

NO. 18-443

Commissioner Regula

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

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
429061	\$ 580.61	Perry ProTech
429065	\$ 6,263.00	Midwest Electric
429106	\$ 1,334.33	We Can too, LLC
429219	\$ 207.90	John Schroeder

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO**

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

ABSENT
John N. Bergman

cc: County Auditor

IN THE MATTER OF APPROVING AND EXECUTING THE FIRST AMENDMENT TO THE NURSING FACILITY MANAGEMENT AGREEMENT BETWEEN ALS AUGLAIZE ACRES OPERATING, INC. AND COUNTY OF AUGLAIZE, OHIO FOR THE AUGLAIZE ACRES FACILITY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of November, 2018.

Commissioner Reginald moved the adoption of the following:

RESOLUTION

WHEREAS, a Nursing Facility Management Agreement was executed on October 18, 2018 in Resolution #18-422 by and between the County of Auglaize, Ohio, a county and political subdivision of the State of Ohio (the “County”) and ALS Auglaize Acres Operating, Inc., an Ohio corporation (“Manager”) concerning the business and real property of the Auglaize Acres nursing home located at 13093 Infirmary Road, Wapakoneta, Auglaize County, Ohio 45895; and,

WHEREAS, County and Manager desire to amend the Agreement in accordance with the terms of the First Amendment as follows; and,

1. Defined Terms. All capitalized terms set forth in this First Amendment which are not otherwise defined herein shall have the same meaning as ascribed to such terms in the Agreement.
2. Section 3.1. The last sentence of Section 3.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

“Manager covenants and agrees to submit an expedited notice of readiness to ODH for nursing home licensure no later than November 13, 2018.”

3. Full Force and Effect. Except as specifically provided herein, the Agreement is unchanged and remains in full force and effect.
4. Counterparts; Facsimile Execution. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. This First Amendment may be executed and delivered by electronic facsimile or PDF transmission.

WHEREAS, the Board finds the First Amendment to the Nursing Facility Management Agreement to be in order.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the agreement and authorize the County Administrator to execute and does hereby ratify the execution of the First Amendment to the Nursing Facility Management Agreement and any transaction documents related thereto.

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

Adopted this
8th day of
October, 2018

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO**

Douglas A. Spencer US
Douglas A. Spencer

Don Regula *reg*
Don Regula

ABSENT
John N. Bergman

cc: County Auditor
County Prosecutor
Auglaize Acres – Kim Sudhoff
Rolf Goffman Martin Lang LLP

FIRST AMENDMENT TO NURSING FACILITY MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO NURSING FACILITY MANAGEMENT AGREEMENT (this “First Amendment”) is made and entered into effective as of November 6, 2018, by and between COUNTY OF AUGLAIZE, OHIO, a county and political subdivision of the State of Ohio (“County”) and ALS AUGLAIZE ACRES OPERATING, INC., an Ohio corporation (“Manager”). For purposes of this First Amendment, County and Manager may be referred to as a “Party” and collectively, the “Parties.”

WITNESSETH:

WHEREAS, County and Manager entered into that certain Nursing Facility Management Agreement dated as of October 18, 2018, (the “Agreement”);

WHEREAS, County and Manager desire to amend the Agreement in accordance with the terms of this First Amendment.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. Defined Terms. All capitalized terms set forth in the First Amendment which are not otherwise defined herein shall have the same meaning as ascribed to such terms in the Agreement.
2. Section 3.1. The last sentence of Section 3.1 of the Agreement is hereby deleted and replaced in its entirety with the following.
“Manager covenants and agrees to submit an expedited notice of readiness to ODH for nursing home licensure no later than November 13, 2018.”
3. Full Force and Effect. Except as specifically provided herein, the Agreement is unchanged and remains in full force and effect.
4. Counterparts; Facsimile Execution. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. This First Amendment may be executed and delivered by electronic facsimile or PDF transmission.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, County and Manager have each caused this First Amendment to be executed by its duly authorized officer all as of the day and year first above written.

