

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR, AS REQUESTED BY THE SANITARY ENGINEER, TO REIMBURSE THE COUNTY GENERAL FUND FROM VARIOUS SEWER ACCOUNTS FOR OHIO EPA FINES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the County Sanitary Engineer, Andrew Baumer requested that the Board of County Commissioners authorizing the following fund reimbursements from various sewer accounts, as listed, to the County General for Ohio EPA fines per resolution #15-161 dated April 9, 2015:

<u>Sharlon</u>	\$ 900.00	102.0016.550200 (Advance Repayment)	001.0700.401802 (Red. from other funds)
<u>Sherwood Forest</u>	\$2,500.00	105.0016.550200 (Advance Repayment)	001.0700.401802 (Red. from other funds)
<u>KZ</u>	\$ 146.27	107.0016.550200 (Advance Repayment)	001.0700.401802 (Red. from other funds)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize County Auditor to complete the reimbursement of funds as requested above by County Sanitary Engineer.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman
Douglas A. Spencer, js
Douglas A. Spencer
David Bambauer, yes
David Bambauer

cc: County Sanitary Engineer
 County Auditor

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE VETERANS SERVICE COMMISSION, OFFICERS & STAFF TO ATTEND STATE / DISTRICT / REGIONAL CONVENTIONS / SEMINARS THROUGHOUT THE REMAINDER OF 2023.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Robert Wiss, the Auglaize County Director/Veteran Service Officer, submitted correspondence to the Board of County Commissioners informing it that the Veterans Service Commission requests that the Board Members, consisting of Ron Zenz, John Schwarck, Michael Borges, John McLunkin and Jeanne Goodes and Office Staff consisting of Rob Wiss, Eric Pugh and Jessica Wegesin, be authorized for travel expenses throughout 2023; and,

WHEREAS, travel expenses requested to be approved and authorized are for Veterans Service Commission Office to attend all necessary conventions, conferences and seminars.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the above request and does authorize the above mentioned expenses, ordering bills to be paid upon proper presentation, providing all is in accordance with the County's Travel Policy.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, ye
Douglas A. Spencer

David Bambauer, yes
David Bambauer

✓cc: Veterans Service Commission
Director

County Commissioners Office
Auglaize County, Ohio
January 12, 2023

NO. #23-021

IN THE MATTER OF AUTHORIZING EMPLOYMENT OF JASON SOLOMON TO THE FULL TIME MAINTENANCE POSITION FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the maintenance employee gave notice of his resignation, thus creating a need to fill his position within the Maintenance Department for Auglaize County; and,

WHEREAS, resumes have been received, reviewed and interviews have been given for the full-time maintenance supervisor position; and,

WHEREAS, Jason Solomon was selected to be offered the Position; with Mr. Solomon agreeing to accept the Position.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the employment of Jason Solomon as a full-time Maintenance Worker as mentioned above; and,

BE IT FURTHER RESOLVED that the following stipulations apply to this employment:

1. Compensation for Mr. Solomon will be in the amount of \$21.50 per hour with a probation period of 180 days with a potential of a \$0.50 increase;
2. Employment to commence contingent upon a successful completion of a background check.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: Jason Solomon
County Auditor

IN THE MATTER OF DESIGNATING THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO (CCAO) IN 2023.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and,

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the Board of County Commissioners; and,

WHEREAS, in designating the Official Representative and Alternate only a member of the Board of County Commissioners is eligible to be designated as the Office Representative and Alternate.

NOW THEREFORE BE IT RESOLVED that John N. Bergman, President of the Board of County Commissioners, Auglaize County, Ohio, is designated as the Official Voting Representative of Auglaize County; and,

BE IT FURTHER RESOLVED that Douglas A. Spencer, Vice-President of the Board of County Commissioners, Auglaize County, Ohio is designated as the Alternate Voting Representative of Auglaize County.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

FAA 2021 Wildlife Fund
Amount: From: 087.0087.530600 (Contract Services) To: 087.0087.530601 (Planning)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: County Auditor
County Administrator

IN THE MATTER OF SETTING THE COMPENSATION FOR THE SERVICES OF THE BOARD OF VETERANS SERVICE COMMISSION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code 5901.04, the Board of County Commissioners shall fix a fair compensation for the services of the Board of Veterans Services Commission (the “*Vets Board*”); and,

WHEREAS, an Attorney General’s opinion declared members of Board of Veterans Service Commission to be “officials”; and

WHEREAS, the Board of County Commissioners in Resolution #01-624 adopted the policy and set the compensation of the Veterans Service Commission officials as \$179.00 per month and this is be increased annually; and,

WHEREAS, upon the request of the Veteran Service Commission Officer, Rob Wiss, this Board has reviewed the existing compensation of the Vets Board and has determined to adjust the consumer price index cap found in Resolution #01-624.

THEREFORE, BE IT RESOLVED, that effective December 31, 2022, the consumer price index cap found in resolution #01-0624 shall be adjusted to four (4) percent.

