting the award of Grant Funds in accordance with 2 CFR 200.112.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In

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addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1). Furthermore, Grantee acknowledges that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(f) Labor Standards. Section 110(a) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.) contains labor standards that apply to nonvolunteer labor financed in whole or in part under this Agreement. In accordance with the foregoing, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 apply to the use of volunteers

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncorrected for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor’s obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- (ii) Demand Repayment of Grant Funds. If Grantee fails to complete the Project as required under Section 4(a) and detailed in Attachment A, Scope of Work and Budget, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

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- (iii) Recoupment of Funds. Grantee's award and use of Grant Funds is subject to recoupment by HUD and/or Grantor for Grantee's failure to use Grant Funds in strict compliance with this Agreement.
- (iv) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under 24 CFR Part 570 or 2 CFR Part 200, Subpart D, this Agreement, or any other applicable state or federal law.
- (c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- (d) Termination for Cause. Pursuant to 2 CFR 200.339, Grantor may terminate this Agreement, in whole or in part, for cause upon ten (10) days' notice to Grantee if Grantee fails to comply with the terms of this Agreement.
- (e) Termination for Convenience. This Agreement may be terminated for convenience, in whole or in part, as follows:
 - (i) By Grantor with consent of Grantee. Grantor and Grantee shall agree upon the termination conditions, including the effective date of termination and, in the case of partial termination, the portion to be terminated;
 - (ii) By Grantee upon written notification to Grantor. Written notification by Grantee must set forth the reasons for termination, the effective date of termination, and, in the case of partial termination, the portion to be terminated; however, for partial termination, Grantor may terminate this Agreement in its entirety and recoup all Grant Funds disbursed to Grantee if Grantor determines, in its reasonable discretion, the remaining portion of the Project will not accomplish the purpose for which the award of Grant Funds under this Agreement was made.
- (f) Termination for Withdrawal, Reduction, or Limitation of Funding. In the event Grant Funds are not received by the State of Ohio from the federal government, funding is withdrawn, reduced, modified, or limited in any way after the Effective Date of this Agreement and prior to the draw-down deadline, Grantor may terminate this Agreement as to funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that Grantor deems the continuation of the award of Grant Funds is no longer in the best interest of the public, Grantor may terminate this Agreement effective upon receipt of written notice from Grantor by Grantee.
- (g) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report substantially in the form of the report

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required under Section 7(b) of this Agreement. The final report shall be signed and certified in the same manner as the reports required by Section 7(c) of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(h) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

11. Liability. Grantee 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, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, 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.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Department of Development
77 South High Street
Columbus, Ohio 43215-6130
ATTN: Grants Manager

If to Grantee:

To the Grantee Contact and address as
set forth on page one of this Agreement.

With a copy to the Chief Legal Counsel,
Development

14. Offshore Services. Grantee affirms it has read and understands Ohio Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in its undertaking of the Project and use of Grant Funds.

15. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to

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all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Entire Agreement. This Agreement, including its attachments and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(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. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

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- (j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- (k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) Grantor's Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.
- (m) Execution Counterparts/PDF. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
- (n) Program Income. Grantee shall remit all program income, as defined in 24 CFR 570.500(a), to Grantor at the end of the Federal program year (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).

[Signature Page Follows]

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Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representative as of the dates set forth below their respective signatures effective as of the Effective Date.

Grantec:

Auglaize County Board of Commissioners

Grantor:

**State of Ohio
Department of Development**

Authorized Official

Lydia L. Mihalik
Director

Sign:  _____ Sign: _____

Print: Douglas A. Spencer _____ Print: _____

Title: Commissioner _____ Title: _____

Date: 2.18.2025 _____ Date: _____

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Attachment A:

Scope of Work and Budget

This Scope of Work and Budget contains the activities to be completed by Grantee and incorporates by reference Grantor’s CHIP Program application, the documents and materials incorporated by reference in Grantor’s CHIP Program application, Grantee’s application submitted to and approved by Grantor (the “**Application**”), and the documents and materials incorporated by reference in the Application. In the event of a conflict between a term in this Scope of Work and Budget and any of the documents incorporated herein, the terms of this Scope of Work and Budget take precedence.

Grantee Information	
Grantee	Auglaize County Board of Commissioners
Address	209 S Blackhoof St Wapakoneta, OH 45895
County	Auglaize
Phone	(419) 739-6710
FTI Number	34-6400073
UEIN	M6N6K22WVQ36

Grant Information	
CFDA	14.228
HUD Grant Funding Source	2024 CDBG- DEVFCD24
Program	Community Housing Impact and Preservation Program
Grant Number	B-C-24-1AF-1
Grant Award	\$380,000

Grant Dates	
Award Date	December 1, 2024
Work Completion Date	February 28, 2027
Draw Date	March 31, 2027
Grant Completion Date	April 30, 2027

Project Description
 Auglaize County has been awarded \$1,000,000 through the Community Housing Impact and Preservation (CHIP) Program. The CHIP Program eligible activities will be made available to qualified low and moderate-income residents. The program activities are as follows: Owner Rehabilitation \$580,000 to complete 9 units; Owner Home Repair \$300,000 to complete 10 units; and will include the required Fair Housing component. Partnering jurisdiction(s) include the Cities of St. Marys and Wapakoneta.

Partnering Jurisdiction(s)
 St. Marys
 Wapakoneta

Source of Funds		
Provider	Amount	Fund Category
Auglaize County	\$136,202	Home Program Income
		Other Leveraged Funds

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Grant Funds	\$1,000,000
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Awarded Program Budget				
Project Category/Activity Name	Total Program Budget	HOME	CDBG	OHTF
1-Repair Assistance/1-Home / Building Repair	\$300,000	\$0	\$300,000	\$0
2-Rehabilitation Assistance/1-Private Rehabilitation	\$716,202	\$580,000	\$0	\$0
3-Administration / Fair Housing/1-Fair Housing Program	\$6,000	\$0	\$6,000	\$0
3-Administration / Fair Housing/2-General Admin	\$114,000	\$40,000	\$74,000	\$0
Total Awarded Program Budget:	\$1,136,202	\$620,000	\$380,000	\$0

Housing Program Income		HOME	CDBG Housing
Description			
Program Income Cash on Hand Balance		\$136,202.00	\$0.00
Program Income Leveraged in CHIP Program Application		\$136,202.00	\$0.00
Balance Available after CHIP Program Commitment		\$0.00	\$0.00
Program Income Committed to Other Projects		\$0.00	\$0.00
Balance Available after Other Commitments		\$0.00	\$0.00
Program Income Reflected in Implementation Plan		\$0.00	\$0.00
Remaining Uncommitted Balance		\$0.00	\$0.00
Auglaize County			
Adopted Policy & Procedure Manual:			

Program Outcomes			
Project Name	Beneficiaries	Percent	Measurable
Rehabilitation Assistance - Private Rehabilitation	24	100.00 %	9 Units Rehabbed - Owner
Repair Assistance - Home / Building Repair	27	100.00 %	10 Units Repaired - Owner

Program Data		
Project/Activity Name	Projected Outcomes	Outcome Type
3-Administration / Fair Housing/1-Fair Housing Program	1	Standard Fair Housing Program
2-Rehabilitation Assistance/1-Private Rehabilitation	9	Units Rehabbed - Owner
1-Repair Assistance/1-Home / Building Repair	10	Units Repaired - Owner

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Attachment B:

Program Requirements

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to the Grantor within ten working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.
 - a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **March 1, 2025**, for all PY 2024 Community Development Block Grant (CDBG) Community Housing Impact and Preservation (CHIP) Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantor will provide a written Notification of Noncompliance if Grantee fails to meet the **March 1, 2025** deadline.
3. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in Attachment A, which is attached hereto, made a part hereof and incorporated herein by reference. In no case may expenditures be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Development website here: [https://development.ohio.gov/community/community-resources/ohio-consolidated-plan](https://development.ohio.gov/community/community-resources/development.ohio.gov/community-resources/ohio-consolidated-plan)
 - b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Development website here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>
Additional information found in **Program Policy 20-01: Grant Operations and Financial Management Policy.**
 - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
4. **Fair Housing Requirements.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for

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Grantees receiving State Community Development Block Grant Program and/or Community Housing Impact and Preservation Program (CHIP) funds.

- a. Appoint a local fair housing coordinator who is an employee of the unit of general local government and will generally be accessible Monday through Friday. A qualified consultant or local agency may serve as the local fair housing coordinator, upon OCE's written approval. The local fair housing coordinator's name, address and phone number must appear in all fair housing materials and on the Grantee's official website.
- b. Conduct or update an analysis of impediments (AI) to fair housing choice. The AI should identify policies, actions, omissions, or decisions that restrict housing choice based on race, color, religion, sex, national origin, disability, familial status, ancestry and military status. The AI should describe impediments to fair housing choice and include, at a minimum, jurisdictional background data and maps, a summary of fair housing complaints within the jurisdiction, and a plan of action – with a timetable – to address identified impediments. The AI must be updated annually. If the Grantee is not covered by an existing, OCE-approved AI, the Grantee must submit an AI within three months of a CDBG- or HOME-funded award.
- c. Establish and implement a process to receive fair housing complaints and refer cases to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), referral date and any follow-up action.
- d. Design a fair housing training program that includes presentations to:
 - i. Residents of areas in which CDBG or HOME activities are being undertaken, or to special populations affected by the activities.
 - ii. A minimum of three civic groups, organizations, or schools (per calendar year during the grant period).
 - iii. Participants in homebuyer education programs associated with Homeownership Assistance activities.
 - iv. Property owners who participate in rental repair/rehabilitation projects.

Records for each training session must contain an agenda, sign-in sheet, minutes and a description of the audience.

- e. Develop and distribute fair housing information and materials (e.g., posters, pamphlets, brochures or other informational materials) to a minimum of 10 area agencies, organizations, or public events (e.g., county fair, post office, employment services office, etc.) quarterly throughout the grant period. A Community Development Allocation recipient that also receives a Community Housing Impact and Preservation (CHIP) Program award must include five additional area agencies, organizations or public events in its distribution strategy. The local fair housing coordinator's telephone number

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(including a telephone number for the hearing impaired) must be included on all outreach materials. Records regarding the outreach strategy must include distribution locations, dates and a description of the type and quantity of distributed materials. If the Grantee undertakes residential rehabilitation/repair, residential new construction, tenant-based rental assistance or down payment assistance, it must provide fair housing information to each program applicant.

- f. Adopt affirmative marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP) to OCE for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.
- g. Ensure projects funded wholly or in part with HOME, CDBG, or NTF funds comply with 24 CFR Part 5, Subpart 'L' - Violence Against Women Act (VAWA).

5. Program Income. Any program income resulting from expenditures of CDBG funds must be expended in accordance with the **Policy Notice 15-04: Program Income**, incorporated by reference herein. Eligible program income expenditures must follow the Grantee's OCE approved CHIP Policy and Procedure Manual and executed Housing Revolving Loan Fund Administrative Agreement or receive prior written approval of Grantor. The Program Income Policy can be found on the technical website here: <https://development.force.com/OCDTA/s/article/15-04-Program-Income-Policy>.

6. Milestones. The following milestone must be achieved for all activities (excluding Repair Assistance, Administration and Fair Housing) and for all OCE sources of funds:

- a. The Environmental Review – Request for Release of Funds documentation must be submitted by **March 1, 2025**, or the Grantee will receive a Notification of Non-Compliance.

7. Multi-source projects. HOME funds must be drawn first for activities that are funded with multiple sources unless the project requires a specific source.

8. Project Completion Requirements. All projects, as identified in Attachment A, must be 100% completed and inspected, i.e., work finished and final inspection conducted, by **February 28, 2027**. Any work not completed and inspected by this time may not continue without written approval by Grantor. The Grantee must submit the Final Inspection Report/Homeowner Satisfaction Statement for every project address or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application. There must be a clause in each contract, funded in whole or in part with CDBG funds under this Grant Agreement, which stipulates that work be completed no later than **February 28, 2027**.

Project completion includes and requires a beneficiary(ies) for all projects identified in herein. Grantee must submit beneficiary data for every project address or an extension will be necessary

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to complete committed projects and there will be a score reduction on the Grantee's next application.

9. Drawdown Requests. All committed CDBG funds must be 100% drawn for eligible project expenditures by **March 31, 2027** or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application. If any uncommitted, unspent CDBG funds remain, the grant amount will be reduced without penalty.

10. Closeout Requirements.

- a. Final Performance Reports for Grantee's program, as described in Attachment E, which is attached hereto, made a part hereof and incorporated herein by reference, must be submitted to Grantor by **April 30, 2027**.
- b. A beneficiary is required for all projects identified in Attachment A. Beneficiary data must be submitted to OCE as part of the Final Performance Report.
- c. If a Final Performance Report is not submitted by **April 30, 2027**, due to non-completion of the project, Grantee may request an extension and there will be a score reduction on the Grantee's next application.
- d. Audit reports must be submitted according to the timeframes and procedures set in Attachment E.