SELLER:

COUNTY OF AUGLAIZE, OHIO,
a county and political subdivision of the State of Ohio

By: *Erica L. Preston*
Name: Erica L. Preston
Title: County Administrator

PURCHASER:

ALS AUGLAIZE ACRES
OPERATING, INC.,
an Ohio corporation

By: _____
Name: Bryan Casey
Title: President

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A WORK EXPERIENCE PROGRAM AGREEMENT
WITH THE ST. MARYS COMMUNITY LIBRARY AND THE AUGLAIZE COUNTY JOB AND FAMILY
SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of
November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Department of Job & Family Services has created the Work Experience Program which is to
provide work experience for OWF, ABAWDs and FSET participants in an employment environment, that would
provide them the opportunity to acquire or upgrade general work skills, training, knowledge and work habits. The
main goal of the program is to move participants to self -sufficiency through employment. The St. Marys
Community Library agrees to provide a work experience location and further agrees that as a condition of this
agreement, there shall be no discrimination against any participant on the basis of race, color, national origin, sex,
or handicap or any other factor as specified by federal and state laws regarding discrimination; and,

WHEREAS, this agreement shall be become effective on January 1, 2019 and will expire on December 31, 2020.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize
the execution of the Work Experience Program Agreement negotiated with St. Marys Community Library.

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

Adopted this
8th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula

ABSENT
John N. Bergman

cc: Auglaize County Department
of Job & Family Services

NO. 1279

Commissioner Regula

RESOLUTION

cc: IT Manager – Cameron Ruppert

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS TO CERTIFY THE PUBLIC NOTICE FOR THE REQUEST FOR RELEASE OF FUNDS IN CONJUNCTION WITH THE OHIO DEVELOPMENT SERVICES AGENCY PY2018 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM.

The Board of County Commissioners of Auglaize County met in regular session on the 8th day of November, 2018.

Commissioner Regula made the motion to adopt the following:

RESOLUTION

WHEREAS, the Board of Commissioners has received a PY2018 Community Housing Impact & Preservation (CHIP) Program. Source of Funds: Community Development Block Grant (CDBG); HOME Investment Partnership Program (HOME); and Auglaize County HOME Housing Program Income. Description of Project: Auglaize County will use up to \$250,000 through its CHIP, includes CDBG/HOME; and \$174,000 of HOME Housing Program Income for a total of \$424,000 to provide Private Rehabilitation, Home/Building Repair, and any other eligible activities to low-moderate income (LMI) households in Auglaize County. For PY2018, Auglaize County will fund (6) private rehabilitation projects (\$56,500 HOME, \$43,500 CDBG, and \$156,600 HOME Housing Program Income); (10) home/building repair projects (\$120,000 CDBG); General Administration (\$26,000 CDBG and \$17,400 HOME Housing Program Income); and Fair Housing Program (\$4,000 CDBG). Program to include additional \$68,877 of HOME Housing Program Income for Private Rehabilitation, as needed (\$62,877) and General Administration (\$6,000). Multi-Year Project. Location: Auglaize County. Estimated Cost of Project: \$400,000+/- per funding cycle; and,

WHEREAS, the Environmental Review Record (ERR) has been completed for each of the projects listed above; and,

WHEREAS, the required public notice of the above finding and request for release of funds sets forth a period of time expiring on November 19, 2018 at 4:00 p.m. during which time written comments regarding the finding will be received by the Commissioners' Office for consideration.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio hereby authorizes and directs the Clerk of the Board to post the herein described Public Notice and formally authorizes the publication of the same in The Evening Leader and The Wapakoneta Daily News on November 10, 2018; and,

BE IT FURTHER RESOLVED that the Board hereby authorizes the Board President to sign any and all documents required by the State of Ohio related to the Environmental Review of the PY2018 Community Housing Impact & Preservation (CHIP) Program and the Request for Release of Funds on behalf of the Board of County Commissioners.

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

Adopted this
8th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula

ABSENT
John N. Bergman

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
209 S. Blackhoof St., Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

November 8, 2018

TO: The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Public Notice to be published in the Wapakoneta Daily News & The Evening Leader

Please publish, in the smallest print possible, in the Non-Legal Section of both newspaper the accompanying Public Notice on Saturday, November 10, 2018.

Please send **Certificate of Publication to and invoice to:**

Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895

Thank you.