Commissioner Bambauer seconded the Resolution and upon the roll being called. The vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

✓cc: Veteran Service Officer

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED AND AUTHORIZING AN INCREASE FOR THE AUGLAIZE COUNTY CLERK OF COURTS CERTIFICATE TITLE ADMINISTRATION FUND; AUTHORIZING A TRANSFER TO THE GENERAL FUND.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spicer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 3, 2023, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2023 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor's Office; and,

WHEREAS, I. Jean Meckstroth, Clerk of Courts, has requested an amendment to the Annual Appropriation with moneys that were certified and unappropriated in the Certificate Title Administration Fund (026) budget.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize an amendment to the 2023 Annual Appropriation for Certificate Title Administration appropriation as follows:

Increase 026.0026.531000 (Transfer Out) by \$200,000.00; and,

WHEREAS, with said amendment, a request was made for the following transfer of funds:

**From: 026.0026.531000 – Certificate Title Administration – Transfer Out
Amount \$200,000.00
To: 001.1100.400100 – General Fund – Transfer in:**

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the transfer as mentioned above.

WHEREAS, I. Jean Meckstroth, Clerk of Courts, and Erica A. Preston, County Administrator, has requested an amendment of \$200,000.00 to the Annual Appropriation with moneys that were certified and unappropriated in the General Fund (001) budget; and,

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to increase the below line item for the 2023 Annual Appropriation for the General Fund – LEC 5 Year Plan Equipment as follows: **Increase 001.0402.530402 (Equipment).**

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Speiser yes
Douglas A. Speiser

David Bambauer yes
David Bambauer

cc: ✓ County Auditor
✓ County Administrator
✓ Clerk of Courts

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A Lenco BEARCAT VEHICLE FOR THE AUGLAIZE COUNTY SHERIFF'S OFFICE USING THE AUGLAIZE DEVELOPMENT FUND AND GENERAL FUND.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Sheriff's Office has presented a quote to the Clerk of Courts and the Board of County Commissioners for the purchase a Lenco BearCat vehicle for the Auglaize County Sheriff's Office from Lenco Armored Vehicles. The GSA Federal Acquisition Service Contract Number is GS-07F-169DA. The total cost is \$316,723.00; and,

WHEREAS, the below are the Sole Source Specifications for the Lenco BearCat:

- Lenco Bear Cat – paint color lusterless black with LED lights: Red & Blue \$200,704.00;
- Diesel Engine, 6.7L Turbo \$8,859.00;
- BearCat G3 4-wheel off-road Upgrade Pkg w/Run-Flats \$34,958.00;
- Roof Mounted Remote Control Spot Light – LED \$2,808.00;
- Back up Camera System with Monitor \$2,297.00;
- Rear A/C – Heating System_ High C au \$7,182.00;
- Radio Prep Package, (1) Max (2) \$502.00;
- (1) 7” Vertical GunPort Upgrade \$1,216.00;
- Electric Power Mirrors \$1,508.00;
- 4-Door Configuration \$7,858.00;
- Police Cupola w/Barn Doors \$18,664.00;
- Armored Oil Pan Guard \$1,936.00;
- Hydraulic Front Mounted Receiver with Ram Post and Plate \$12,479.00;
- Break and Rake \$1,200.00;
- Gas Injector Unit \$14,552.00.

THEREFORE BE IT RESOLVED, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the purchase and authorizes the President of the Board to execute the quote for the Lenco BearCat vehicle and accessories at the total cost of \$316,723.00; and,

BE IT FURTHER RESOLVED that said Board of Commissioners does hereby authorize and instruct the Clerk to encumber the funds from 053.0053.530400 in the amount of \$116,723.00 and 001.0402.530402 in the amount of \$200,000.00; and,

BE IT STILL FURTHER RESOLVED that the Chief Deputy proceed with the purchase per the above mentioned quote.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Barnbauer, yes
David Barnbauer

cc: ✓ Sheriff, Auditor, County Administrator

IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION THROUGH ADULT PAROLE AUTHORITY FOR COMMUNITY CONTROL/PROBATION SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Department of Rehabilitation and Correction's Adult Parole Authority has provided community control/probation supervision services to the County; and,

WHEREAS, Judge Frederick Pepple has asked the Board of County Commissioners to enter into an agreement with the Ohio Adult Parole Authority so that these services will continue; and,

WHEREAS, the Ohio Adult Parole Authority has prepared the agreement which has been reviewed and executed by Judge Pepple.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and execute the agreement with the Ohio Adult Parole Authority for community control/probation supervision services and authorizes the Present of the Board to execute said agreement; and,

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

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	<u>Yes</u>
John N. Bergman	
<u>Douglas A. Spencer</u>	<u>Yes</u>
Douglas A. Spencer	
<u>David Bambauer</u>	<u>Yes</u>
David Bambauer	

Attachment

cc: Court of Common Pleas
Auditor

IN THE MATTER OF ASSIGNING AUTHORITY TO JULIE GOSSARD, DIRECTOR OF JOB AND FAMILY SERVICES TO ACT AS THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS' DESIGNEE FOR APPROVING INTER-COUNTY ADJUSTMENTS OF ALLOCATED FUNDS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and,