11. Anti-displacement and Relocation Certification. Grantee certifies that it will replace all occupied and vacant occupiable low- and moderate-income housing units that are demolished or connected to a use other than as low-income dwelling units as a direct result of activities assisted with Grant Funds provided under this Agreement. HOME program projects utilizing Community Development Block Grant (CDBG) funds for soft cost expenses are included in this category. Grantee also certifies that it has adopted an Anti-displacement and Relocation Assistance Plan, which is included in its Policies and Procedures Manual.

12. Clearance, Conversion, or Acquisition of Dwelling Units. Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:

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- a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, **Residential Rehabilitation Standards (RRS) contained in Part II of the Housing Handbook**. The Housing Handbook can be found on the website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>.
- b. A vacant dwelling unit that is in substandard condition but can be classified as "suitable for rehabilitation", as prescribed by Grantor.
- c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the agreement with the demolition contractor.

13. Housing Rehabilitation and Repair Activities. Housing rehabilitation and repair activities must be implemented in accordance with the Housing Handbook and corresponding program application instructions. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the RRS. The Housing Handbook can be found on the website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>.

Emergency home repair projects are defined as projects with the presence of harmful or threatening conditions where immediate public action is determined necessary to meet a need of recent origin. The conditions must pose an immediate threat to the health and safety of the occupant and/or the structural integrity of the home.

14. Relocation Policy. Where short-term relocation is required to facilitate CHIP funded projects, grantees shall provide relocation assistance as detailed in **Program Policy 22-02: Relocation Policy** found here: <https://development.force.com/OCDTA/s/article/Relocation-Policy>. This policy conforms to HUD requirements found at 24 CFR 570.606.

15. Universal Identifier and Central Contractor Registration. As a recipient of federal funds, Grantee will be required to maintain an active registration in the System for Award Management (SAM) as required by **2 CFR Part 25**. Grantee shall not enter into a contract with an ineligible contractor listed in the System for Award Management (SAM) and will maintain evidence of each contractor's SAM status. Information on registration is available at www.sam.gov.

16. Prevailing Wage Rates and Labor Standards. Prevailing wage rates do not apply to CDBG-funded residential rehabilitation projects containing less than eight dwelling units. If the Davis-Bacon Act does apply to a project, higher commercial construction rates will apply to projects with four stories or more, and lower residential rates will apply to projects with less than four stories. More information is available at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_foa.

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17. Project Specific Conditions.

- a. Grantee must utilize the voluntary acquisition, donation, and waiver forms and process that are currently posted on the website at <https://development.force.com/OCDTA/s/topic/0TOt000000PPZdGAO/uniform-relocation-act>. The format, the method of determining value, the process for providing notices, and seller certifications have been modified from the forms provided in the application forms.
 - b. As a result of the 2005 regulation changes for Relocation and Real Property Acquisition for Federal and Federally Assisted Programs, HUD is progressively updating its Handbook 1378, Tenant Assistance Relocation and Real Property Acquisition Handbook. Grantee must utilize the most current handbook for acquisition, relocation, and Section 104(d) procedures which is located at: https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780.
 - c. Homebuyer counseling sessions must include a fair housing educational component that includes information related to potential discriminatory actions related to lending, insurance and real estate practices including abusive or unfair lending practices.
- 18. Special Condition on Lead Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where a lead-safe renovator or lead abatement contractor listed by Ohio Department of Health (ODH) applies interim or abatement control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115** or that are within de minimis levels at **24 CFR Part 35.1350**. For activities that are covered by this Special Condition, Grantee shall:
- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by **24 CFR Part 35.130** and get a receipt from the occupant that they have received the pamphlet.
 - b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or Lead Abatement Contractor licensed by ODH.
 - c. Use clearance technicians licensed by ODH or use a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
 - d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on

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- HUD assisted projects funded by Grantee and furnish such information to Grantor upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allow Grantor to inspect these records upon request at any time during the three years after completion.
 - f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.
 - g. Have a scope of work prepared by persons who have, at a minimum, successfully obtained a Lead-Based Paint Contractor license.
 - h. A contractor awarded a bid for a lead hazard control job must be licensed by the State of Ohio as a lead abatement contractor and must employ only licensed lead abatement contractors or workers. All lead abatement contractors must follow all HUD, United States Occupational Safety and Health Administration (OSHA), US EPA, state, and local regulations when performing lead hazard control work. Guidelines at <https://odh.ohio.gov/know-our-programs/lead-licensure-and-accreditation-program/laws-and-rules>.
 - i. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
 - j. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - i. That the contractor shall make the project and its files available for inspection by Grantor and Grantee during normal business hours anytime while the renovation, rehabilitation, or paint repair is being completed. This includes the entire work site, work specifications, and any documents related to the project.
 - ii. That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - iii. That the contractor:
 1. Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or ODH licensure of all persons including licensed abatement contractors or workers).

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2. Shall provide such documentation to Grantor upon request.

- iv. That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with **24 CFR 35.900 to 35.940**, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.

- v. That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead safe manner.

- vi. That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.

- vii. That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

19. Cost Definitions.

- a. Administrative Costs. The Program Budget requires the applicant to identify and budget administrative costs. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:
 - i. Total Administrative Costs cannot exceed 12% of the dollar amount of the total CHIP Program request.
 - ii. Administration is an eligible budget category for all housing activities.
 - iii. Charges to walk away units or when a national objective is not met, must be charged to administration.
 - iv. For more information, please see the HOME and CDBG requirements outlined in **24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09**.
- b. Soft cost definitions. Eligible project soft costs are staff and overhead costs (salary and benefits) and other costs directly related to carrying out each specific project. Examples of soft costs include the following:
 - i. Creating and managing specific case files/databases of projects under contract.

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- ii. Preparing, filing, recording legal/financial documents for specific eligible cases.
- iii. Inspecting and testing dwellings (including all of the inspections and tests in Appendix A of the Residential Rehabilitation Standards (RRS), LBP inspections, risk assessments and clearance testing).
- iv. Preparing specifications/work write-ups.
- v. Managing the contractor procurement process.
- vi. Monitoring and managing the construction process and the private contractors.
- vii. Responding to client's complaints.
- viii. Costs associated with title searches.
- ix. Counseling of the specific clients assisted through a CHIP Program activity.
- x. Relocation of households during the construction process.

24 CFR 92.207 (b) staff and overhead details Project related “soft costs”, and notes that they may be charged as administrative costs or as project costs under 92.206 (d) (6) and (f) (2) at the discretion of the participating jurisdiction. This includes all the project “soft costs” such as lead risk assessments, lead clearance tests, lab costs, mortgage lien recording fees and all inspections and testing required in Appendix A of the Residential Rehabilitation Standards (RRS). This includes tests conducted on wells, septic systems, furnaces and heating systems, wood destroying insects and pest inspections, as well as energy assessments. Only hard costs may be charged to a client’s mortgage.

All hard and soft costs associated with a project must be separately tracked and detailed in each client file. A summary sheet must be in each client file for all costs which must be supported by proper documentation. The following are the requirements for methodologies associated with the tracking and paying of time (labor) spent by staff conducting work that will be charged to the unit as soft costs:

Consultants (nonprofit or for-profit entities under contract to administer a CHIP Program grant, or portion of a CHIP Program grant) could choose to charge an hourly rate or a per-unit cost (for example, \$50 per house for each initial inspection), whatever is in the contract. The contract must detail the amount and method of compensation. The tracking would show what the charge is for, i.e., units completed, or hours worked.

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Government employees paid an hourly fee will have to keep track of hours spent on each unit. Necessary documentation may include timesheets signed by the employee and authorized by the supervisor with times and dates.

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Attachment C

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction,

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completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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Attachment D

Allowable Costs Policy and Procedure

Allowable Costs Policy and Procedure

<p>Section 1: Policy/Purpose</p>	<p>The purpose of this policy and procedure is to ensure that the Ohio Department of Development defines allowable costs for subgrantees who receive funding from federal grants. This policy and procedure was created to maintain compliance with current federal laws and regulations regarding grants and subgrantee costs and expenses.</p>
<p>Section 2: Roles and Responsibilities</p>	<ul style="list-style-type: none"> • Grant Strategy Manager – Maintains accuracy of allowable costs procedure and updates when federal regulations change. Shares the allowable costs procedure with program division staff members and assists with training for implementation. • Program Chiefs and Managers – shares this policy and procedure with all subgrant recipients. Provides training for subgrantees
<p>Section 3: Procedure</p>	<p>The Ohio Department of Development defines allowable costs for expenses charged to federal grant awards. This procedure will comply with federal rules describing allowable costs, and the department will advise subgrantees of allowable costs covered under this policy at the time a subgrant award is made.</p>
<p>Optional</p>	
<p>I. References</p>	<p>2 CFR 200.302(b)(7). – Financial Management 2 CFR 200 Subpart E – Cost Principles</p>
<p>II. Definitions</p>	<p>N/A</p>
<p>III. Attachments</p>	<p>N/A</p>
<p>IV. Step by Step Instructions</p>	<p>I. General Principles for Allowability – General Criteria</p> <p>Entities who receive federal grant subawards from the Ohio Department of Development may only charge costs to the grant that are allowable as defined by this procedure and federal rules. Subgrantees must submit an expense budget showing all expenses to be charged to the grant prior to receiving funding, and all expenses charged to a federal grant must be allowable. All costs proposed for federal grants must meet the following general standards:</p> <ol style="list-style-type: none"> 1. Be necessary. Costs must be needed to meet program goals.

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	<p>2. Be reasonable. The purchaser acted with care. The cost fits under the heading “sound business practice.”</p> <p>3. Can be allocated. Costs must be charged in relation to benefits received.</p> <p>4. Be given consistent treatment. Costs directly charged cannot also be indirectly charged.</p> <p>5. Be determined in accordance with generally accepted accounting principles.</p> <p>6. Be adequately documented.</p> <p>II. Selected Items of Cost</p> <p>Below is a list of common costs considered allowable and unallowable. This list is not all-inclusive. A cost not listed does not mean it is either allowable or unallowable. Subgrantees should use the allowable standards in Section I and refer to federal rules in 2 CFR 200 Subpart E – Cost Principles when determining if a cost is allowable.</p> <p>A. Allowable Costs</p> <p>Below are allowable costs in accordance with 2 CFR 200 Subpart E – Cost Principles. All costs must also meet the general criteria described in Section I.</p> <ol style="list-style-type: none">1. Advertising for:<ol style="list-style-type: none">a. Recruitment of personnel.b. Procurement of goods and services.c. Disposal of scrap or surplus materials.d. Program outreach.2. Communications. Examples include telephone, cellular phone, and internet service.3. Conferences where the primary purpose is to provide technical information. Examples include informing subrecipients or contractors of:<ol style="list-style-type: none">a. New laws and regulations affecting a federal grant.b. Changes to the grant agreement.c. New strategies to improve grant performance.4. Insurance.5. Maintenance and repair.6. Materials and supplies.7. Meals and refreshments. Generally, there is a very high burden of proof to show that paying for food and beverages with Federal funds is necessary to meet the goals and objectives of a Federal grant. There must be adequate documentation on:<ol style="list-style-type: none">a. The necessity of having a meeting during a mealtime instead of during normal business hours.b. The grant-related subjects discussed.c. Include a list of members attending and receiving meals and/or refreshments.d. Itemized meal cost receipts containing the date and name of the organization providing the meal.
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	<p>8. Memberships, subscriptions, and professional activity costs (excluding costs associated with lobbying).</p> <p>9. Personnel and fringe benefits costs. Bonuses are allowable only if included in the grant budget, and policies for providing bonuses are set prior to performance of work and are not dependent on funding remaining in the grant.</p> <p>10. Overtime may be eligible, but subgrantees may not exceed total personnel costs in the grant budget even with overtime costs included.</p> <p>11. Postage, freight, and other shipping costs.</p> <p>12. Professional service costs necessary for fulfilling the grant.</p> <p>13. Publication and printing costs.</p> <p>14. Public relations costs for communicating with the public. The information provided must relate to a specific activity or milestone of the federal grant. Costs for conducting general liaison with news and government are also allowed.</p> <p>15. Rental costs of real property and equipment (idle property is unallowable unless it is to finish the satisfaction of a contract).</p> <p>16. Travel and employee relocation costs following the subgrantee's policy.</p> <p>17. Audit costs eligible under 2 CFR 200.425</p> <p>B. Unallowable Costs</p> <p>Certain costs are not allowed to be charged to federal grants. These costs are not allowed according to 2 CFR 200 Subpart E – Cost Principles. Costs not allowed include but are not limited to:</p> <ol style="list-style-type: none">1. Advertising and public relations except for those specified in 2 CFR Section 200.421.2. Alcoholic beverages.3. Bad debts. These include losses arising from uncollected accounts.4. Capital expenses such as construction of a new building are unallowable except in cases where the federal grant program and award specifically permits capital expenses.5. Capital Improvement costs for general purpose or improvements to equipment, buildings, and land as direct charges, except in cases where the federal grant program and award specifically permits capital improvement expenses.6. Criminal, civil, or administrative proceeding against the subgrantee.7. Donation costs to other entities. These costs include cash, property, and/or services.8. Entertainment costs. These costs include pastime, social activities, and any associated costs.9. Fundraising costs. These costs include financial campaigns, donation drives, gifts, and similar costs incurred to raise capital or obtain contributions.10. Goods or services for personal use by [Entity] employees.11. Idle facilities.12. Interest charged.13. Investment counsel and staff and similar costs incurred to enhance income from investments.14. Lobbying costs.
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- 15. Meals and refreshments while engaging in day-to-day business or staff training and meetings with employees.
- 16. Membership costs for any social or dining clubs or organizations (e.g., country club).
- 17. Office decorations.
- 18. Penalties, fines, or late fees.
- 19. Promotional items and memorabilia, such as giveaways, gifts, and souvenirs.
- 20. Shifted costs to overcome funding shortages.
- 21. Travel costs exceeding reasonable lodging and meal allowances.
- 22. Audit costs ineligible under 2 CFR 200.425.