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS (NOI/RROF)

November 10, 2018

Douglas A. Spencer, President
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895
(419) 739-6710

To All Interested Persons, Agencies, and Groups:

On or about, but not before, **November 20, 2018**, the Auglaize County Board of Commissioners will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following project:

Auglaize County PY2018 Community Housing Impact & Preservation (CHIP) Program

Source of Funds: Community Development Block Grant (CDBG); HOME Investment Partnership Program (HOME); and Auglaize County HOME Housing Program Income. Description of Project: Auglaize County will use up to \$250,000 through its CHIP, includes CDBG/HOME; and \$174,000 of HOME Housing Program Income for a total of \$424,000 to provide Private Rehabilitation, Home/Building Repair, and any other eligible activities to low-moderate income (LMI) households in Auglaize County. For PY2018, Auglaize County will fund (6) private rehabilitation projects (\$56,500 HOME, \$43,500 CDBG, and \$156,600 HOME Housing Program Income); (10) home/building repair projects (\$120,000 CDBG); General Administration (\$26,000 CDBG and \$17,400 HOME Housing Program Income); and Fair Housing Program (\$4,000 CDBG). Program to include additional \$68,877 of HOME Housing Program Income for Private Rehabilitation, as needed (\$62,877) and General Administration (\$6,000). Multi-Year Project. Location: Auglaize County. Estimated Cost of Project: \$400,000+/- per funding cycle.

The Auglaize County Board of Commissioners has prepared an Environmental Review Record (ERR) for the project listed above. The ERR documents the environmental review of the project. The ERR is on file and available for the public's examination and copying, upon request, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday (except holidays) at the above address.

The Auglaize County Board of Commissioners plans to undertake the project described above with the Federal funds cited above. Any interested person, agency, or group wishing to comment on the project may submit written comments for consideration to the Auglaize County Board of Commissioners at the above listed address prior to **November 20, 2018**.

The Auglaize County Board of Commissioners certifies to the State of Ohio that Douglas A. Spencer, in his capacity as President of the Board of County Commissioners, consents to accept the jurisdiction of Federal courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied.

The legal effect of the certification is that upon its approval, the Auglaize County Board of Commissioners may use the Federal funds, and the State of Ohio will have satisfied its responsibilities under the National Environmental Policy Act of 1969, as amended.

The State of Ohio will accept an objection to its approval of the release of funds and acceptance of the certification only if it is on one of the following grounds: (a) the certification was not, in fact, executed by the responsible entity's Certifying Officer; (b) the responsible entity has failed to make one of the two

findings pursuant to Section 58.40 or to make the written determination required by section 58.35, 58.47, or 58.53 for the project, as applicable; (c) the responsible entity has omitted one or more of the steps set forth at subpart E of 24 CFR Part 58 for the preparation, publication, and completion of an Environmental Assessment; (d) the responsible entity has omitted one or more of the steps set forth at subparts F and G of 24 CFR Part 58 for the conduct, preparation, publication, and completion of an Environmental Impact Statement; (e) the recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before release of funds and approval of the environmental certification by the State; or (f) another federal agency, acting pursuant to 40 CFR Part 1504, has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Written objections must meet the conditions and procedures set forth in subpart H of 24 CFR Part 58, and be addressed to: State of Ohio Development Services Agency; Office of Community Development; Environmental Officer; P. O. Box 1001; Columbus, Ohio 43216-1001.

Objections to the Release of Funds on bases other than those stated above will not be considered by the State of Ohio. No objections received after **December 10, 2018** (which is 15 days after it is anticipated that the State will receive a request for release of funds) will be considered by the State of Ohio.

The address of the certifying officer is:

Douglas A. Spencer, President
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS TO CERTIFY THE PUBLIC NOTICE FOR THE NOTICE AND EXPLANATION OF A PROPOSED ACTION IN A 100 YEAR FLOODPLAIN IN CONJUNCTION WITH THE OHIO DEVELOPMENT SERVICES AGENCY PY2018 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM.

The Board of County Commissioners of Auglaize County met in regular session on the 8th day of November, 2018.

Commissioner Regula made the motion to adopt the following:

RESOLUTION

WHEREAS, the Board of Commissioners has received a PY2018 Community Housing Impact & Preservation (CHIP) Program and is in the process of conducting an environmental review for the CHIP Program. Funding sources: Community Development Block Grant (CDBG): HOME Investment Partnership Program (HOME); and Auglaize County HOME Housing Program Income. General project scope includes assistance to low-moderate income (LMI) households with Private Owner Rehabilitation and Home/Building Repair, and any other eligible activities located within Auglaize County.

WHEREAS, this notice is required by Section 2(a)(4) of Executive Order 11988 for Floodplain Management, and is implemented by HUD Regulations found at 24 CFR 55.20(b) for any action that is within and/or affects a floodplain. As currently proposed, the project site will include areas designated as floodplain.