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and,

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and,

WHEREAS, a county family services agency must make such inter-county adjustment request to the Ohio Department of Job and Family Services, and include with such request a resolution authorizing such from that County's Board of County Commissioners; and,

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(G)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county family service agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE BE IT RESOLVED, that the Board of Auglaize County Commissioners hereby assigns authority to Julie Gossard, Auglaize County Director of Job and Family Services, for the specific period from January 1, 2023 through December 31, 2023, to serve as the Board of Auglaize County Commissioners' designee, and thereby grant Ms. Gossard the authority to sign inter-county adjustment agreements on behalf of Auglaize County for the period January 1, 2023 through December 31, 2023.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: Auglaize County DJFS
/ Auditor

IN THE MATTER OF AUTHORIZING THE FINANCIAL COMMITMENT OF \$300,000 TO HERITAGE TRAILS PARK DISTRICT FROM THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS AS RECOMMENDED BY THE COUNTY ADMINISTRATOR FOR THE CLEAN OHIO CONSERVATION FUND GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, a HTPD Board member met and requested a financial commitment of \$300,000 for the grant application for the HTPD grant application to the Clean Ohio Conservation Fund (District 13 – Program Year 2022-2023 application); and,

WHEREAS, the Board is willing to approve a financial commitment in the amount of \$300,000.00 for the said project.

THEREFORE, BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the financial commitment in the amount of \$300,000.00 from the 2023 Annual Appropriations.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: HTPD
Auditor

IN THE MATTER OF ACCEPTING THE QUOTE FROM PERRYPROTECH FOR THE COMMON PLEAS COURT AND RATIFYING THE EXECUTION OF SAID QUOTE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, PerryProTech has submitted a quote of \$1,150.00 to supply the Common Pleas Court a Fax Kit.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote from PerryProTech for the amount of \$1,150.00 for the Fax Kit for the Common Pleas Court; and,

BE IT FURTHER RESOLVED the Board of Commissioners of Auglaize County, Ohio does ratifies the signature of the County Administrator to execute said quote.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: ✓ PerryProTech
 ✓ Common Pleas

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT AGREEMENTS FOR CDBG FUNDS AND HOME FUNDS FOR PROGRAM YEAR 2022.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on June 9, 2022, 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 for ; and,

WHEREAS, the Ohio Department of Development (ODOD) Office of Community Development (OCD) has provided the Board with the two (2) separate grant agreements for \$950,000.00 in grant funding available through two (2) different sources and the third grant agreement for \$50,000 from Ohio Housing Trust Funds (OHTF) is yet to be received from the Ohio Department of Development (ODOD); and,

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio has committed other leveraged funds of \$134,900 from the Program Income Fund (083) and \$18,034 from the City of St. Marys Program Income Fund; and,

WHEREAS, these grant agreements are to be executed by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board John N. Bergman, 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 Auglaize County's leveraged funds from Program Income Fund (083) of \$134,900.00 and from the City of St. Marys \$18,034.00:

Grant No. B-C-22-1AF-1
Source: CDBG Community Development Block Grant Program
Grant allocation: \$312,000.00

Grant No. B-C-22-1AF-2
Source: HOME Investment Partnerships Program
Grant allocation: \$638,000.00

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: ODOD, Kleinfelder, Auditor

PY 2022 Community Housing Impact and Preservation Program

State of Ohio Community Housing Impact and Preservation (CHIP) Program Community Development Block Grant (CDBG) Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and **Auglaize County Board of Commissioners** (the "Grantee") for the period **December 1, 2022 to April 30, 2025**.

Background Information

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.
- B. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer, and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.
- C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$312,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests, and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including the reports listed in accordance

PY 2022 Community Housing Impact and Preservation Program

with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. All interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment, or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **OCD 20-01: Grant Operations and Financial Management Policy**.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **OCD 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
9. **Records, Access, and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

PY 2022 Community Housing Impact and Preservation Program

10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit 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 reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights 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 will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended)**, all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708.** Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

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In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of **Ohio Revised Code (ORC) Sections 4115.03 to 4115.16**, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- 14. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
- 15. Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- 16. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, 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.
- 17. Termination**
 - a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
 - b.** Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- 18. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor.

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After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

19. **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 hereunder.
20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily to disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **OCD 15-07: Resolving a Potential Conflict of Interest**.
21. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, 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.
22. **Adherence to State and Federal Laws, Regulations.**
 - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if 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
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(l)**

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and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is 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.