III. Adequate Documentation

All vouchered expenses must be accompanied with supporting documentation to ensure costs are reasonable, allowable, and allocable.

A. Minimum Requirements of Supporting Documents

- 1. Supporting documents must show:
 - a. Name of business.
 - b. Date of purchase/service completed.
 - c. Itemized cost.
 - d. Description of how costs benefit the grant.
 - e. Amount and percentage of costs allocated to all programs (if applicable).
 - f. Who requested and approved the purchase.
 - g. Other records to facilitate an effective audit.

B. Required Documentation for Personnel Compensation

Salaries and wages charged to a federal grant must be supported with time reports accurately reflecting the work performed in accordance with 2 CFR 200.430 (i) Standards for Documentation of Personnel Expenses. Required documentation for personnel compensation include:

- 1. Time reports with daily records of total hours worked.
- 2. Report must include all activity codes.
- 3. Time distributed accurately between all activities, including non-federal.
- 4. Use adequate increments (hours, half hours, minutes).
- 5. Signed by the employee and supervisor/designee with a statement attesting to the accuracy of the document.

IV. Procurement Procedures

Subgrantees who make purchases with federal grant funding will comply with federal procurement rules in 2 CFR 200 Part D, Section 200.320, including rules for:

- 1. Micro Purchases;

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- 2. Small Purchases below a Simplified Acquisition Threshold;
- 3. Larger Purchases over the Simplified Acquisition Threshold.

In most cases, competitive procurement must be used for grant expenses. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

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Attachment E

Grantee Reporting and Record Keeping Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within 15 days of the completion of each six-month interval of the grant work period.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in **24 CFR Part 570 and 2 CFR Part 200**.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per **2 CFR 200.344**. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

Project Records to be Maintained

Grantee shall establish and maintain sufficient records to enable the Grantor to determine whether the Grantee has met the requirements under this agreement and in accordance with 24 CFR Part 570. Grantee shall maintain all applicable records described in 24 CFR 570.506, including the following:

1. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated and expended for the activity, and the provision in subpart C under which it is eligible.
2. Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208. Such records shall include the applicable information enumerated in 24 CFR 570.506(b).
3. Records that demonstrate that the Grantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 24 CFR 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

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4. Where applicable, records which either demonstrate compliance with the requirements of 24 CFR 570.202(g) or 24 CFR 570.204(a)(5) or document the State's or State's grant Grantee's basis for an exception to the requirements of those paragraphs.
5. Records which demonstrate compliance with 24 CFR 570.503(b)(7) or 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
6. Records that demonstrate compliance with the citizen participation requirements prescribed in 24 CFR part 91, subpart B.
7. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
8. Fair housing and equal opportunity records containing information/records enumerated in 24 CFR 570.506(g).
9. Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502, including source documentation for entities not subject to 2 CFR part 200. Grantees shall maintain evidence to support how the CDBG funds provided to such entities are expended. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), and/or other documentation appropriate to the nature of the activity. Grantee records pertaining to obligations, expenditures, and drawdowns must be able to relate financial transactions to either a specific origin year grant or to program income received during a specific program year.
10. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 CFR 570.513; and
11. Records required to be maintained in accordance with other applicable laws and regulations set forth in subpart K of 24 CFR.

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Attachment F

Grantee Assurances and Certifications

The following assurances will be contained in this Agreement between the Grantor and Grantee.

Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons because of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (**42 U.S.C. 4601**), and implementing regulations at **49 CFR part 24**.
5. It will certify that it will comply with Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**, and will follow the prioritization of effort outlined in **§75.19**:
 - a. Employment and training.
 - i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:
 1. Section 3 workers residing within the service area or the

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- neighborhood of the project.
- 2. Participants in YouthBuild programs.
 - b. Contracting.
 - i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee 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 metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:
 - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project.
 - 2. YouthBuild programs.

- 6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of **§570.486** and **42 U.S. Code § 5304**.
- 7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
- 8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
- 9. It will certify that it has complied with the following criteria related to assessments and fees:

Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefiting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public

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improvement's capital costs.

Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

- a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.
- b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

Program funds may be used to pay all, or part of special assessments levied against a property when such assessments are used to recover the capital cost of eligible public improvements financed solely from sources other than CDBG funds, provided that:

- a. The assessment represents that property's share of the capital cost of the improvements.
- b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements.
- c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

10. It will certify that the grant will be conducted and administered in conformity with **title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601- 3619)** and implementing regulations.
11. Its activities concerning lead-based paint will comply with the requirements of **24 CFR 35, subparts A, B, J, K, and R.**
12. It will comply with all applicable laws.

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13. In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable:
- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by **41 U.S.C. 1908**, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under **41 CFR Part 60**, all contracts that meet the definition of “federally assisted construction contract” in **41 CFR Part 60-1.3** must include the equal opportunity clause provided under **41 CFR 60-1.4(b)**, in accordance with **Executive Order 11246**, “Equal Employment Opportunity” (**30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339**), as amended by **Executive Order 11375**, “**Amending Executive Order 11246 Relating to Equal Employment Opportunity**,” and implementing regulations at **41 CFR part 60**, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - d. Davis-Bacon Act, as amended (**40 U.S.C. 3141-3148**). When required by federal program legislation, all prime construction contracts more than \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (**40 U.S.C. 3141-3144, and 3146-3148**) as supplemented by Department of Labor regulations (**29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”**). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (**40 U.S.C. 3145**), as supplemented by Department of Labor regulations (**29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”**). The Act provides that each contractor or sub-recipient must be

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prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- e. Contract Work Hours and Safety Standards Act (**40 U.S.C. 3701-3708**). Where applicable, all contracts awarded by the non-federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with **40 U.S.C. 3702** and **3704**, as supplemented by Department of Labor regulations (**29 CFR Part 5**). Under **40 U.S.C. 3702 of the Act**, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of **40 U.S.C. 3704** are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under **37 CFR §401.2 (a)** and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of **37 CFR Part 401**, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (**42 U.S.C. 7401-7671q**.) and the Federal Water Pollution Control Act (**33 U.S.C. 1251-1387**), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (**42 U.S.C. 7401-7671q**) and the Federal Water Pollution Control Act as amended (**33 U.S.C. 1251-1387**). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (**Executive Orders 12549 and 12689**)—A contract award (see **2 CFR 180.220**) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at **2 CFR 180** that implement Executive Orders 12549 (**3 CFR part 1986 Comp., p. 189**) and 12689 (**3 CFR part 1989 Comp., p. 235**),

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“Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. Byrd Anti-Lobbying Amendment (**31 U.S.C. 1352**)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.
- j. Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**. Contracts for projects that meet the definition of “Section 3 Project” under 24 CFR 75.3(a)(2) must include language applying the requirements of Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**.
- k. See **§200.323** Procurement of recovered materials.
- l. See **§200.216** Prohibition on certain telecommunications and video surveillance services or equipment.
- m. See **§200.322** Domestic preferences for procurements.

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Attachment G

Local Government Certifications to the State

Grantee shall submit to Grantor certifications, pursuant to 24 CFR 570.303, that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons because of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (**42 USC 2000d** et seq.) and the Fair Housing Act (**42 USC 3601-20**), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction.
 - b. Provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title.
 - c. Provides technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee.
 - d. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled.
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital

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costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).

5. Grantee will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).
6. The chief executive officer of the unit of general local government certifies, to the best of their knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM
GRANT AGREEMENT

Grantee Information	
Grantee:	Auglaize County Board of Commissioners
Grant Control No.:	B-C-24-1AF-2
Address:	209 S Blackhoof St Wapakoneta, OH 45895
Federal Tax ID:	34-6400073
Effective Date:	December 1, 2024
Grant Funds:	\$620,000
Grantee Contact	
Grantee Contact:	Douglas Spencer
Title:	Chief Executive Officer
Phone Number:	(419) 739-6710
Email:	dspencer@auglaizecounty.org
Program Funding Source	
Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Program Name:	HOME Investment Partnerships Program
Federal Award ID	M24-SG390100
Indirect Cost Rate:	65.45%
CFDA:	14.239
Federal Award Date:	September 4, 2024
Total Federal Funds Obligated:	\$22,487,387.00

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This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **State of Ohio, Department of Development (“Grantor”)** and **Auglaize County Board of Commissioners (“Grantee”)** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated for providing funding to Ohio’s non-entitlement communities to improve and provide affordable housing for low- and moderate-income citizens. under the Community Housing Impact and Preservation (“CHIP”) program (the “**Project**”). This Agreement incorporates by reference the “**Scope of Work and Budget**,” which is attached as Attachment A; Program Requirements, which is attached as Attachment B; Contract Provisions, which is attached as Attachment C; Allowable Costs Policy and Procedure, which attached hereto as Attachment D; and Grantee Reporting and Record Keeping Requirements, which is attached hereto as Attachment E; Grantee Assurances and Certifications, which is attached hereto as Attachment F; and Local Government Certifications to the State, which is attached hereto as Attachment G.

These Grant Funds are funded as a subaward from the State of Ohio’s allocation of HOME Investment Partnership Program funds (Assistance Listing No. 14.239), as authorized pursuant to the HOME Investment Partnerships Act (42 USC 12701 et seq.) and identified as federal award identification number M24-SG390100 with a federal award date of September 4, 2024, awarded by the United States Department of Housing and Urban Development to the State of Ohio. The HOME Investment Partnership Program is intended to allocate funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. By its duly authorized signature of this Agreement, Grantee expressly acknowledges and agrees to comply with all provisions herein, as well as the applicable requirements set forth under 42 USC 12701 et seq, 24 CFR 92, 2 CFR 200, and all other state, federal, or local laws, rules, and regulations, as applicable, including each of the requirements outlined in this Agreement. In addition, Grantee will determine prior to engaging in the Project that it has the institutional, managerial, and financial capability to ensure planning, management and completion of the Project.

1. Project Funding.

- (a) Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Attachment A. If applicable, Grantee must provide a total matching contribution amount of not less than the amount described in Attachment A, pursuant to 24 CFR 92.18.
- (b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be

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required to pay Project costs as and when such costs are incurred and payable.

2. Payment of Grant Funds. Grantor shall disburse the Grant Funds or cause the Grant Funds to be paid, following execution of this Agreement upon written request of Grantee. Grantee may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. Grantee shall submit to Grantor for review and approval requests for disbursement detailing expenditures to be incurred by Grantee and expected period of expenditure in accordance with the Project budget included in Attachment A. Subsequent disbursements may be withheld by Grantor if previous disbursements have not been expended or proof of expenditure of disbursed Grant Funds has not been supported by contracts, invoices, vouchers, paid receipts or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Attachment A. Grantee is prohibited from using Grant Funds for the purpose of charging servicing, origination, or other fees for the costs of administering the Project, except as permitted by § 92.214(b)(1). Travel expenses will not be costs eligible for use of Grant Funds. Grantor shall be the sole judge of the adequacy of documentation of use of funds.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the requirements of this Agreement, or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor or HUD determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor.

In addition, in the event of Grantee's noncompliance with the HOME Investment Partnerships Act (42 USC 12701, et seq.), and all other state, federal, or local laws, rules, and regulations, HUD may impose additional conditions on future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete the Project not later than the Grant End Date set forth on the first page of this Agreement. All eligible expenses for use of Grant Funds must be incurred by Grantee by the draw-down deadline and paid by Grantee no later than the Grant End Date. Grant Funds not expended by Grantee prior to the Grant End Date for eligible expenses incurred prior to the draw-down deadline are subject to return to HUD.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Grant End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the "**Term**"). Terms of this Agreement that by their nature are intended to survive the Term or are required to

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survive the Term for compliance with the award of federal funds this Agreement is a sub-grant of shall survive the Term and remain in effect until such obligation or requirement is fulfilled.

5. Grantee Assurances and Certifications. Grantee shall comply with all assurances and certifications contained in Attachment F.

6. Non-Discrimination.

(a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Right Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to the aforementioned factors. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. Reporting. Grantee agrees to comply with any reporting obligations as set forth in Attachment E and in accordance with 24 CFR Part 92, Subpart K, as it relates to the award of Grant Funds under this Agreement. Grantee also agrees to comply with any reporting requirements established by Grantor, the Office of Budget and Management, or the State of Ohio, as it relates to this Agreement. Furthermore, consistent with 2 CFR 200.303, Grantee agrees to maintain internal controls and proper documentation to support funds are appropriately expended in compliance with HUD's rules and regulations, this Agreement, and the Uniform Guidance. Grantee also agrees to provide Grantor with all necessary information to meet Grantor's reporting requirements to HUD. Grantor may request, and Grantee shall comply with, additional information as may be needed to meet HUD reporting requirements.