WHEREAS, the required public notice of the above finding and request for release of funds sets forth a period of time expiring on November 19, 2018 at 4:00 p.m. during which time written comments regarding the finding will be received by the Commissioners' Office for consideration.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio hereby authorizes and directs the Clerk of the Board to post the herein described Public Notice and formally authorizes the publication of the same in The Evening Leader and The Wapakoneta Daily News on November 10, 2018; and,

BE IT FURTHER RESOLVED that the Board hereby authorizes the Board President to sign any and all documents required by the State of Ohio related to the Environmental Review of the PY2018 Community Housing Impact & Preservation (CHIP) Program and the Request for Release of Funds on behalf of the Board of County Commissioners.

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

Adopted this
8th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula

ABSENT

John N. Bergman

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
209 S. Blackhoof St., Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

November 8, 2018

TO: The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Public Notice to be published in the Wapakoneta Daily News & The Evening Leader

Please publish, in the smallest print possible, in the Non-Legal Section of both newspaper the accompanying Public Notice on Saturday, November 10, 2018.

Please send **Certificate of Publication to and invoice to:**

Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895

Thank you.

NOTICE AND EXPLANATION OF A PROPOSED ACTION IN A 100 YEAR FLOODPLAIN

November 10, 2018

To: All Interested Agencies, Groups, and Individuals:

The Auglaize County Board of Commissioners conducted an evaluation as required by Executive Order 11988 in accordance with HUD regulations at 24 CFR 55.20 to determine the potential effect that its activity in the floodplain will have on the environment. The project being considered is the Community Housing Impact & Preservation (CHIP) Program. Funding sources: Community Development Block Grant (CDBG); HOME Investment Partnership Program (HOME); and Auglaize County HOME Housing Program Income. General project scope includes assistance to low-moderate income (LMI) households with Private Owner Rehabilitation and Home/Building Repair, and any other eligible activities located within Auglaize County.

Auglaize County determined that approval of the project will have no significant impact on the environment for the following reasons:

1. Housing activities involve existing structures and/or development on existing previously developed sites and in residential areas. Floodplain disturbances will be minimal and temporary during construction.
2. Activities will be performed with the least amount of impact on the floodplain while accomplishing project goals. Accepted construction practices are to be employed to avoid sedimentation or improper infill of floodplain area during construction.
3. Affected property owners are required to obtain a floodplain permit, as needed, from the local floodplain manager. Affected property owners will be required to maintain flood insurance.

Any interested person, agency, or group wishing to comment on the project may submit written comments for consideration to Erica L. Preston, County Administrator, Auglaize County Board of Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895, by 4:00 p. m. on **November 19, 2018**, which is at least 7 days after the publication of this notice.

By: Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895
(419) 739-6710
Douglas A. Spencer, President
John N. Bergman
Don Regula

County Commissioners Office
Auglaize County, Ohio
November 8, 2018

NO. 18-449

IN THE MATTER OF APPOINTING JOHN N. BERGMAN AS THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS DESIGNATED REPRESENTATIVE TO THE AUGLAIZE COUNTY EXTENSION ADVISORY COMMITTEE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, that the Board of County Commissioners, Auglaize County, Ohio are active and working with the Ohio State University Extension through county, regional, and state staffs in order to help plan and carry out educational programs dealing with the improvement of agriculture and natural resources, family and consumer sciences, 4-H youth development, community development, rural and urban living in Auglaize County; and,

WHEREAS, Commissioner John N. Bergman, has accepted the appointment to serve on the Auglaize County Extension Advisory Committee starting January 1, 2019 through December 31, 2020.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby appoint John N. Bergman to the two year appointment from January 1, 2019 through December 31, 2020 as the Auglaize County Board of Commissioners' designated representative to the Auglaize County Extension Advisory Committee.

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

Adopted this
8th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

ABSENT

John N. Bergman

cc: John N. Bergman
/ OSU Extension – Beth Miller

SECTION 5126.02.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of November, 2018.

Regula

RESOLUTION

WHEREAS, the terms of Jarret Webb and Kabeth Jarvis, to the Auglaize County Developmental Disabilities (DD) Board, will expire in January, 2019; and,

WHEREAS, Mr. Webb and Ms. Jarvis have informed the Board of County Commissioners through submitted correspondence that they are willing to serve another term on said DD Board; and,

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby reappoint Jarret Webb and Kabeth Jarvis to the DD Board pursuant to the Ohio Revised Code 5126.02 with these terms commencing on the date of the Organizational meeting of the DD Board in January 2019 and terminating January 2023.