23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. 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 **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
27. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** 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 exhibits 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. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
- ii. In the case of Grantee, to:
Auglaize County Board of Commissioners
209 S Blackhoof St Wapakoneta, OH 45895
- f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy**.
- g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

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- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor. Additional information found in **OCD 15-01: Responsibility for Grant Administration**.
- j. **Permissible Expenses.** If "travel expenses," as defined in **Ohio Administrative Code Section 126-1-02 (the "Expense Rule")**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **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.
- m. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. 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

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee: Auglaize County Board of Commissioners Authorized Official John N. Bergman	Grantor: State of Ohio Department of Development
Printed Name: BOCC President	By:
Title: January 12, 2023	Printed Name:
Date: 1-12-23	Title:
	Date:

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Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Auglaize County Board of Commissioners
Address	209 S Blackhoof St Wapakoneta, OH 45895
County	Auglaize
Phone	(419) 739-6710

Grant Information	
CFDA	14.228
FTI Number	34-6400073
Program	Community Housing Impact and Preservation Program
Grant Number	B-C-22-1AF-1
Grant Award	\$312,000

Grant Dates	
Award Date	December 1, 2022
Work Completion Date	February 28, 2025
Draw Date	March 31, 2025
Grant Completion Date	April 30, 2025

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 10 units; Owner Home Repair \$300,000 to complete 14 units; and will include the required Fair Housing component. Other jurisdiction(s) under the county's service area include the Cities of St. Marys and Wapakoneta.

Partnering Jurisdiction(s)

Wapakoneta
St. Marys

Service Area

Community
Auglaize

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Source of Funds			
Provider	Amount	Fund Category	Fund Type
Auglaize County	\$134,900	Home Program Income	Other Leveraged Funds
City of St. Marys	\$18,000	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-Administration / Fair Housing/1-Fair Housing Program	\$7,500	\$0	\$7,500	\$0
1-Administration / Fair Housing/2-General Admin	\$112,500	\$58,000	\$54,500	\$0
2-Repair Assistance/1-Home / Building Repair	\$300,000	\$0	\$250,000	\$50,000
3-Rehabilitation Assistance/1-Private Rehabilitation	\$732,900	\$580,000	\$0	\$0
Total Awarded Program Budget:	\$1,152,900	\$638,000	\$312,000	\$50,000

Housing Program Income		
Description	HOME	CDBG Housing
Program Income Cash on Hand Balance	\$152,933.00	\$0.00
Program Income Leveraged in CHIP Program Application	\$152,933.00	\$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

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Program Outcomes			
Project Name	Beneficiaries	Percent	Measurable
Rehabilitation Assistance - Private Rehabilitation	27	100.00 %	Units Rehabbed - Owner
Repair Assistance - Home / Building Repair	38	100.00 %	Units Repaired - Owner

Program Data			
Project/Activity Name	Projected Outcomes	Outcome Type	
3-Rehabilitation Assistance/1-Private Rehabilitation	10	Units Rehabbed - Owner	
1-Administration / Fair Housing/1-Fair Housing Program	1	Standard Fair Housing Program	
2-Repair Assistance/1-Home / Building Repair	14	Units Repaired - Owner	

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Attachment B: Program Requirements Community Housing Impact and Preservation (CHIP) Program Community Development Block Grant Program

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.

Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **March 1, 2023**, for all PY 2022 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, 2023**, deadline.
3. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in **Attachment A: Scope of Work and Budget**, 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>
 - b. Amendments to **Attachment A: Scope of Work and Budget** 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 **OCD 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 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 OCD'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.

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- b. Conduct or update an analysis of impediments to fair housing choice (AI). 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, OCD-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; and
 - iv. Property owners who participate in rental repair/rehabilitation projects.
- e. Records for each training session must contain an agenda, sign-in sheet, minutes and a description of the audience.

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 (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 OCD 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).

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5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with the Office of Community Development (OCD) **Policy Notice 15-04: Program Income**, incorporated by reference herein. Eligible program income expenditures must follow the Grantee's OCD approved CHIP Policy and Procedure Manual and executed Housing Revolving Loan Fund Administrative Agreement or receive prior written approval of OCD. The Office of Community Development Program Income Policy can be found on the OCD 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 OCD sources of funds:
 - a. The Environmental Review – Request for Release of Funds documentation must be submitted by **March 1, 2023**, 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, 2025**. Any work not completed and inspected by this time may not continue without written approval by Grantor. The Grantee must submit the OCD 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, 2025**.

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.
9. **Drawdown Requests.** All committed CDBG funds must be 100% drawn for eligible project expenditures by **March 31, 2025** 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 C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, must be submitted to Grantor by **April 30, 2025**.
 - b. A beneficiary is required for all projects identified in **Attachment A: Scope of Work and Budget**. Beneficiary data must be submitted to OCD as part of the Final Performance Report.
 - c. If a Final Performance Report is not submitted by **April 30, 2025**, 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.

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- d. Audit reports must be submitted according to the timeframes and procedures set in **Attachment C: Reporting Requirements**.
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:
- A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, **OCD Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook**. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>;
 - A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by Grantor; or
 - 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 OCD 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 OCD's Residential Rehabilitation Standards (RRS). The OCD Housing Handbook can be found on the OCD 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.

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14. **Relocation Policy.** Where short-term relocation is required to facilitate CHIP funded projects, grantees shall provide relocation assistance as detailed in **OCB 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.
17. **Project Specific Conditions.**
 - a. Grantee must utilize the voluntary acquisition, donation, and waiver forms and process that are currently posted on the OCD Website at <https://development.force.com/OCDTA/s/topic/0TO0000000PPZdGAO/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.

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- 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 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>

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- 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); and
 - 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:

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- 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.
 - 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.**

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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.