(a) Final Performance Report. Within sixty (60) days after the Project is completed, whether on or before the Grant End Date, Grantee shall provide Grantor with a Final Performance Report in the form prescribed by Grantor in Attachment E.

(b) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Program Report or Final Performance Report that the information reported by Grantee is

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true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(c) **Remedy.** Performance reports are essential for Grantor's administration of this grant. If Grantee fails to submit any Program Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Report is past due.

8. Records Maintenance and Access.

(a) **Maintenance of Records.** Grantee shall maintain records and financial documents sufficient to evidence compliance with 24 CFR Part 92 Subpart K. Grantor and HUD shall have the right of access to records (electronic and otherwise) of Grantee to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to HUD by Grantor, whichever is later. Grantee agrees to maintain all records related to the award in accordance with the state's records retention schedules and shall make such records available to Grantor, State of Ohio, the Ohio Auditor of State, or other authorized auditors, agents, or representatives upon request. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) **Inspection and Copying.** Grantee shall permit Grantor to inspect and copy, during normal business hours following at least 24 hours' prior notice, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (i) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States or the Government Accountability Office; (ii) include the rights to examine Grantee's accounts and funding sources within the control or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (iii) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (iv) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding Grant Funds and any transaction involving Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this sub-section for Grantee's books and records.

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- (c) Audits. If Grantee meets the requirements of 2 CFR 200, Subpart F, Audit Requirements must notify Grantor when its reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the audit package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, the Grantee may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Ohio Department of Development, Audit Office, Special Projects Coordinator, 77 South High Street, Columbus, Ohio 43215-6130.
- (d) Accounting Systems. Systems used by Grantee accounting for the use of Grant Funds must be in accordance with generally accepted accounting standards; 2 CFR 200 and applicable appendices; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee represents it has established procedures to ensure good fiscal and management practices to deposit and account for Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and HUD, the Comptroller General of the United States, or any of their duly authorized representatives for examination or copying upon a reasonable request.

9. Adherence to State and Federal Laws and Regulations.

- (a) General. Grantee shall comply with all applicable federal, state, and local laws and regulations in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations. For purposes of this section, compliance with all applicable federal, state, and local laws and regulations includes each of the following:
- (i) Compliance with the requirements of the HOME Investment Partnerships Act (42 U.S.C. 12701, et seq.), 24 CFR 92, and guidance issued by HUD regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award;
- (ii) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, except for the following provisions: §§ 200.306, 200.307, 200.308 (not applicable to participating jurisdictions), 200.311 (except as provided in § 92.257), 200.312, 200.329, 200.333, and 200.334. The provisions of 2 CFR 200.305 apply as modified by § 92.502(c). If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern.

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- (iii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. In addition, Grantee certifies it has an active Unique Entity Identifier (formerly a DUNS number) and an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. Furthermore, Grantee certifies it has an active supplier record with the State of Ohio and federal tax identification number, as applicable;
- (iv) Grantor's HOME action plan and amendments, including the certifications, assurances, and any documentation the Grantor was required to submit for grant number M24-SG390100;
- (v) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- (vi) Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180. Grantee represents that neither it nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Grantee further agrees that it will notify Grantor immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov;
- (vii) Nondiscrimination and equal opportunity.
 - (1) The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as

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amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise);

(2) Equal access to HUD-assisted or -insured housing. A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;

(viii) Disclosure requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.);

(ix) Drug-free workplace. The Drug-Free Workplace Act of 1988 (41 USC 701, et seq.) and HUD's implementing regulations at 2 CFR Part 2429;

(x) 12 USC 1701x; Assistance with respect to housing for low- and moderate-income families;

(xi) Build America, Buy America ("BABA") Act, 41 USC 8301;

(xii) Section 282 of the HOME Investment Partnerships Act;

(xiii) Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

(xiv) New Restrictions on Lobbying, 24 C.F.R. Part 87;

(xv) Generally applicable federal environmental laws and regulations, including the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58;

(xvi) Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p. 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and HUD's implementing regulations at 24 CFR part 52, where applicable;

(xvii) Grantee agrees to comply with the applicable property standards as set forth in 24 CFR 92.251 and property acquisition standards as set forth in 49 CFR Part 24 and 24 CFR 92.353;

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- (xviii) Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Grantor proof of any licensure, certification, permit, or accreditation upon request;
- (xix) Grantee certifies that it is in compliance with the terms and requirements of the Federal Funding Accountability and Transparency Act of 2006;
- (xx) Grantee certifies that it shall adopt affirmative marketing requirements and procedures in compliance with 24 CFR 92.351;
- (xxi) Grantee acknowledges that activities under this agreement are subject to, where applicable, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R;
- (xxii) The Violence Against Women Act requirements set forth in 24 CFR Part 5, Subpart L, as supplemented by 24 CFR 92.359:
- (xxiii) Waste, Fraud Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and HUD's Office of Inspector General. Grantee must comply with 41 USC 4712, which includes informing your employees in writing of their rights and remedies in the predominant native language of the workforce. Under 41 USC 4712, employees of a government contractor, subcontractor, grantee, and subgrantee – as well as a personal services contractor – who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) gross mismanagement of Federal contract or grant; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or grant; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or grant;
- (xxiv) Grantee acknowledges and agrees that no person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with Grant Funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996)). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

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(xxv) Grantee acknowledges and agrees that the United States expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.

(b) Ethics. In accordance with Ohio Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Ohio Executive Order 2019-11D, (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. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, 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) Conflict of Interest. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 24 CFR 92.356 and 2 C.F.R. § 200.318(c); and that such conflict of interest policy is applicable to each activity utilizing Grant Funds under this award. Grantee must disclose in writing to Grantor and to HUD any potential conflict of interest affecting the award of Grant Funds in accordance with 2 C.F.R. § 200.112.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1). Furthermore, Grantee acknowledges that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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- (f) Prevailing Wage. Grantee understands and agrees that it must comply with labor regulations set forth in 24 CFR 92.354.
- (g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies.

- (a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.
- (b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:
 - (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor’s obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
 - (ii) Demand Repayment of Grant Funds. If Grantee fails to complete the Project as required under Section 4(a) and detailed in Attachment A, Scope of Work and Budget, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
 - (iii) Recoupment of Funds. Grantee’s award and use of Grant Funds is subject to recoupment by HUD and/or Grantor for Grantee’s failure to use Grant Funds in strict compliance with this Agreement.
 - (iv) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under 24 CFR Part 92 Subpart K, 2 CFR 200.339, this Agreement, or any other applicable state or federal law.
 - (c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often

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as may be deemed by Grantor to be expedient.

(d) Termination for Cause. Pursuant to 2 CFR 200.339, Grantor may terminate this Agreement, in whole or in part, for cause upon ten (10) days' notice to Grantee if Grantee fails to comply with the terms of this Agreement.

(e) Termination for Convenience. This Agreement may be terminated for convenience, in whole or in part, as follows:

(i) By Grantor with consent of Grantee. Grantor and Grantee shall agree upon the termination conditions, including the effective date of termination and, in the case of partial termination, the portion to be terminated;

(ii) By Grantee upon written notification to Grantor. Written notification by Grantee must set forth the reasons for termination, the effective date of termination, and, in the case of partial termination, the portion to be terminated; however, for partial termination, Grantor may terminate this Agreement in its entirety and recoup all Grant Funds disbursed to Grantee if Grantor determines, in its reasonable discretion, the remaining portion of the Project will not accomplish the purpose for which the award of Grant Funds under this Agreement was made.

(f) Termination for Withdrawal, Reduction, or Limitation of Funding. In the event Grant Funds are not received by the State of Ohio from the federal government, funding is withdrawn, reduced, modified, or limited in any way after the Effective Date of this Agreement and prior to the draw-down deadline, Grantor may terminate this Agreement as to funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that Grantor deems the continuation of the award of Grant Funds is no longer in the best interest of the public, Grantor may terminate this Agreement effective upon receipt of written notice from Grantor by Grantee.

(g) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report substantially in the form of the report required under Section 7(a) of this Agreement. The final report shall be signed and certified in the same manner as the reports required by Section 7(b) of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(h) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

11. Liability. Grantee 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, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, 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

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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.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:	If to Grantee:
Ohio Department of Development	To the Grantee Contact and address as
77 South High Street	set forth on page one of this Agreement.
Columbus, Ohio 43215-6130	
ATTN: Grants Manager	

With a copy to the Chief Legal Counsel,
Development

14. Offshore Services. Grantee affirms it has read and understands Ohio Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in its undertaking of the Project and use of Grant Funds.

15. 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, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

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- (c) Entire Agreement. This Agreement, including its attachments and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (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. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.
- (j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- (k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) Grantor's Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.

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(m) Execution Counterparts/PDF. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

[Signature Page Follows]

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Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representative as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

Auglaize County Board of Commissioners

Grantor:

**State of Ohio
Department of Development**

Authorized Official

Lydia L. Mihalik
Director

Sign:



E-SIGNED by Patrick Smith
on 2025-02-20 09:20:13 EST

Sign:

Print:

Douglas A. Spencer

Patrick Smith

Print:

Title:

Commissioner

Title:

Date:

2.18.2025

Date:

2025-02-20 09:20:13

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Attachment A

Scope of Work and Budget

This Scope of Work and Budget contains the activities to be completed by Grantee and incorporated by reference Grantor’s CHIP Program application, the documents and materials incorporated by reference in Grantor’s CHIP Program application, Grantee’s application submitted to and approved by Grantor (the “**Application**”), and the documents and materials incorporated by reference in the Application. In the event of a conflict between a term in this Scope of Work and Budget and any of the documents incorporated herein, the terms of this Scope of Work and Budget take precedence.

Grantee Information	
Grantee	Auglaize County Board of Commissioners
Address	209 S Blackhoof St Wapakoneta, OH 45895
County	Auglaize
Phone	(419) 739-6710
FTI Number	34-6400073
UEIN	M6N6K22WVQ36

Grant Dates	
Award Date	December 1, 2024
Work Completion Date	February 28, 2027
Draw Date	March 31, 2027
Grant Completion Date	April 30, 2027

Project Description

Auglaize County has been awarded \$1,000,000 through the Community Housing Impact and Preservation (CHIP) Program. The CHIP Program eligible activities will be made available to qualified low and moderate-income residents. The program activities are as follows: Owner Rehabilitation \$580,000 to complete 9 units; Owner Home Repair \$300,000 to complete 10 units; and will include the required Fair Housing component. Partnering jurisdiction(s) include the Cities of St. Mary's and Wapakoneta.

Partnering Jurisdiction(s)

St. Marys
Wapakoneta

Source of Funds Provider	Amount	Fund Category	Fund Type
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Auglaize County	\$136,202	Home Program Income	Other Leveraged Funds
Grant Funds	\$1,000,000		

Awarded Program Budget				
Project Category/Activity Name	Total Program Budget	HOME	CDBG	OHTF
1-Repair Assistance/1-Home / Building Repair	\$300,000	\$0	\$300,000	\$0
2-Rehabilitation Assistance/1-Private Rehabilitation	\$716,202	\$580,000	\$0	\$0
3-Administration / Fair Housing/1-Fair Housing Program	\$6,000	\$0	\$6,000	\$0
3-Administration / Fair Housing/2-General Admin	\$114,000	\$40,000	\$74,000	\$0
Total Awarded Program Budget:	\$1,136,202	\$620,000	\$380,000	\$0

Housing Program Income		
Description	HOME	CDBG Housing
Program Income Cash on Hand Balance	\$136,202.00	\$0.00
Program Income Leveraged in CHIP Program Application	\$136,202.00	\$0.00
Balance Available after CHIP Program Commitment	\$0.00	\$0.00
Program Income Committed to Other Projects	\$0.00	\$0.00
Balance Available after Other Commitments	\$0.00	\$0.00
Program Income Reflected in Implementation Plan	\$0.00	\$0.00
Remaining Uncommitted Balance	\$0.00	\$0.00
Adopted Policy & Procedure Manual: Auglaize County		

Program Outcomes			
Project Name	Beneficiaries	Percent	Measurable
Rehabilitation Assistance - Private Rehabilitation	24	100.00 %	9 Units Rehabbed - Owner
Repair Assistance - Home / Building Repair	27	100.00 %	10 Units Repaired - Owner

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Program Data		
Project/Activity Name	Projected Outcomes	Outcome Type
1-Repair Assistance/1-Home / Building Repair	10	Units Repaired - Owner
2-Rehabilitation Assistance/1-Private Rehabilitation	9	Units Rehabbed - Owner
3-Administration / Fair Housing/1-Fair Housing Program	1	Standard Fair Housing Program

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Attachment B

Program Requirements

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.
 - a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **March 1, 2025**, for all PY 2024 HOME Investment Partnerships (HOME) Community Housing Impact and Preservation (CHIP) Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantor will provide a written Notification of Noncompliance if Grantee fails to meet the **March 1, 2025** deadline.
3. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in Attachment A, which is attached hereto, made a part hereof and incorporated herein by reference. In no case may expenditures be made for an activity considered ineligible under the HOME Investment Partnership regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the [Development website here: https://development.ohio.gov/community/community-resources/ohio-consolidated-plan](https://development.ohio.gov/community/community-resources/ohio-consolidated-plan).
 - b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the [Development website here: https://development.ohio.gov/community/community-resources/ohio-consolidated-plan](https://development.ohio.gov/community/community-resources/ohio-consolidated-plan) Additional information found in **Program Policy 20-01: Grant Operations and Financial Management Policy**.
 - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.