Specie
Resolution as fo

Adopted this

8th day of

November, 2018

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO**

Douglas A. Spencer Yes

Don Regula Yes

ABSENT
John N. Bergman

cc: Auglaize County DD Board

✓ Jarret Webb

 Kabeth Jarvis

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 2018.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on April 24, 2018, the Board of County Commissioners authorized the submittal of a grant application in the amount of \$424,000.00 to the Ohio Development Services Agency (ODSA) 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 Development Services Agency (ODSA) Office of Community Development (OCD) that its funding request has been approved; and,

WHEREAS, the Ohio Development Services Agency (ODSA) Office of Community Development (OCD) has provided the Board with the two (2) separate grant agreements for \$250,000.00 in grant funding available through two (2) different sources; and,

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio has committed other leveraged funds of \$174,000.00 from the Program Income Fund (083); 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, Douglas A. Spencer, to execute the following grant agreements with the Ohio Development Services Agency (ODSA) Office of Community Development (OCD) for the County's Community Housing Impact and Preservation (CHIP) Program and the Auglaize County's leveraged funds from Program Income Fund (083) of \$174,000.00:

Grant No. B-C-18-1AF-1
Source: CDBG Community Development Block Grant Program
Grant allocation: \$193,500.00

Grant No. B-C-18-1AF-2
Source: HOME Investment Partnerships Program
Grant allocation: \$ 56,500.00

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

Adopted this
8th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT

John N. Bergman

cc: ODSA-OCD

Poggemeyer Design Group
Auditor

STATE OF OHIO
HOME INVESTMENT PARTNERSHIP PROGRAM
COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
CFDA No. 14.239

RECEIVED
NOV - 1 2018

Board of County Commissioners
Auglaize County, Ohio

F.T.I. Number: 346400073

Grant Number: B-C-18-1AF-2

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and Auglaize County Board of Commissioners, located at 209 S Blackhoof St, Wapakoneta, Ohio 45895, (the "Grantee"), for the period beginning September 1, 2018 and ending December 31, 2020 (the "Grant Period").

GRANT AGREEMENT

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 Assistance, 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, to Grantor 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 \$56,500.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the Community Housing Impact and Preservation Program, and undertaking the Project(s) as listed in Attachment A, "Scope of Work," 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, 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, 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 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.

5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report" as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. 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 the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: <https://development.force.com/OCDKnowledgeArticles/>. Additional information found in OCD 18-01 – 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/OCDKnowledgeArticles/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in Attachments D and E, 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.

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 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 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. Grantee 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 undischarged 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.

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(l) 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 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 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.

1. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

2. In the case of Grantee, to:

Auglaize County Board of Commissioners
209 S Blackhoof St
Wapakoneta, Ohio 45895
Attn: Douglas Spencer, President

- 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 18-01 – 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.
- 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 effective as of the Effective Date:

GRANTEE:

Auglaize County Board of Commissioners

Douglas Spencer, President

By: 

Printed Name: Douglas A. Spencer

Title: President

Date: 11/08/2018

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

**OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : HOME

I. GENERAL DATA

Grantee : Auglaize County Board of Commissioners Grant Number : B-C-18-1AF-2
 Vendor ID : 0000104153 Total Grant Award : \$ 56,500
 Program Rep : James Bope Partnering Jurisdiction(s) : None
 Application Submitter : Esther Leffel Admin Agency : Poggemeyer Design Group, Inc.
 CEO : Douglas Spencer Admin Contact : Gayle Flaczynski
 Title : Chief Executive Officer Title : Housing Specialist
 Address : 209 S Blackhoof St Address : 1168 N Main St,
 Wapakoneta, OH 45895 Bowling Green, OH 43402
 Phone Number : (419) 739-6710 Phone Number : (419) 352-7537
 Email Address : dspencer@auglaizecounty.org Email Address : flaczynskig@poggemeyer.com

Ohio House : 82 - Craig S. Riedel Ohio Senate : 1 - Rob McColley
 84 - Keith Faber 12 - Matt Huffman

II. GRANT DEADLINES

Award Date : 9/1/2018 Work Completion Date : 10/31/2020 Draw Date : 11/30/2020 Grant Completion Date : 12/31/2020

III. PROGRAM DATA

Number of Units Rehabbed - Owner :	6	Number of Units Constructed - HH :	0
Number of Units Rehabbed - Rental :	0	Number of Households - Homeownership Assisted :	0
Number of Units Repaired - Owner :	10	Number of Households - Rental Assistance :	0
Number of Units Repaired - Rental :	0		

Adopted Policy & Procedure Manual : Auglaize County Commissioners

IV. PROJECT DESCRIPTION

Auglaize County has applied for \$400,000 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 \$232,000 to complete 6 units; Owner Home Repair \$120,000 to complete 10 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. Auglaize County's award has been reduced \$150,000. Activity budgets will be adjusted accordingly.

**OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : HOME

V. SOURCE OF FUNDS

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Auglaize County Board of Commissioners	\$ 174,000	Home Program Income	Other Leveraged Funds	N/A	N/A
Grant Funds	\$ 250,000				
Total	\$ 424,000				

VI. AWARDED PROGRAM BUDGET

Project Name / Activity Name	Total Cost	HOME	CDBG	OHTF	Other Funds Amount - Source
1-Rehabilitation Assistance					
1-Private Rehabilitation	\$ 256,600	\$ 56,500	\$ 43,500	0	\$ 156,600 Auglaize County ...
2-Repair Assistance					
1-Home / Building Repair	\$ 120,000	0	\$ 120,000	0	\$ 0
3-Administration / Fair Housing					
2-General Admin	\$ 43,400	0	\$ 26,000	0	\$ 17,400 Auglaize County ...
1-Fair Housing Program	\$ 4,000	0	\$ 4,000	0	\$ 0
3-Administration / Fair Housing Subtotal	\$ 47,400	0	\$ 30,000	0	\$ 17,400
Total Awarded	\$ 424,000	\$ 56,500	\$ 193,500	0	\$ 174,000

**OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : HOME

VII. PROGRAM OUTCOMES

Project Name / Activity Name	No. of Beneficiaries	Percent	Inc Ben.	Measurable
Rehabilitation Assistance				
Private Rehabilitation	16	100%	L/M	6 Units Rehabbed - Owner
Repair Assistance				
Home / Building Repair	27	100%	L/M	10 Units Repaired - Owner

VIII. HOUSING PROGRAM INCOME

Description	HOME	CDBG Housing
Program Income Cash on Hand Balance	\$ 235,895	\$ 0
Program Income Leveraged in CHIP Program Application	\$ 24,000	\$ 0
Balance Available after CHIP Program Commitment	\$ 211,895	\$ 0
Program Income Committed to Other Projects	\$ 24,000	\$ 0
Balance Available after Other Commitments	\$ 187,895	\$ 0
Program Income Reflected in Implementation Plan	\$ 187,895	\$ 0
Remaining Uncommitted Balance	\$ 0	\$ 0

HOME INVESTMENT PARTNERSHIPS PROGRAM
COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

1. **GRANT EXECUTION.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within ten working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **ENVIRONMENTAL REVIEW REQUIREMENTS.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.
 - a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **December 1, 2018** for all PY 2018 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 December 1, 2018 deadline.
3. **ELIGIBLE COSTS.**
 - a. Expenditures may only be made for those activities contained in Attachment A. In no case may an expenditure 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 OCD website here: http://development.ohio.gov/cs/cs_occup.htm
 - b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_occup.htm
 - 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.
 - 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).

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 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.

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

- a. The Environmental Review – Tier 1, Request for Release of Funds must be submitted by **December 1, 2018** or the Grantee will receive a Notification of Non-Compliance.
- b. All OCD sources of funds combined must be at least 50 percent committed and at least 25 percent drawn by **November 30, 2019** or the Grantee will receive a Notification of Non-Compliance.
- c. HOME funds must be 100 percent committed and all OCD sources of funds combined must be at least 50 percent drawn by **July 31, 2020**. **Any uncommitted HOME funds will be automatically recaptured. No further site address changes can be made, including hard and soft costs, without Grantor's pre-approval and probable penalty.** If either threshold (committed or drawn) is not met, there will be an automatic award reduction on the Grantee's next award. If both thresholds (committed and drawn) are not met, there will be an automatic score reduction on the Grantee's next application and an automatic award reduction on the Grantee's next award.

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. Drawn is defined as having a request to draw funds submitted in Grantor's system. **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 percent completed and inspected, i.e. work finished and final inspection conducted, by 2020-10-31 00:00:00. 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 Grantor will issue an automatic extension to complete committed projects with a score reduction on the Grantee's next application. There must be a clause in each contract, funded in whole or part with HOME funds under this Grant Agreement, which stipulates that work be completed no later than 2020-10-31 00:00:00.

8. DRAWDOWN REQUESTS. All committed HOME funds must be 100 percent drawn for eligible project expenditures by 2020-11-30 00:00:00 or OCD will issue an automatic extension to complete committed projects with a score reduction on the Grantee's next application.