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: Reporting 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 **2 CFR 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 200.333**. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

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Attachment D: 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 neighborhood of the project, and
 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

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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, and
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 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:

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- 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; and
 - 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.
 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,

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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 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

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(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**), “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 E: 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 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 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 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).

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6. The chief executive officer of the unit of general local government certifies, to the best of his or her 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; and
 - 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.

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**State of Ohio
Community Housing Impact and Preservation (CHIP) Program
HOME Investments Partnership (HOME) Program
Grant Agreement**

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development, (the "Grantor"), and **Auglaize County Board of Commissioners**, (the "Grantee"), for the period **December 1, 2022 to April 30, 2025**.

Background Information

- A. Pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states through the HOME Investment Partnerships Program ("HOME") and has made available a grant to the State of Ohio through Grantor.
- B. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer and disburse HOME funds for housing activities to eligible entities in Ohio.
- C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

- 1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$638,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above, and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement
- 3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing

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and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **OCD 20-01: Grant Operations and Financial Management Policy**.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C: Reporting Requirements. All records of the Grantee shall be maintained in accordance with **OCD 20-01 – Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to

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matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit 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 reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights 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 will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended)**, all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708.** Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of

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Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- 14. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A: Scope of Work. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
- 15. Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- 16. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, 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.
- 17. Termination**
 - a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
 - b. Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- 18. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

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19. **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 hereunder.
20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **OCD 15-07: Resolving a Potential Conflict of Interest**.
21. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, 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.
22. **Adherence to State and Federal Laws, Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state, and local laws 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
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(f)** and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this

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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.

23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. 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 **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
27. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** 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 exhibits 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

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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. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:

Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
- ii. In the case of Grantee, to:
Auglaize County Board of Commissioners
209 S Blackhoof St Wapakoneta, OH 45895
- f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy**.
- g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor. Additional information found in **OCD 15-01: Responsibility for Grant Administration**.

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- j. Permissible Expenses.** If “travel expenses,” as defined in **Ohio Administrative Code Section 126-1-02 (the “Expense Rule”)**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. 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.
- l. 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.
- m. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. 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

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee: Auglaize County Board of Commissioners Authorized Official	Grantor: State of Ohio Department of Development
John N. Bergman	By:
Printed Name: _____	Printed Name: _____
Title: <i>John N. Bergman</i>	Title: _____
January 12, 2023	Date: _____
Date: <i>1-12-23</i>	

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Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Auglaize County Board of Commissioners
Address	209 S Blackhoof St Wapakoneta, OH 45895
County	Auglaize
Phone	(419) 739-6710

Grant Information	
CFDA	14.239
FTI Number	34-6400073
Program	Community Housing Impact and Preservation Program
Grant Number	B-C-22-1AF-2
Grant Award	\$638,000

Grant Dates	
Award Date	December 1, 2022
Work Completion Date	February 28, 2025
Draw Date	March 31, 2025
Grant Completion Date	April 30, 2025

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 10 units; Owner Home Repair \$300,000 to complete 14 units; and will include the required Fair Housing component. Other jurisdiction(s) under the county's service area include the Cities of St. Marys and Wapakoneta.

Partnering Jurisdiction(s)

Wapakoneta
St. Marys

Service Area
Community
Auglaize

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Source of Funds			
Provider	Amount	Fund Category	Fund Type
Auglaize County	\$134,900	Home Program Income	Other Leveraged Funds
City of St. Marys	\$18,000	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-Administration / Fair Housing/1-Fair Housing Program	\$7,500	\$0	\$7,500	\$0
1-Administration / Fair Housing/2-General Admin	\$112,500	\$58,000	\$54,500	\$0
2-Repair Assistance/1-Home / Building Repair	\$300,000	\$0	\$250,000	\$50,000
3-Rehabilitation Assistance/1-Private Rehabilitation	\$732,900	\$580,000	\$0	\$0
Total Awarded Program Budget:	\$1,152,900	\$638,000	\$312,000	\$50,000

Housing Program Income			
Description	HOME	CDBG Housing	OHTF
Program Income Cash on Hand Balance	\$152,933.00	\$0.00	\$0.00
Program Income Leveraged in CHIP Program Application	\$152,933.00	\$0.00	\$0.00
Balance Available after CHIP Program Commitment	\$0.00	\$0.00	\$0.00
Program Income Committed to Other Projects	\$0.00	\$0.00	\$0.00
Balance Available after Other Commitments	\$0.00	\$0.00	\$0.00
Program Income Reflected in Implementation Plan	\$0.00	\$0.00	\$0.00
Remaining Uncommitted Balance	\$0.00	\$0.00	\$0.00

Adopted Policy & Procedure Manual:

Auglaize County

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Program Outcomes				
Project Name	Beneficiaries	Percent	Measurable	
Rehabilitation Assistance - Private Rehabilitation	27	100.00 %	10	Units Rehabbed - Owner
Repair Assistance - Home / Building Repair	38	100.00 %	14	Units Repaired - Owner

Program Data				
Project/Activity Name	Projected Outcomes	Outcome Type		
2-Repair Assistance/1-Home / Building Repair	14	Units Repaired - Owner		
3-Rehabilitation Assistance/1-Private Rehabilitation	10	Units Rehabbed - Owner		
1-Administration / Fair Housing/1-Fair Housing Program	1	Standard Fair Housing Program		

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Attachment B: Program Requirements Community Housing Impact and Preservation (CHIP) Program Home Investment Partnerships (HOME) Program

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, 2023**, for all PY 2022 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, 2023**, deadline.
3. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in **Attachment A: Scope of Work and Budget**, 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 Ohio Department of Development (Development) website here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>
 - b. Amendments to **Attachment A: Scope of Work and Budget** 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 **QCD 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 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 OCD'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.