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4. **Fair Housing Requirements.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving State Community Development Block Grant Program and/or Community Housing Impact and Preservation (CHIP) Program funds.

- a. Appoint a local fair housing coordinator who is an employee of the unit of general local government and will generally be accessible Monday through Friday. A qualified consultant or local agency may serve as the local fair housing coordinator, upon OCE's written approval. The local fair housing coordinator's name, address and phone number must appear in all fair housing materials and on the Grantee's official website.
- b. Conduct or update an analysis of impediments (AI) to fair housing choice. The AI should identify policies, actions, omissions, or decisions that restrict housing choice based on race, color, religion, sex, national origin, disability, familial status, ancestry and military status. The AI should describe impediments to fair housing choice and include, at a minimum, jurisdictional background data and maps, a summary of fair housing complaints within the jurisdiction, and a plan of action – with a timetable – to address identified impediments. The AI must be updated annually. If the Grantee is not covered by an existing, OCE-approved AI, the Grantee must submit an AI within three months of a CDBG- or HOME-funded award.
- c. Establish and implement a process to receive fair housing complaints and refer cases to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), referral date and any follow-up action.
- d. Design a fair housing training program that includes presentations to:
 - i. Residents of areas in which CDBG or HOME activities are being undertaken, or to special populations affected by the activities.
 - ii. A minimum of three civic groups, organizations, or schools (per calendar year during the grant period).
 - iii. Participants in homebuyer education programs associated with Homeownership Assistance activities.
 - iv. Property owners who participate in rental repair/rehabilitation projects.Records for each training session must contain an agenda, sign-in sheet, minutes and a description of the audience.
- e. Develop and distribute fair housing information and materials (e.g., posters, pamphlets, brochures or other informational materials) to a minimum of 10 area

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agencies, organizations, or public events (e.g., county fair, post office, employment services office, etc.) quarterly throughout the grant period. A Community Development Allocation recipient that also receives a Community Housing Impact and Preservation (CHIP) Program award must include five additional area agencies, organizations or public events in its distribution strategy. The local fair housing coordinator's telephone number (including a telephone number for the hearing impaired) must be included on all outreach materials. Records regarding the outreach strategy must include distribution locations, dates and a description of the type and quantity of distributed materials. If the Grantee undertakes residential rehabilitation/repair, residential new construction, tenant-based rental assistance or down payment assistance, it must provide fair housing information to each program applicant.

- f. Adopt affirmative marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP) to OCE for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.
- g. Ensure projects funded wholly or in part with HOME or CDBG funds comply with **24 CFR Part 5, Subpart 'L'** - Violence Against Women Act (VAWA).

5. Program Income. Any program income resulting from expenditures of HOME funds may be retained by the Grantee for use on additional eligible HOME activities in accordance with **Program Policy Notice 15-04: Program Income Policy**, incorporated by reference herein and HOME Program regulations in **24 CFR 92.205 and 24 CFR 92.206**. Eligible program income expenditures must follow the Grantee's OCE approved CHIP Policy and Procedure Manual and executed Housing Revolving Loan Fund Administrative Agreement or receive prior written approval of Grantor. The Program Income Policy can be found on the technical assistance website here: <https://development.force.com/OCDTA/s/article/15-04-Program-Income-Policy>.

6. Milestones. The following milestones must be achieved for all activities (excluding Repair Assistance, Administration and Fair Housing):

- a. The Environmental Review – Request for Release of Funds documentation must be submitted by **March 1, 2025**, or the Grantee will receive a Notification of Non-Compliance.
- b. All HOME funds combined must be at least 50% committed by **May 31, 2026**, or it will there will be an automatic score reduction on the Grantee's next application.
- c. HOME funds must be 100% committed by **Nov. 30, 2026**. **Any uncommitted HOME funds will result in a reduction of applicant's grant award on the next application submitted and funded. Penalty will be expunged if next application is not funded.**

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Committed is defined as having an executed contract and funds set up in Grantor's system except for Tenant-Based Rental Assistance projects (TBRA). TBRA funds are committed as detailed in Program Policy 22-03: Tenant Based Rental Assistance Reporting and Draws. **HOME funds must be drawn first for activities that are funded with multiple sources unless the project requires a specific source.**

7. **Project Completion Requirements.** All projects, as identified in Attachment A, must be 100% completed and inspected, i.e., work finished and final inspection conducted, by **February 28, 2027**. Any work not completed and inspected by this time may not continue without written approval by Grantor. The Grantee must submit the Final Inspection Report/Homeowner Satisfaction Statement for every project address (except for TBRA projects) or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application. There must be a clause in each contract, funded in whole or in part with HOME funds under this Grant Agreement, which stipulates that work be completed no later than **February 28, 2027**.

Project completion includes and requires a beneficiary(ies) for all projects identified in Attachment A. Grantee must submit beneficiary data for every project address or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application.
8. **Drawdown Requests.** All committed HOME funds must be 100% drawn for eligible project expenditures by **March 31, 2027** or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application.
9. **Closeout Requirements.**
 - a. Final Performance Reports for Grantee's program, as described in Attachment E, which is attached hereto, made a part hereof and incorporated herein by reference to this Agreement, must be submitted to Grantor by **April 30, 2027**.
 - b. A beneficiary is required for all projects identified in Attachment A. Beneficiary data must be submitted to OCE as part of the Final Performance Report.
 - c. If a Final Performance Report is not submitted by **April 30, 2027**, due to non-completion of the project, Grantee may request an extension and there will be a score reduction on the Grantee's next application.
 - d. Audit reports must be submitted according to the timeframes and procedures set in Attachment E of this Agreement.

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- 10. Affordability Requirements.** During the period of affordability, which shall commence upon project completion, and continue for a period of time as outlined in **24 CFR Part 92**, Grantee will undertake the following monitoring activities, and maintain documentation of such monitoring activities for three years after the period of affordability:

For Rental Projects:

- a. Annually review the tenants of the assisted project to verify that the units which received HOME assistance are occupied by low-income tenants as defined by Section 8 income guidelines.
- b. Annually review the rents charged to tenants residing in HOME assisted units to assure compliance with the rent maximums for the HOME program as prescribed by HUD and as described in **24 CFR Part 92.252**.
- c. Annually conduct a review to check for compliance with the Tenant and Participant Protections set forth in **24 CFR Part 92.253**.
- d. Annually review the project owner's affirmative marketing efforts with respect to the units assisted with HOME funds to assure compliance with **24 CFR 92.351**.
- e. Site inspections must be conducted every three years to assure that all of the units that were assisted with HOME funds meets Section 8 Housing Quality Standards, as required by **24 CFR 92.504**.

For Homeowner Programs:

- a. Review any and all transfers of the property to assure that it is affordable to purchasers subsequent to the original owner as set forth in **24 CFR 92.254**.

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11. **Failure to Meet the Period of Affordability Requirements.** Failure to comply with the resale or recapture requirements means that 1) the original HOME-assisted homebuyer no longer occupies the unit as their principal residence (i.e., unit is rented or vacant), or 2) the home was sold during the period of affordability and the applicable resale or recapture provisions were not enforced. In cases of noncompliance under either resale or recapture provisions, the Grantee must repay to the State of Ohio for remittance to the HOME Investment Trust Fund in accordance with §92.503(b), any *outstanding HOME funds* invested in the housing. The amount subject to repayment is the total amount of HOME funds invested in the housing (i.e., any HOME development subsidy to the developer plus any HOME down payment or other assistance (e.g., closing costs) provided to the homebuyer) minus any HOME funds already repaid (i.e., payment of principal on a HOME loan). Any interest paid on the loan is considered program income and cannot be counted against the outstanding HOME investment amount. *Note that noncompliance with principal residency requirements by a homebuyer under a recapture provision is not a transfer. Consequently, the amount the Grantee must repay is not subject to proration or other reductions included in its recapture provisions.*

The Grantee must repay the HOME investment in accordance with **24 CFR 92.503(b)(3)** whether or not it is able to recover any portion of the HOME investment from the noncompliant homebuyer. Therefore, it is crucial for the Grantee to have enforcement mechanisms in its written agreements with homebuyers to protect its investment and minimize its risk in HOME-assisted homebuyer projects in the event of noncompliance by the homebuyer.
12. **Prohibition of Fees.** The Grantee and its contractors are prohibited from charging servicing, origination, processing, inspection, or other fees for the costs of administering a HOME program, except as permitted by **§92.214(b)(1)**.
13. **Anti-displacement and Relocation Certification.** Grantee certifies that it will replace all occupied and vacant occupiable low- and moderate-income housing units that are demolished or converted to a use other than as low-income dwelling units as a direct result of activities assisted with Grant Funds provided under this Agreement. HOME program projects utilizing Community Development Block Grant (CDBG) funds for soft cost expenses are included in this category. Grantee also certifies that it has adopted an Anti-displacement and Relocation Assistance Plan, which is included in its Policies and Procedures Manual.
14. **Clearance, Conversion, or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under this Agreement must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

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A low- and moderate-income dwelling unit is defined as a unit with a market rent, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:

- a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, **Residential Rehabilitation Standards (RRS)**) contained in Part II of the Housing Handbook. The Housing Handbook can be found on the website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>).
- b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by OCE.
- c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.

15. Housing Rehabilitation and Repair Activities. Housing rehabilitation and repair activities must be implemented in accordance with the Housing Handbook and corresponding program application instructions. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the RRS. The Housing Handbook can be found on the website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>.

Emergency home repair projects are defined as projects with the presence of harmful or threatening conditions where immediate public action is determined necessary to meet a need of recent origin. The conditions must pose an immediate threat to the health and safety of the occupant and/or the structural integrity of the home.

16. Relocation Policy. Where short-term relocation is required to facilitate CHIP funded projects, grantees shall provide relocation assistance as detailed in **Program Policy 22-02: Relocation Policy** found here: <https://development.force.com/OCDTA/s/article/Relocation-Policy>. This policy conforms to HUD requirements found at **24 CFR 570.606**.

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17. **Homeownership Activities.** In accordance with **24 CFR 92.254(a)(3)**, HOME Investment Partnership-funded homeownership projects (i.e., Homebuyer, New Construction activities) that have not been sold to an eligible homebuyer within nine months of completion must be converted to a HOME rental unit that complies with all HOME requirements found at **24 CFR Part 92**, for the period of affordability applicable to such rental units. The homebuyer unit will be considered “sold” if the grantee has a ratified sales contract for the unit within nine months of completing project construction. *Completing project construction* shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

In accordance with **24 CFR 92.254(f)**, grantee must adopt program policies for homeownership activities that include underwriting guidelines to determine the appropriate amount of assistance necessary to assist the low-income buyer; assessment of a buyer’s ability to purchase and remain in the home (e.g., housing and consumer debt ratios, anticipated income, and available assets); and anti-predatory lending and subordination policies.

18. **Responsibilities and Written Agreements.**

- a. **Responsibilities.** Grantee is responsible for ensuring that HOME funds are used in accordance with all program requirements. The use of contractors or other units of local government as partners does not relieve Grantee of this responsibility. At a minimum, the Grantee is responsible for the following.
 - i. **Affordability.** A separate, stand-alone written agreement for units receiving direct assistance must be executed and require housing assisted with HOME funds to meet the affordability requirements of **24 CFR 92.252** or **24 CFR 92.254**, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
 - ii. **Project requirements.** Grantee must be in compliance with project requirements in **24 CFR Part 92, Subpart F** (Maximum per Unit Subsidy Amount, Underwriting, and Subsidy Layering, as applicable in accordance with the type of project assisted. At a minimum, the current Underwriting Process must be utilized.
 - iii. **Housing quality standard.** Grantee must require owners of rental housing assisted with HOME funds to maintain the housing in compliance with applicable Housing Quality Standards and local housing code requirements for the duration of the agreement.

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- iv. **Enforcement of the agreement.** Grantee must use means of enforcement for the intended beneficiaries. The means of enforcement may include liens on real property, deed restrictions, or covenants running with the land. The affordability requirements in **24 CFR 92.252** must be enforced by deed restriction. Remedies for breach of this provision are suspension or termination of grant.

- v. **Executing a written agreement.** Before disbursing any HOME funds to any entity (e.g., for-profit housing developer, nonprofit organization, homeowner, contractor, community housing development organization, or PHIA) Grantee must enter into a written agreement with the entity ensuring compliance with the requirements of this part. The agreement remains in effect during the period for affordability under **24 CFR 92.252** or **24 CFR 92.254**, as applicable.