9. CLOSEOUT REQUIREMENTS.

- a. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantor by **December 31, 2020**.
- b. Audit reports must be submitted according to the timeframes and procedures set in Attachment C 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.

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. ANTIDISPLACEMENT 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.

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) The OCD Housing Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_affordhousing.htm);
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 one year before the date of the execution of the agreement with the demolition contractor.

15. **HOUSING REHABILITATION AND REPAIR ACTIVITIES.** Housing rehabilitation and repair activities must be implemented in accordance with the OCD Housing Handbook and corresponding program's 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: http://development.ohio.gov/cs/cs_affordhousing.htm.

Emergency home repair projects are defined as 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. **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.

17. **RESPONSIBILITIES AND WRITTEN AGREEMENTS.**

a. **Responsibilities.** Grantee is responsible for ensuring that HOME funds are used in accordance with all program requirements. The use of contractors or other units of local government as partners does not relieve Grantee of this responsibility. At a minimum, the grantee is responsible for the following.

i. **Affordability.** A separate, stand-alone written agreement for units receiving direct assistance must be executed and require housing assisted with HOME funds to meet the affordability requirements of § 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. **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).
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.
18. **OVERSIGHT.** Grantee is responsible for the oversight of 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 of this part, and for taking appropriate action when performance problems arise. Not less than annually, Grantee must review the performance of each contractor.
19. **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.
20. **UNIVERSAL IDENTIFIER AND CENTRAL CONTRACTOR REGISTRATION.** As a recipient of federal funds, Grantee will be required to maintain an active registration in the federal Central Contractor Registry (CCR) through 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 shall maintain evidence of contractor's SAM status. Information on registration is available at www.sam.gov.
21. **SPECIAL CONDITIONS ON LEAD-BASED PAINT.** The Special Condition applies only to residential units and/or child occupied facilities that undergo repair/ rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim 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 35.130 and get a receipt from the occupant that they have received the pamphlet.
 - b. For projects disturbing known or presumed lead-based paint use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
 - c. Use clearance technicians who are trained by an ODH approved training provider, or use a licensed Lead Paint Inspector or a licensed Lead 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 personnel 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 closeout of the program and allows 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 scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination. Ensure bidders provide an 'Occupant Protection Plan' with the submitted bid package detailing necessary protective measures for the occupants and how the area(s) will be appropriately isolated from the rest of the work site.
- i. 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 available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on 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 documentation that such persons are licensed abatement contractors or workers); and
 - b) Shall provide such documentation to Grantor personnel 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.

22. 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 http://development.ohio.gov/cs/cs_traintech.htm under Uniform Relocation Act. The format, the method of determining value, the process for providing notices, 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: http://www.hudclips.org/sub_nonhud/cgi/hudclips.cgi?hudclips.
 - c. Homebuyer counseling sessions must include a fair housing educational component that includes information related to potential discriminatory actions related to lending, insurance and real estate practices including abusive or unfair lending practices.
 - d. Public Housing Authorities (PHA) administering HOME funded Tenant-Based Rental Assistance (TBRA) programs, may merge the waiting lists for tenant-based assistance. Admission procedures for HOME TBRA are different from the PHA's. The HOME funded TBRA program must be administered in compliance with HOME regulations (24 CFR 92.209) and is not subject to the HUD "One-Strike" rule. Fair housing information must be given to all TBRA applicants. Grantee must provide fair housing training to the PHA.
 - e. The value after rehabilitation of owner-occupied projects, with or without acquisition assistance, must not exceed 95 percent of the median purchase price for the area. To determine 95 percent of median value, use the HOME affordable homeownership limits for existing housing as published by the U.S. Dept. 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.

23.

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 percent 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. Hard and 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 of the inspections and tests in Appendix A of the RRS, LBP inspections, risk assessments and clearance testing).
- 4) Preparing specifications/work write-ups.
- 5) Managing the contractor procurement process.
- 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 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.

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

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 thirty days of the request by Grantor.
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 and provided in 18-01 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at <https://development.force.com/OCDKnowledgeArticles/s/> applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.
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."

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

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 that:

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 will place restrictions on lobbying required by 24 CFR part 87 and certify that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
4. 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.
5. 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.
6. 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 135.
7. 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.
8. 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.
9. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
10. It will certify that it has complied with the following criteria:
 - a. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds 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.
 - b. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

- c. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
11. It will adopt a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
12. 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.
13. Its activities concerning lead-based paint will comply with the requirements of 24 CFR 35, subparts A, B, J, K, and R.
14. It will comply with all applicable laws.
15. It is using and will use HOME funds for eligible activities and costs, as described in §§92.205 through 92.209, and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.
16. Before committing HOME funds to a project, it will evaluate the project in accordance with guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing.
17. 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 currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or 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 sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "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. See §200.322 Procurement of recovered materials.