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- b. Conduct or update an analysis of impediments to fair housing choice (AI). 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, OCD-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; and
 - 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 (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 OCD 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).

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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 the Office of Community Development (OCD) **Policy Notice 15-04: Program Income Policy**, incorporated by reference herein and HOME Program regulations in **24 CFR Parts 92.205 and 92.206**. Eligible program income expenditures must follow the Grantee's OCD approved CHIP Policy and Procedure Manual and executed Housing Revolving Loan Fund Administrative Agreement, or receive prior written approval of Grantor. The Office of Community Development Program Income Policy can be found on the OCD website here: <https://development.force.com/OCDA/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):
- The Environmental Review – Request for Release of Funds documentation must be submitted by **March 1, 2023**, or the Grantee will receive a Notification of Non-Compliance.
 - All HOME funds combined must be at least 50% committed by **May 31, 2024**, or it will there will be an automatic score reduction on the Grantee's next application.
 - HOME funds must be 100% committed by **November 30, 2024**. **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.**

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 automatically committed upon the execution of this Agreement. **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 of this Agreement, must be 100% completed and inspected, i.e. work finished and final inspection conducted, by **February 28, 2025**. Any work not completed and inspected by this time may not continue without written approval by Grantor. The Grantee must submit the OCD 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, 2025**.
- Project completion includes and requires a beneficiary(ies) for all projects identified in Attachment A of this Agreement. 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, 2025** 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.**

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- a. Final Performance Reports for Grantee's program, as described in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference to this Agreement, must be submitted to Grantor by **April 30, 2025**.
 - b. A beneficiary is required for all projects identified in Attachment A of this Agreement. Beneficiary data must be submitted to OCD as part of the Final Performance Report.
 - c. If a Final Performance Report is not submitted by **April 30, 2025**, 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 C: Reporting Requirements** of this Agreement.
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 Part 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 Part 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 Part 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 his or her 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 **§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.

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:

1. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, **OCD Residential Rehabilitation Standards (RRS)** contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>);

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2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by OCD; or
3. 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 OCD 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 OCD's Residential Rehabilitation Standards (RRS). The OCD Housing Handbook can be found on the OCD 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 **OCD 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.

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.

1. **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.

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- 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 **§92.252** or **§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 92.250 subpart F** (Maximum per Unit Subsidy Amount, Underwriting, and Subsidy Layering, as applicable in accordance with the type of project assisted. At a minimum, OCD's 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.
- 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 **§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 PHA) 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 **§92.252** or **§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 **§ 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 **§ 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, and

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- e. property standards to be met.
 - 3. For tenants, the rental assistance contract or the security deposit contract must conform to §§ 92.209 and 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 **§92.252** or **§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 92.250 subpart F** (Maximum per Unit Subsidy Amount, Underwriting, and Subsidy Layering, as applicable in accordance with the type of project assisted. At a minimum, OCD's 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 **§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 **§92.252** or **§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 **§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 **§92.352** or the intergovernmental review process in **§92.357**. Any revisions to the required components during construction would require an updated HOME Written agreement.
2. **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 **§92.204**, and for taking appropriate action when performance problems arise. Not less than annually, Grantee must review the performance of each contractor.
3. **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 **§92.352** and the intergovernmental review process in **§92.357** does not apply to the grantee.
4. **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.
5. **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.
6. **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:
 - 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.

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- 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.
- 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:
 - 1) 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.
 - 2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - 3) 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); and

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- b) Shall provide such documentation to Grantor upon request.
- 4) 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.
- 5) That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead-safe manner.
- 6) 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**.
- 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

7. Project Specific Conditions.

- a. Grantee must utilize the voluntary acquisition, donation, and waiver forms and process that are currently posted on the OCD Website at <https://development.force.com/OCDTA/s/topic/0TOt0000000PPZdGAO/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/hudciips/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.

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- 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.

8.

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:

- 1) HOME Administration cannot exceed 10% of HOME funds.
 - 2) Administration is an eligible budget category for all housing activities.
 - 3) Charges to walk away units or when a national objective is not met, must be charged to administration.
 - 4) 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:
- 1) Creating and managing specific case files/databases of projects under contract.
 - 2) Preparing, filing, recording legal/financial documents for specific eligible cases.
 - 3) 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).
 - 4) Preparing specifications/work write-ups.
 - 5) Managing the contractor procurement process.