- vi. **Homebuyer, homeowner or tenant receiving tenant-based rental or security deposit assistance.** When providing assistance to a homebuyer, homeowner or tenant the written agreement may take many forms depending on the nature of assistance. As appropriate, and required by **24 CFR 92.504(c)(5)** the written agreement must include as a minimum:
 - 1. For homebuyers, the agreement must conform to the requirements in **24 CFR 92.254(a)**, the value of the property, principal residence, and the recapture provisions. The agreement must specify the amount of HOME funds, the form of assistance, e.g., deferred payment loan, the use of the funds (e.g., down-payment, closing costs, rehabilitation) and the time by which the housing must be acquired.
 - 2. For homeowners, the agreement must conform to the requirements in **24 CFR 92.254(b)** and specify:
 - a. The housing is the principal residence of the homeowner.
 - b. The amount and form of HOME assistance.
 - c. Rehabilitation work to be undertaken.
 - d. Date for completion.
 - e. Property standards to be met.
 - 3. For tenants, the rental assistance contract or the security deposit contract must conform to **24 CFR 92.209** and **24 CFR 92.253**.
 - 4. Any revisions to the required components above during construction (i.e., amount of assistance, date for completion, work to undertaken) would require an updated HOME Written agreement.

- vii. **Provisions in written agreement.** At a minimum, the written agreement must include provisions concerning the following items:
1. **Use of the HOME funds.** The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, and a budget. These items must be in sufficient detail to provide a sound basis for Grantee effectively to monitor performance under the agreement.
 2. **Affordability.** A separate, stand-alone written agreement for units receiving direct assistance must be executed and require housing assisted with HOME funds to meet the affordability requirements of **24 CFR 92.252** or **24 CFR 92.254**, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
 3. **Project requirement.** The agreement must require compliance with project requirements in **24 CFR Part 92 Subpart F (Maximum per Unit Subsidy Amount, Underwriting, and Subsidy Layering**, as applicable in accordance with the type of project assisted. At a minimum, the current Underwriting Process must be utilized.
 4. **Housing quality standard.** The agreement must require owners of rental housing assisted with HOME funds to maintain the housing in compliance with applicable Housing Quality Standards and local housing code requirements for the duration of the agreement.
 5. **Enforcement of the agreement.** The agreement must provide for a means of enforcement by Grantee or the intended beneficiaries. The means of enforcement may include liens on real property, deed restrictions, or covenants running with the land. The affordability requirements in **24 CFR 92.252** must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the provisions of the agreement.
 6. **Duration of the agreement.** The agreement must specify that the agreement is in effect for the period of affordability required by the **24 CFR 92.252** or **24 CFR 92.254**.
 7. **Prohibition of fees.** The agreement must specify that contractors are prohibited from charging servicing, origination, processing, inspection, or other fees for the costs of administering a HOME program, except as permitted by **24 CFR 92.214(b)(1)**.

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8. **Other program requirements.** The agreement must specify that the entity must carry out each activity in compliance with all federal laws and regulations described in **24 CFR Part 92 Subpart H**, except that the entity does not assume the Grantee's responsibilities for environmental review in **24 CFR 92.352** or the intergovernmental review process in **24 CFR 92.357**. Any revisions to the required components during construction would require an updated HOME Written agreement.

19. **Oversight.** Grantee is responsible for the oversight and management of the day-to-day operations of its HOME program, including the performance of all entities receiving HOME funds from Grantee to assure compliance with the requirements in **24 CFR 92.204**, and for taking appropriate action when performance problems arise. Not less than annually, Grantee must review the performance of each contractor.

20. **Other Program Requirements.** The Grantee must carry out each activity in compliance with all federal laws and regulations described in **24 CFR part 92 subpart H**, except that the grantee does not assume the State's responsibilities for release of funds under **24 CFR 92.352** and the intergovernmental review process in **24 CFR 92.357** does not apply to the grantee.

21. **Prevailing Wage Rates and Labor Standards.** Prevailing wage rates do not apply to HOME-funded residential rehabilitation projects containing less than 12 dwelling units. If the Davis-Bacon Act does apply to a project, higher commercial construction rates will apply to projects with four stories or more, and lower residential rates will apply to projects with less than four stories. More information is available at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_foa.

22. **Universal Identifier and Central Contractor Registration.** As a recipient of federal funds, Grantee will be required to maintain an active registration in the System for Award Management (SAM) as required by **2 CFR Part 25**. Information on registration is available at www.sam.gov.

23. **Special Conditions on Lead-Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where a lead-safe renovator or lead abatement contractor listed by Ohio Department of Health (ODH) applies interim or abatement control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115** or that are within de minimis levels at **24 CFR Part 35.1350**. For activities that are covered by this Special Condition, Grantee shall:

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- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by **24 CFR Part 35.130** and get a receipt from the occupant that they have received the pamphlet.
- b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or Lead Abatement Contractor licensed by ODH.
- c. Use clearance technicians licensed by ODH or use a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee and furnish such information to Grantor upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allow Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the program, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.
- g. Have a scope of work prepared by persons who have, at a minimum, successfully obtained a Lead-Based Paint Contractor license.
- h. A contractor awarded a bid for a lead hazard control job must be licensed by the State of Ohio as a lead abatement contractor and must employ only licensed lead abatement contractors or workers. All lead abatement contractors must follow all HUD, United States Occupational Safety and Health Administration (OSHA), US EPA, state, and local regulations when performing lead hazard control work. Guidelines at <https://odh.ohio.gov/know-our-programs/lead-licensure-and-accreditation-program/laws-and-rules>.
- i. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.

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- j. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - i. That the contractor shall make the project and its files available for inspection by Grantor and Grantee during normal business hours anytime while the renovation, rehabilitation, or paint repair is being completed. This includes the entire work site, work specifications, and any documents related to the project.
 - ii. That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - iii. That the contractor:
 - a) Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or ODH licensure of all persons including licensed abatement contractors or workers).
 - b) Shall provide such documentation to Grantor upon request.
 - iv. That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with **24 CFR 35.900 to 35.940**, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.
 - v. That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead-safe manner.
 - vi. That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.
 - vii. That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

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24. Project Specific Conditions.

- a. Grantee must utilize the voluntary acquisition, donation, and waiver forms and process that are currently posted on the website at <https://development.force.com/OCDTA/s/topic/0TO10000000PPZdGAO/uniform-relocation-act> under Uniform Relocation Act. The format, the method of determining value, the process for providing notices, and seller certifications have been modified from the forms provided in the application forms.
- b. As a result of the 2005 regulation changes for Relocation and Real Property Acquisition for Federal and Federally-Assisted Programs, HUD is progressively updating its Handbook 1378, Tenant Assistance Relocation and Real Property Acquisition Handbook. Grantee must utilize the most current handbook for acquisition, relocation, and Section 104(d) procedures which is located at: https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780.
- c. Homebuyer counseling sessions must include a fair housing educational component that includes information related to potential discriminatory actions related to lending, insurance and real estate practices including abusive or unfair lending practices.
- d. Public Housing Authorities (PHA) administering HOME funded Tenant-Based Rental Assistance (TBRA) programs, may merge the waiting lists for tenant-based assistance. Admission procedures for HOME TBRA are different from the PHA's. The HOME funded TBRA program must be administered in compliance with HOME regulations (24 CFR 92.209) and is not subject to the HUD "One-Strike" rule. Fair housing information must be given to all TBRA applicants. Grantee must provide fair housing training to the PHA.
- e. The value after rehabilitation of owner-occupied projects, with or without acquisition assistance, must not exceed 95% of the median purchase price for the area. To determine 95% of median value, use the HOME affordable homeownership limits for existing housing as published by the U.S. Department of Housing and Urban Development, or in accordance of the Final Rule, as determined locally through market survey.

Determining after-rehabilitation value: After-rehabilitation value may be established by one or more of the following methods:
 - Informed estimate of value by qualified staff.
 - Appraisal including added value of rehabilitation.
 - Tax assessment if based on market value of comparable unit to post rehabilitation.

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25. Cost Definitions.

a. Administrative Costs. The Program Budget requires the applicant to identify and budget administrative costs.

Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- i. HOME Administration cannot exceed 10% of HOME funds.
 - ii. Administration is an eligible budget category for all housing activities.
 - iii. Charges to walk away units or when a national objective is not met, must be charged to administration.
 - iv. For more information, please see the HOME and CDBG requirements outlined in **24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09**
- b. Soft cost definitions. Eligible project soft costs are staff and overhead costs (salary and benefits) and other costs directly related to carrying out each specific project. Examples of soft costs include the following:
- i. Creating and managing specific case files/databases of projects under contract.
 - ii. Preparing, filing, recording legal/financial documents for specific eligible cases.
 - iii. Inspecting and testing dwellings (including all the inspections and tests in Appendix A of the Residential Rehabilitation Standards (RRS), LBP inspections, risk assessments and clearance testing).
 - iv. Preparing specifications/work write-ups.
 - v. Managing the contractor procurement process.
 - vi. Monitoring and managing the construction process and the private contractors.

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- vii. Responding to client's complaints.
- viii. Costs associated with title searches.
- ix. Counseling of the specific clients assisted through a CHIP Program activity.
- x. Relocation of households during the construction process.

24 CFR 92.207 (b) Staff and Overhead details Project Related “soft costs”, and notes that they may be charged as administrative costs or as project costs under **92.206 (d) (6) and (f) (2)** at the discretion of the participating jurisdiction. This includes all the project “soft costs” such as lead risk assessments, lead clearance tests, lab costs, mortgage lien recording fees and all inspections and testing required in Appendix A of the Residential Rehabilitation Standards (RRS). This includes tests conducted on wells, septic systems, furnaces and heating systems, wood destroying insects and pest inspections, as well as energy assessments. **Only hard costs may be charged to a client’s mortgage.**

All hard and soft costs associated with a project must be separately tracked and detailed in each client file. A summary sheet must be in each client file for all costs which must be supported by proper documentation. The following are the requirements for methodologies associated with the tracking and paying of time (labor) spent by staff conducting work that will be charged to the unit as soft costs:

- i. Consultants (nonprofit or for-profit entities under contract to administer a CHIP Program grant, or portion of a CHIP Program grant) could choose to charge an hourly rate or a per-unit cost (for example, \$50 per house for each initial inspection), whatever is in the contract. The contract must detail the amount and method of compensation. The tracking would be for whatever the charge is (units completed or hours worked).
- ii. Government employees paid an hourly fee will have to keep track of hours spent on each unit. Necessary documentation will include timesheets signed by the employee and authorized by the supervisor with times and dates.

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Attachment C

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subcontractant must be prohibited from inducing, by any means, any person employed in the construction,

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completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

Attachment D

Allowable Costs Policy and Procedure

Allowable Costs Policy and Procedure

<p>Section 1: Policy/Purpose</p>	<p>The purpose of this policy and procedure is to ensure that the Ohio Department of Development defines allowable costs for subgrantees who receive funding from federal grants. This policy and procedure was created to maintain compliance with current federal laws and regulations regarding grants and subgrantee costs and expenses.</p>
<p>Section 2: Roles and Responsibilities</p>	<ul style="list-style-type: none"> • Grant Strategy Manager – Maintains accuracy of allowable costs procedure and updates when federal regulations change. Shares the allowable costs procedure with program division staff members and assists with training for implementation. • Program Chiefs and Managers – shares this policy and procedure with all subgrant recipients. Provides training for subgrantees
<p>Section 3: Procedure</p>	<p>The Ohio Department of Development defines allowable costs for expenses charged to federal grant awards. This procedure will comply with federal rules describing allowable costs, and the department will advise subgrantees of allowable costs covered under this policy at the time a subgrant award is made.</p>
<p>Optional</p>	
<p>I. References</p>	<p>2 CFR 200.302(b)(7). – Financial Management 2 CFR 200 Subpart E – Cost Principles</p>
<p>II. Definitions</p>	<p>N/A</p>
<p>III. Attachments</p>	<p>N/A</p>
<p>IV. Step by Step Instructions</p>	<p>I. General Principles for Allowability – General Criteria</p> <p>Entities who receive federal grant subawards from the Ohio Department of Development may only charge costs to the grant that are allowable as defined by this procedure and federal rules. Subgrantees must submit an expense budget showing all expenses to be charged to the grant prior to receiving funding, and all expenses charged to a federal grant must be allowable. All costs proposed for federal grants must meet the following general standards:</p> <ol style="list-style-type: none"> 1. Be necessary. Costs must be needed to meet program goals.

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2. Be reasonable. The purchaser acted with care. The cost fits under the heading “sound business practice.”
3. Can be allocated. Costs must be charged in relation to benefits received.
4. Be given consistent treatment. Costs directly charged cannot also be indirectly charged.
5. Be determined in accordance with generally accepted accounting principles.
6. Be adequately documented.

II. Selected Items of Cost

Below is a list of common costs considered allowable and unallowable. This list is not all-inclusive. A cost not listed does not mean it is either allowable or unallowable. Subgrantees should use the allowable standards in Section I and refer to federal rules in 2 CFR 200 Subpart E – Cost Principles when determining if a cost is allowable.

A. Allowable Costs

Below are allowable costs in accordance with 2 CFR 200 Subpart E – Cost Principles. All costs must also meet the general criteria described in Section I.

1. Advertising for:
 - a. Recruitment of personnel.
 - b. Procurement of goods and services.
 - c. Disposal of scrap or surplus materials.
 - d. Program outreach.
2. Communications. Examples include telephone, cellular phone, and internet service.
3. Conferences where the primary purpose is to provide technical information. Examples include informing subrecipients or contractors of:
 - a. New laws and regulations affecting a federal grant.
 - b. Changes to the grant agreement.
 - c. New strategies to improve grant performance.
4. Insurance.
5. Maintenance and repair.
6. Materials and supplies.
7. Meals and refreshments. Generally, there is a very high burden of proof to show that paying for food and beverages with Federal funds is necessary to meet the goals and objectives of a Federal grant. There must be adequate documentation on:
 - a. The necessity of having a meeting during a mealtime instead of during normal business hours.
 - b. The grant-related subjects discussed.
 - c. Include a list of members attending and receiving meals and/or refreshments.
 - d. Itemized meal cost receipts containing the date and name of the organization providing the meal.

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8. Memberships, subscriptions, and professional activity costs (excluding costs associated with lobbying).
9. Personnel and fringe benefits costs. Bonuses are allowable only if included in the grant budget, and policies for providing bonuses are set prior to performance of work and are not dependent on funding remaining in the grant.
10. Overtime may be eligible, but subgrantees may not exceed total personnel costs in the grant budget even with overtime costs included.
11. Postage, freight, and other shipping costs.
12. Professional service costs necessary for fulfilling the grant.
13. Publication and printing costs.
14. Public relations costs for communicating with the public. The information provided must relate to a specific activity or milestone of the federal grant. Costs for conducting general liaison with news and government are also allowed.
15. Rental costs of real property and equipment (idle property is unallowable unless it is to finish the satisfaction of a contract).
16. Travel and employee relocation costs following the subgrantee's policy.
17. Audit costs eligible under 2 CFR 200.425

B. Unallowable Costs

Certain costs are not allowed to be charged to federal grants. These costs are not allowed according to 2 CFR 200 Subpart E – Cost Principles. Costs not allowed include but are not limited to:

1. Advertising and public relations except for those specified in 2 CFR Section 200.421.
2. Alcoholic beverages.
3. Bad debts. These include losses arising from uncollected accounts.
4. Capital expenses such as construction of a new building are unallowable except in cases where the federal grant program and award specifically permits capital expenses.
5. Capital Improvement costs for general purpose or improvements to equipment, buildings, and land as direct charges, except in cases where the federal grant program and award specifically permits capital improvement expenses.
6. Criminal, civil, or administrative proceeding against the subgrantee.
7. Donation costs to other entities. These costs include cash, property, and/or services.
8. Entertainment costs. These costs include pastime, social activities, and any associated costs.
9. Fundraising costs. These costs include financial campaigns, donation drives, gifts, and similar costs incurred to raise capital or obtain contributions.
10. Goods or services for personal use by [Entity] employees.
11. Idle facilities.
12. Interest charged.
13. Investment counsel and staff and similar costs incurred to enhance income from investments.
14. Lobbying costs.

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- 15. Meals and refreshments while engaging in day-to-day business or staff training and meetings with employees.
- 16. Membership costs for any social or dining clubs or organizations (e.g., country club).
- 17. Office decorations.
- 18. Penalties, fines, or late fees.
- 19. Promotional items and memorabilia, such as giveaways, gifts, and souvenirs.
- 20. Shifted costs to overcome funding shortages.
- 21. Travel costs exceeding reasonable lodging and meal allowances.
- 22. Audit costs ineligible under 2 CFR 200.425.

III. Adequate Documentation

All vouchered expenses must be accompanied with supporting documentation to ensure costs are reasonable, allowable, and allocable.

A. Minimum Requirements of Supporting Documents

- 1. Supporting documents must show:
 - a. Name of business.
 - b. Date of purchase/service completed.
 - c. Itemized cost.
 - d. Description of how costs benefit the grant.
 - e. Amount and percentage of costs allocated to all programs (if applicable).
 - f. Who requested and approved the purchase.
 - g. Other records to facilitate an effective audit.

B. Required Documentation for Personnel Compensation

Salaries and wages charged to a federal grant must be supported with time reports accurately reflecting the work performed in accordance with 2 CFR 200.430 (i) Standards for Documentation of Personnel Expenses. Required documentation for personnel compensation include:

- 1. Time reports with daily records of total hours worked.
- 2. Report must include all activity codes.
- 3. Time distributed accurately between all activities, including non-federal.
- 4. Use adequate increments (hours, half hours, minutes).
- 5. Signed by the employee and supervisor/designee with a statement attesting to the accuracy of the document.

IV. Procurement Procedures

Subgrantees who make purchases with federal grant funding will comply with federal procurement rules in 2 CFR 200 Part D, Section 200.320, including rules for:

- 1. Micro Purchases;

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- 2. Small Purchases below a Simplified Acquisition Threshold;
- 3. Larger Purchases over the Simplified Acquisition Threshold.

In most cases, competitive procurement must be used for grant expenses. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

Attachment E

Grantee Reporting and Record Keeping Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within 15 days of the completion of each six-month interval of the grant work period.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with all applicable reporting requirements as outlined in **24 CFR Part 92** and **2 CFR Part 200**.
4. Grantee shall retain all records, receipts, etc., for a period of five years after the Final Closeout of this Agreement per **2 CFR 200.344** and **24 CFR 92.508**©. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

Project Records to be Maintained

Grantee shall establish and maintain sufficient records to enable the Grantor to determine whether the Grantee has met the requirements under this Agreement and in accordance with 24 CFR part 92, as applicable. Grantee shall maintain all applicable records described in 24 CFR 92.508, including the following:

1. Project records;
2. CHDO records;
3. Financial records;
4. Program administration records; and
5. Documentation records (i.e., documenting compliance with Federal requirements such as equal opportunity and fair housing, and conflict of interest).

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Attachment F

Grantee Assurances and Certifications

The following assurances will be contained in this Agreement between the Grantor and Grantee.

Grantee hereby assures and certifies the following:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons as a result of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24.
5. It will certify that it will comply with Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at 24 CFR part 75, and will follow the prioritization of effort outlined in 24 CFR 75.19:
 - a. Employment and training.
 - i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:
 1. Section 3 workers residing within the service area or the

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- neighborhood of the project.
- 2. Participants in YouthBuild programs.
 - b. Contracting.
 - i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee 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 metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:
 - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project.
 - 2. YouthBuild programs.
- 6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of **24 CFR 570.486** and **42 U.S. Code § 5304**.
- 7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
- 8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
- 9. It will certify that it has complied with the following criteria related to assessments and fees:

Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefiting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public

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improvement's capital costs.

Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

- a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.
- b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

Program funds may be used to pay all or part of special assessments levied against a property when such assessments are used to recover the capital cost of eligible public improvements financed solely from sources other than CDBG funds, provided that:

- a. The assessment represents the property's share of the capital cost of the improvements.
- b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements.
- c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

10. It will certify that the grant will be conducted and administered in conformity with **title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601- 3619)** and implementing regulations.
11. Its activities concerning lead-based paint will comply with the requirements of **24 CFR 35, subparts A, B, J, K, and R.**
12. It will comply with all applicable laws.

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13. In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable:
- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by **41 U.S.C. 1908**, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under **41 CFR Part 60**, all contracts that meet the definition of “federally assisted construction contract” in **41 CFR Part 60-1.3** must include the equal opportunity clause provided under **41 CFR 60-1.4(b)**, in accordance with **Executive Order 11246**, “Equal Employment Opportunity” (**30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339**), as amended by **Executive Order 11375**, “**Amending Executive Order 11246 Relating to Equal Employment Opportunity**,” and implementing regulations at **41 CFR part 60**, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - d. Davis-Bacon Act, as amended (**40 U.S.C. 3141-3148**). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (**40 U.S.C. 3141-3144, and 3146-3148**) as supplemented by Department of Labor regulations (**29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”**). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (**40 U.S.C. 3145**), as supplemented by Department of Labor regulations (**29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”**). The Act provides that each contractor or sub-recipient must be

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prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- e. Contract Work Hours and Safety Standards Act (**40 U.S.C. 3701-3708**). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with **40 U.S.C. 3702** and **3704**, as supplemented by Department of Labor regulations (**29 CFR Part 5**). Under **40 U.S.C. 3702 of the Act**, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of **40 U.S.C. 3704** are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under **37 CFR 401.2 (a)** and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of **37 CFR Part 401**, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (**42 U.S.C. 7401-7671q**.) and the Federal Water Pollution Control Act (**33 U.S.C. 1251-1387**), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (**42 U.S.C. 7401-7671q**) and the Federal Water Pollution Control Act as amended (**33 U.S.C. 1251-1387**). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (**Executive Orders 12549 and 12689**)—A contract award (see **2 CFR 180.220**) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at **2 CFR 180** that implement Executive Orders 12549 (**3 CFR**

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part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. Byrd Anti-Lobbying Amendment (**31 U.S.C. 1352**)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.
- j. Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**. Contracts for projects that meet the definition of “Section 3 Project” under **24 CFR 75.3(a)(2)** must include language applying the requirements of Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**.
- k. See **§200.323** Procurement of recovered materials.
- l. See **§200.216** Prohibition on certain telecommunications and video surveillance services or equipment.
- m. See **§200.322** Domestic preferences for procurements.

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Attachment G

Local Government Certifications to the State

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction.
 - b. Provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title.
 - c. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee.
 - d. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled.
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section

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108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).

5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).
6. The chief executive officer of the unit of general local government certifies, to the best of their knowledge and belief, that:
 - a. No federal-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN THE MATTER OF APPROVING THE CONTRACT WITH KLEINFELDER, INC. FOR PROFESSIONAL SERVICES FOR THE ADMINISTRATION AND IMPLEMENTATION OF PY 2024 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Ohio Department Development (ODOD) Office of Community Development (OCD), provides financial assistance to local governments for the purpose of addressing local housing needs; and,

WHEREAS, the Auglaize County Board of County Commissioners has received a grant from the State of Ohio, Ohio Department of Development (ODOD) Office of Community Development (OCD) under the Small Cities Community Development Block Grant Community Housing Impact and Preservation Program (CHIP) for PY 2024; and,

WHEREAS, Kleinfelder, Inc. has submitted a letter contract to the Board for said firm to provide professional planning services to assist the County, for the maximum fee of \$263,500.00 for the administration and implementation of its PY 2024 CHIP Grant; and,

WHEREAS, the Board of County Commissioners has reviewed the contract finding same to be in order and reasonable.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the letter contract for professional planning services of Kleinfelder, Inc. for the administration and implementation of the PY 2024 CHIP Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambauer, to execute said contract.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Kleinfelder, Inc.
Clerk of the Board

CLIENT PROFESSIONAL SERVICES AGREEMENT
PY2024 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP)
ADMINISTRATIVE CONTRACT
AUGLAIZE COUNTY, OHIO
PROJECT NO.: 25003599.001A

This Agreement is made on: February 12, 2025

Between Auglaize County Board of Commissioners, OH with offices at 209 South Blackhoof Street, Room 201, Wapakoneta, OH 45895 (Client and Owner)

And Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, OH 43402 (Kleinfelder).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
 - (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Kleinfelder's Proposal, dated February 9, 2024, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
 - (c) third, this Agreement; and
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, Services). The Proposal also shall specify Client's project for which the Services will be performed (Project), the location of Client's Project for providing the Services (Site), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
- (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than April 30, 2027, unless earlier terminated by either party or extended by the parties' mutual written agreement.
- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

- 6.1 Kleinfelder will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
 - Client will pay a **lump sum of \$263,500**. Kleinfelder will invoice monthly on a percentage completed basis (28-month CHIP Program period). For housing rehabilitation/repair units/tasks, Kleinfelder will invoice 75% when units close/are under contract; with remaining 25% balance of unit fee invoiced at project/unit final pay/closeout.
 - Client will pay on a **time and material basis not to exceed** the sum of \$. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Kleinfelder will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by Kleinfelder under clause 12.1.

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions or Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work

products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products; Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;

(b) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;

(c) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, and to the extent permitted by law indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.

10.4 Notwithstanding any of the foregoing, Kleinfelder acknowledges that instruments of Service prepared by Kleinfelder hereunder may, in whole or in part, constitute public records. As such, Kleinfelder agrees that it shall retain such instruments of Service in accordance with client's applicable retention schedules, and further, shall honor in a timely manner all public records requests pertaining to non-exempt public records.

11. CLIENT'S RESPONSIBILITIES

11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and

11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.

11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.

11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.

12.2 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY

13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services or \$50,000, and Client hereby releases Kleinfelder from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.

13.2 This limitation of liability has been agreed after Client and Kleinfelder discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Kleinfelder.

13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subcontractors and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

15.1 Client agrees:

- (a) Kleinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
- (b) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (c) Kleinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

16. SITE ACCESS

16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.

18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.

18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.

18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.

18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.

19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.

19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.

19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.

19.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

IN WITNESS WHEREOF, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

CLIENT: AUGLAIZE COUNTY, OH

KLEINFELDER:

By:  By: _____

Printed Name: David Bambauer

Printed Name: Denise M. Plummer, P.E.