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- 6) Monitoring and managing the construction process and the private contractors.
- 7) Responding to client's complaints.
- 8) Costs associated with title searches.
- 9) Counseling of the specific clients assisted through a CHIP Program activity.
- 10) 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:

- 1) 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).
- 2) 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: Reporting 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 **2 CFR 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 200.333** and **24 CFR 92.508(c)**. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

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Attachment D: 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 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 §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 neighborhood of the project, and
 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

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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, and
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 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

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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; and
- 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.
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**

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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 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).

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- 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**), “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 E: 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 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).

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6. The chief executive officer of the unit of general local government certifies, to the best of his or her 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; and
 - 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 AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner  moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using “Then and Now Certificates” has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of “Then and Now Certificates”, does hereby approve the following:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
466924	300.00	POSTMASTER
466925	170.00	POSTMASTER
466928	848.67	TSC
466929	3107.54	TSC
466930	392.92	TSC
466931	147.23	TSC
466932	2396.00	JOINT TOWNSHIP DISTRICT
466935	444.12	AIR HANDLING EQUIPMENT, INC
466936	1731.55	CITY OF WAPAK
466937	203.64	CITY OF WAPAK
466938	216.00	CITY OF WAPAK
466939	444.24	CITY OF ST. MARYS
466940	37935.00	AUGLAIZE COUNTY PROS ATTY FOJ
466941	373.00	COMMERCIAL COMMUNICATIONS INC.
466942	4586.76	NATIONAL LIME & STONE COMPANY
466943	2044.80	SPECKMAN AUTOMOTIVE, INC
466947	395.00	MIDNET MEDIA
466949	5000.00	AUGLAIZE CO AIRPORT AUTHORITY
466950	5166.95	CITY OF WAPAK
466951	466.96	CITY OF WAPAK
466952	771.49	NEW KNOXVILLE SUPPLY CO INC
466956	1174.50	MIDWEST ELECTRIC INC
466957	1165.47	SCHWIETERMAN PHARMACY
466958	1622.85	SCHWIETERMAN PHARMACY
466962	121.00	THE DAILY STANDARD
466963	600.00	TREASURER OF STATE
466966	190.00	WAPAKONETA AREA CHAMBER
466968	244.36	LEFELD WELDING & STEEL
466969	299.00	COUNTY ENGINEERS ASSOC OF OHIO
466970	2810.10	COUNTY ENGINEERS ASSOC OF OHIO
466971	485.00	HUTCHISON SHELL
466972	145.00	NATIONAL ASSOC OF CRIMINAL
466974	1380.00	FAIRFIELD COMPUTER SERVICES
466975	2200.00	COUNTY AUDITOR'S ASSN OF OHIO
466980	2570.67	SUBURBAN PROPANE, L.P
466981	115.00	SYMPHONY DIAGNOSTIC SER, INC
466982	1045.00	ALLOWAY
466983	1378.08	THOMAS SHELBY & CO, INC
466985	133.90	MEGACITY FIRE PROTECTION
466986	120.00	NICHOLAS KRAFT
467000	250353.34	LIEBRECHT EXCAVATING LLC
467001	4088.00	CCAO
467002	241.76	DEBRA DULLE
467003	1006.02	CA GROUP INC
467004	237.95	RONALD KEITH
467006	306.37	CRAIG & JOANNA CISCO
467007	385.31	KIESLER POLICE SUPPLY CO, INC
467008	132.24	TREASURER, STATE OF OHIO
467009	247.00	WAGNER OVERHEAD DOOR CO, INC
467011	175.71	FASTENAL CO.
467013	825.00	CHRIS FREEWALT