Title: President, Board of Commissioners

Title: Area Manager

ATTACHMENTS:

- Appendix A, Kleinfelder Proposal
- Appendix B, Fee Schedule
- Appendix C, ODOD-OCE Policy Memo, April 30, 2024
- Appendix D, Certificate of Attorney/Certification of Funds

IN THE MATTER OF ACCEPTING THE RESIGNATION FROM AN EMPLOYEE AS THE CASE MANAGER / EMPLOYMENT SERVICES COUNSELOR POSITION OF THE JOB AND FAMILY SERVICES DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners received correspondence from Job and Family Services Department Director that an employee, Christi Lightle, is resigning from her position as the Case Manager / Employment Services Counselor position effective February 26, 2025. She also thanked the Job and Family Services Department for the opportunity.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby accept the resignation of the Job and Family Services Department employee as the Case Manager / Employment Services Counselor Position effective February 26, 2025.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Job & Family Services
Christi Lightle

Auditor

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE SIMMS RUN, DOORLEY, SIMMS-MINNICH AND SPRINGER-SIMM DITCHES AND TO REEVALUATE THE MAINTENANCE BASES AND REEVALUATE THE WATERSHED MAPS FOR SAID COUNTY DITCH PROJECTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on October 31, 2024, County Engineer Andrew Baumer, Drainage Technician TJ Place and Drainage Engineer Sam Philipot met with the Auglaize County Commissioners, reviewing plans for the Simms Run, Doorley, Simms-Minnich and Springer-Simms ditch projects and the completed 2008 construction on the Simms Run Ditch, the completed 1986 construction on the Doorley Ditch Project, the completed 1985 construction on the Simms-Minnich Ditch Project and the completed 1996 construction on the Springer-Simms Ditch Project; and,

WHEREAS, County Engineer Baumer presented the following correspondence to the Board:

Simms Run Ditch - In 2008, the Simms Run Ditch was petitioned through the Auglaize County Engineer, this open ditch has since been maintained by the Auglaize County Highway Department. This 8,510 feet long open ditch improvement drains a watershed of 1,580 acre, in 2008, cost \$57,963.29 for the reconstruction of the open ditch. A part of the 2008 improvements included reconstructing 1,245 feet of the Doorley Branch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 17 years of maintaining the project with the 2008 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and individual base costs for the parcels within the watershed.

Doorley Ditch - In 1986, the Doorley Ditch was petitioned through the Auglaize County Engineer, this open ditch has since been maintained by the Auglaize County Highway Department. This 1,318 feet of open ditch and 5,450 feet of tile that drains a watershed of 435 acres and in 1986, cost \$24,797.48 for the installation of the open and tile ditches. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 39 years of maintaining the project with the 1986 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and individual base costs for the parcels within the watershed.

Simms-Minnich Ditch - In 1985, the Simms-Minnich Ditch was petitioned through the Soil and Water Conservation, this tile ditch has since been maintained by the Auglaize County Highway Department. This 5,187 feet of open ditch drains a watershed of 654 acres and in 1985, cost \$10,717.70 for the installation of the tile ditch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 40 years of maintaining the project with the 1985 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and individual base costs for the parcels within the watershed.

Springer-Simms Ditch - In 1996, the Springer-Simms Ditch was petitioned through the Soil and Water Conservation, this tile ditch has since been maintained by the Auglaize County Highway Department. This 1,011 feet of tile ditch drains a watershed of 211 acres and in 1996, cost \$8,187.85 for the installation of the tile ditch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 29 years of maintaining the project with the 1996 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the Simms Run project is \$95,996.38. Moving 1,245 feet of the Doorley Branch from the Simms Run Ditch to the Doorley Ditch. This number represents what it would cost today to reconstruct the 7,265 feet of the Simms Run Ditch as done in 2008 for \$57,963.29. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 17 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this open ditch such as herbicide spraying, periodic bottom dips and erosion control.

After reevaluating the watershed, the new construction base cost for the Doorley Ditch project is \$112,870.82. This number represents the estimated cost in today's dollars to reconstruct the Doorley Ditch including the 5,450 feet of tile ditch and 2,563 feet of open ditch (of which 1245 feet or open ditch are from the Simm's Run Ditch), which in 1986 cost \$24,797.48. The reevaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 39 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

After reevaluating the watershed, the new construction base cost for the Simms-Minnich project is \$37,064.00. This number represents what it would cost today to reconstruct the 5,187 feet of the Simms-Minnich Ditch as done in 1985 for \$10,717.70. The reevaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 40 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

After reevaluating the watershed, the new construction base cost for the Springer-Simms project is \$22,509.87. This number represents what it would cost today to reconstruct the 1,011 feet of the Springer-Simms Ditch as done in 1996 for \$8,187.85. The reevaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 29 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the watershed and we are asking the Board of Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

THEREFORE BE IT RESOLVED, the Board of Auglaize County Commissioners, does hereby set **April 29, 2025**, at **1:30 p.m.** in the Assembly Room – 2nd Floor in the Administration Building, located 209 S. Blackhoof Street, Wapakoneta, Ohio for the Maintenance Hearing on the Simms Run, Doorley, Simms-Minnich and Springer-Simms County Ditch Projects.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

rec: County Engineer

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE HOLTHAUS DITCH AND TO REEVALUATE THE MAINTENANCE BASE AND UPDATE THE WATERSHED MAP ON SAID DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer Andrew Baumer, Drainage Engineer Sam Philipot and Drainage Technician TJ Place met with the Board on October 31, 2024:

In 1990, the Holthaus Ditch underwent improvements after being petitioned through the Auglaize Soil and Water, and has since been maintained by the Auglaize County Engineer's Office. This 2,459 tile and 309 waterway ditch drains a watershed of 225 acres and in 1990, cost \$10,608.74 for the installation of the drainage tile and waterway. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 35 years of maintaining the project with the 1994 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and the individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$41,429.13. This number represents what it would cost today to reconstruct the 2,459 feet of tile and 309 feet of waterway for the Holthaus Ditch as done in 1990 for \$10,608.74. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 35 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Holthaus watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **May 1, 2025 at 1:30 p.m.** in the Chambers located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Holthaus Ditch maintenance base and update the watershed map.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambaauer, yes
David Bambaauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: County Engineer

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE TROTTER DITCH AND TO REEVALUATE THE MAINTENANCE BASE AND UPDATE THE WATERSHED MAP ON SAID DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer Andrew Baumer, Drainage Engineer Sam Philipot and Drainage Technician TJ Place met with the Board on October 31, 2024:

In 1990, the Trotter Ditch underwent improvements after being petitioned through the Auglaize Soil and Water, and has since been maintained by the Auglaize County Engineer's Office. This 500 feet open and 711 feet of tile ditch drains a watershed of 332 acres and in 1990, cost \$6,347.23 for the installation of the drainage open and tile ditch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 35 years of maintaining the project with the 1990 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and the individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$21,213.91. This number represents what it would cost today to reconstruct the 500 feet of open ditch and 711 feet of tile ditch for the Trotter Ditch as done in 1990 for \$6,347.23. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 35 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Trotter watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **May 6, 2025 at 1:30 p.m.** in the Chambers located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Trotter Ditch maintenance base and update the watershed map.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Engineer

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE TAYLOR DITCH AND TO REEVALUATE THE MAINTENANCE BASE AND UPDATE THE WATERSHED MAP ON SAID DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer Andrew Baumer, Drainage Engineer Sam Philipot and Drainage Technician TJ Place met with the Board on October 31, 2024:

In 1989, the Taylor Ditch underwent improvements after being petitioned through the Auglaize Soil and Water, and has since been maintained by the Auglaize County Engineer's Office. This 1,029 feet tile and 732 feet of waterway drains a watershed of 165 acres and in 1989, cost \$8,443.10 for the installation of the drainage tile and waterway ditch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 36 years of maintaining the project with the 1989 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and the individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$35,304.27. This number represents what it would cost today to reconstruct the 1,029 feet of tile ditch and 732 feet of waterway for the Taylor Ditch as done in 1989 for \$8,443.10. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 36 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Taylor watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **May 8, 2025 at 1:30 p.m.** in the Chambers located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Taylor Ditch maintenance base and update the watershed map.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Engineer

IN THE MATTER OF APPROVING R&L CONTRACTING, INC. REVOLVING LOAN FUND APPLICATION AND AUTHORIZING AND DIRECTING THE BOARD PRESIDENT TO ENTER INTO CLOSING BINDER DOCUMENTS WITH R&L CONTRACTING, INC. AND LANDHAWK INCORPORATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County has received grants for economic development from the State of Ohio and/or federal government, which were loaned to businesses or industries for job creating/retaining development projects; and

WHEREAS the State of Ohio requires that RLFs be established to accommodate debt service repayments being made by these companies; and

WHEREAS, the Revolving Loan Fund has been established by Auglaize County to meet two primary goals:

1. To encourage the expansion and stability of the economic base of the RLF area; and
2. To encourage increased employment opportunities, particularly for low- and moderate-income persons in Auglaize County; and

WHEREAS, in accordance with the requirements of Ohio Department of Development, Office of Community Infrastructure that municipalities must formally approve Revolving Loan Fund Applications; and

WHEREAS the Loan Review Committee met on February 6, 2025, and unanimously approved the R&L Contracting, Inc. Revolving Loan Fund Application; and

WHEREAS the Office of Community Infrastructure approved the State-required Pre-Application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF AUGLAIZE COUNTY, with at least two-thirds of all members elected thereto concurring:

SECTION 1: That the Auglaize County Revolving Loan Fund Application for R&L Contracting, Inc. (Business) and LandHawk Incorporated (Property Owner) be approved, as recommended by the County's Revolving Loan Fund Loan Review Committee, to loan \$175,000 for building purchase for continuation of this business, including job creation, with a rate of 3%, term of 20 years, and second position on the building.

SECTION 2. That the President of the Board of Commissioners on behalf of said county, is hereby authorized and directed to sign Revolving Loan Fund Closing Binder Documents in accordance with documents required by the State of Ohio.

SECTION 3. That all formal actions of the County concerning and relating to the adoption of this resolution were adopted in an open meeting and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of Auglaize County and the State of Ohio.

SECTION 4. That this resolution shall therefore be in full force and effect from and after its passage.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer Yes
David Bambauer

John N. Bergman Yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

IN THE MATTER OF APPROVING THE RE-EVALUATION OF THE ASSESSMENT BASE FOR THE MAINTENANCE FOR THE KLAUS DITCH; CHANGING THE WATERSHED MAP AND CERTIFYING THE MAINTENANCE BASE TO THE COUNTY AUDITOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #25-027, the Board of Auglaize County Commissioners set a date, February 18, 2025, to hold a public hearing on the base assessments for the Klaus Ditch Maintenance fund established in 1983; and,

WHEREAS, that the hearing was for the review and re-evaluation of the Klaus Ditch which is provided under section 6137.112 of the Ohio Revised Code; and,

WHEREAS, in addition to reevaluating the Klaus watershed; and,

WHEREAS, there currently exists a balance in the maintenance fund of \$479,66; and,

WHEREAS, notification of the public hearing and base assessments were given, via U.S. Mail, to all landowners involved in said watershed.

THEREFORE BE IT RESOLVED, that the Board of Auglaize County Commissioners, does hereby approve the re-evaluation of the assessment base from \$1,916.25 to \$5,315.80 for the Klaus Ditch; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners, does hereby authorize the changes to the watershed map and acreage; and,

BE IT STILL FURTHER RESOLVED that said Board certifies to Auglaize County Auditor said maintenance assessment base.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: Engineer
Auditor

IN THE MATTER OF SELECTING BUTLER FAIRMAN & SEUFERT (BF&S) AS THE CONSULTANTS FOR PROFESSIONAL SERVICES FOR FEDERAL AVIATION ADMINISTRATION PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, qualification statements/proposals have been received by Neil Armstrong Airport, New Knoxville, Ohio through the Auglaize County Airport Authority and Board of County Commissioners from qualified design professional consulting firms to perform necessary functions for its anticipated receipt of funds from the United States of America, through the Federal Aviation Administration, ODOT, Office of Aviation, or local sources, for improvements at the Neil Armstrong Airport for proposed projects over a period of up to five years beginning with Federal fiscal year 2025; and,

WHEREAS, statements/proposals were submitted by following consultants before the deadline of January 14, 2025 at 4:00 p.m. as ordered by the Board:

BF&S Aviation, Indianapolis, IN;
Delta Airport Consultants, Inc., Cleveland, OH;
Brandstetter Carroll, Inc., Cincinnati, OH;
Woolpert, Beavercreek, OH; and

WHEREAS, Airport Manager, Ted Bergstrom, the Airport Authority Board member Gene Will, President of the Board, David Bambauer and County Administrator Erica Preston, reviewed and evaluated the proposals/statements as received. The RFQ/RFP committee has recommended to the Board that BF&S be the consultant selected to perform the professional services as mentioned above for the Federal Aviation Administration Program.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby select BF&S as its consulting firm to perform the professional services s required from time to time for the Federal Aviation Administration Program and general consulting needs of the Airport.

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

Adopted this
18th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Neil Armstrong Airport
BF&S
Delta Airport Consulting
Brandstetter
Woolpert