467016	1300.00	TRANSATLANTIC BUS INV
467017	500.00	DATA RECOGNITION CORPORATION
467018	120.88	JAMIE CUPP
467019	157.38	COOPER FARMS, INC
467020	332.21	AMAZON CAPITAL SERVICES, INC
467021	123.24	COUNTY DISPOSAL OHIO INC
467022	125.00	MASTERS & SYLVANIA DRIVING
467023	14800.00	BAUMER CONSTRUCTION, INC
467024	450.00	BAUMER CONSTRUCTION, INC
467025	689.77	RABLE'S AUTO SERVICE, INC
467028	429.49	MILLERS TEXTILE
467029	203.54	MILLERS TEXTILE
467032	4870.00	SETEX, INC
467033	2039.86	TERMINAL SUPPLY, INC
467034	1163.35	SETH ROHRBACH
467037	634.00	CAMEO PETROLEUM LLC
467039	1946.45	NETWORK COMMUNICATIONS
467040	331.93	MATTHEW BENDER & CO, INC
467041	1268.53	THE WRIGHT GRAPHIC DESIGN LLC
467042	196.43	SHAN & MICHELE HUGHES
467043	323.80	VERIZON CONNECT NWF INC
467044	119.00	TRUE VALUE OF ST. MARYS
467045	1336.80	PRECISION STRIP, INC
467046	2277.11	OHIO FLUID PRODUCTS COMPANY
467047	80.16	JEAN MECKSTROTH
467048	121.20	OMNISOURCE LLC
467049	135.99	DESTINY SHEA NICOLE PHILPOT
467050	211.54	AMY SELHORST
467051	2071.62	BEST EQUIPMENT COMPANY, INC
467052	226.65	ANDREA HARSHBARGER
467053	166.21	PAIGE FIEBELKORN
467054	5327.00	APOLLO CAREER CENTER
467056	1685.26	BURKE'S PETROLEUM, INC
467057	1001.71	BURKE'S PETROLEUM, INC
467062	18000.00	MERCER COUNTY COMMUNITY
467063	156.05	LOWES
467064	150.00	THE SUPREME COURT OF OHIO
467065	15605.23	CITY OF ST. MARYS UTILITY
467067	377.75	LISA MARTENEY
467068	1321.75	TREASURER STATE OF OHIO
467069	1886.50	MERCER CO ENGINEER
467072	434.75	CDW GOVERNMENT, INC
467073	18949.29	CIVICA NORTH AMERICA
467074	2079.00	CIVICA NORTH AMERICA
467075	749.21	US BANCORP
467076	559.96	KERN'S FORD
467078	180.00	THE HEARN LAW OFFICE
467080	128.99	VERIZON
467082	1239.00	STOOPS FREIGHTLINER
467083	118.38	DOMINION
467084	357.77	DOMINION
467085	816.11	DOMINION
467086	3994.45	DOMINION
467087	10279.84	BUTLER, FAIRMAN & SEUFERT, INC
467088	200.00	KYLEIGH BIGELOW
467089	438.19	KELLI MARIE DOUGLAS BADER
467091	550.00	BAILEY ELIZABETH JONES
467092	600.00	JEFFERY VAN METER
467094	133228.64	K. WEST GROUP, LLC
467095	600.00	TAYLN WINEMILLER
467096	495.61	JAMES LANDWEHR
467097	16534.56	PRECISION INDUSTRIAL SERVICE
467098	550.00	MATTHEW KILL
467099	2000.00	AMERICAN SPIRIT MEDIA, LLC
467100	13758.45	FRATCO
467101	1709.71	ENTERPRISE FM TRUST
467103	200.00	AVA OGILVIE
467104	5133.24	AUGLAIZE COUNTY TREASURER
467106	528.98	AUGLAIZE COUNTY TREASURER
467110	107.94	CITY OF WAPAKONETA
467111	8351.88	CITY OF WAPAKONETA
467112	1719.64	AUGLAIZE COUNTY TREASURER

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

Adopted this
12th day
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	
John N. Bergman	
<u>Douglas A. Spencer</u>	Yes
Douglas A. Spencer	
<u>David Bambauer</u>	Yes
David Bambauer	

cc: County Auditor

IN THE MATTER OF RECORDING INVENTORIES FILED BY JANUARY 09, 2023.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2023.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, Section 305.18, the deadline for filing of annual office inventories is the second Monday of January; thus making the deadline January 9th for the year 2023; and,

WHEREAS, the following offices/departments have complied with said Code Section and filed their inventories as tabulated:

<u>NAME OF DEPARTMENT/OFFICE</u>	<u>DATE FILED</u>
Adult Probation	January 9, 2023
Auditor & Data Processing/Weights & Measures	January 6, 2023
Board of Elections	January 9, 2023
Child Support Enforcement Agency	January 5, 2023
Clerk of Courts	January 5, 2023
Common Pleas Court	January 9, 2023
Computer Operations/Technology Office	January 3, 2023
Courthouse Security	December 22, 2022
Coroner	January 3, 2023
County Commissioners	January 9, 2023
DD Board	January 6, 2023
Dog Warden	January 9, 2023
Engineer's Office/Garage	January 6, 2023
Grand Lake Task Force	December 19, 2022
Job & Family Services	January 5, 2023
Juvenile Probation Office	January 3, 2023
Law Library	January 6, 2023
Municipal Court Clerk	January 5, 2023
Municipal Court Judge	January 5, 2023
Municipal Court West (St. Marys)	December 30, 2022
Municipal Probation	January 5, 2023
OMJ Center	December 7, 2022
Prob/Juv/Dom Relations Courts	January 5, 2023
Prosecuting Attorney and Victims Assistance	January 5, 2023
Public Defender	January 5, 2023
Recorders & Microfilm	January 9, 2023
Sheriff	December 29, 2022
Soil & Water Conservation	January 5, 2023
Solid Waste Mgmt. District	December 5, 2022
Title Department	January 9, 2023
Treasurer	January 5, 2023

Resolution - continued
Filing of inventories
January 12, 2023

Administration Building
Courthouse/Attic
Miscellaneous Buildings

January 9, 2023
January 9, 2023
January 9, 2023

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby accept the above mentioned inventories for 2023 as filed by the various county offices; and,

WHEREAS, the following office/department has not, as January 9, 2022 at 4:30 p.m., filed its inventories:
Emergency Management and OSU Extension.

THEREFORE BE IT RESOLVED that the Board of County Commissioners does hereby direct the Clerk of the Board to inform the above mentioned offices/departments, by way of a copy of this Resolution, of their non-compliance.

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

Adopted this
12th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spener, yes
Douglas A. Spener

David Bambauer, yes
David Bambauer

cc: Office/Department – inventory not filed