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

that:

The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief,

1. 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;
2. 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
3. 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, if applicable.

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. Code. 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.

STATE OF OHIO
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
CFDA No. 14.228

GRANT AGREEMENT

F.T.I. Number: 346400073

Grant Number: B-C-18-1AF-1

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and Auglaize County Board of Commissioners, located at 209 S Blackhoof St, Wapakoneta, Ohio 45895, (the "Grantee"), for the period beginning September 1, 2018 and ending December 31, 2020 (the "Grant Period").

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 Division of Community Services, 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 for the, 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 \$193,500.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the Community Housing Impact and Preservation Program, and undertaking the Project(s) as listed in Attachment A, "Scope of Work," 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, 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, 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 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.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report" as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. 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.

RECEIVED
NOV - 1 2018
Board of County Commissioners
Auglaize County, Ohio

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 the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: <https://development.force.com/OCDKnowledgeArticles/s/>. Additional information found in OCD 18-01 – 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/OCDKnowledgeArticles/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in Attachments D and E, 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.

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 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 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. 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 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(I) 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 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 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.

1. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

2. In the case of Grantee, to:

Auglaize County Board of Commissioners
209 S Blackhoof St
Wapakoneta, Ohio 45895
Attn: Douglas Spencer, President

- 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 18-01 – 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.
- 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 effective as of the Effective Date:

GRANTEE:

Auglaize County Board of Commissioners

Douglas Spencer, President

By: 

Printed Name: Douglas A. Spencer

Title: President

Date: 11/08/2018

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

**OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : Community Development Block Grant Fund

I. GENERAL DATA

Grantee :	Auglaize County Board of Commissioners	Grant Number :	B-C-18-1AF-1
Vendor ID :	0000104153	Total Grant Award :	\$ 193,500
Program Rep :	James Bope	Partnering Jurisdiction(s) :	None
Application Submitter :	Esther Leffel	Admin Agency :	Poggemeyer Design Group, Inc.
CEO :	Douglas Spencer	Admin Contact :	Gayle Flaczynski
Title :	Chief Executive Officer	Title :	Housing Specialist
Address :	209 S Blackhoof St Wapakoneta, OH 45895	Address :	1168 N Main St, Bowling Green, OH 43402
Phone Number :	(419) 739-6710	Phone Number :	(419) 352-7537
Email Address :	dspencer@auglaizecounty.org	Email Address :	flaczynskig@poggemeyer.com

Ohio House :	82 - Craig S. Riedel	Ohio Senate :	1 - Rob McColley
	84 - Keith Faber		12 - Matt Huffman

II. GRANT DEADLINES

Award Date :	9/1/2018	Work Completion Date :	10/31/2020	Draw Date :	11/30/2020	Grant Completion Date :	12/31/2020
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III. PROGRAM DATA

Number of Units Rehabbed - Owner :	6	Number of Units Constructed - HHF :	0
Number of Units Rehabbed - Rental :	0	Number of Households - Homeownership Assisted :	0
Number of Units Repaired - Owner :	10	Number of Households - Rental Assistance :	0
Number of Units Repaired - Rental :	0		

Adopted Policy & Procedure Manual : Auglaize County Commissioners

IV. PROJECT DESCRIPTION

Auglaize County has applied for \$400,000 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 \$232,000 to complete 6 units; Owner Home Repair \$120,000 to complete 10 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. Auglaize County's award has been reduced \$150,000. Activity budgets will be adjusted accordingly.

**OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : Community Development Block Grant Fund

V. SOURCE OF FUNDS

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Auglaize County Board of Commissioners	\$ 174,000	Home Program Income	Other Leveraged Funds	N/A	N/A
Grant Funds	\$ 250,000				
Total	\$ 424,000				

VI. AWARDED PROGRAM BUDGET

Project Name / Activity Name	Total Cost	CDBG	HOME	OHTF	Other Funds Amount - Source
1-Rehabilitation Assistance					
1-Private Rehabilitation	\$ 256,600	\$ 43,500	\$ 56,500	0	\$ 156,600 Auglaize County ...
2-Repair Assistance					
1-Home / Building Repair	\$ 120,000	\$ 120,000	0	0	\$ 0
3-Administration / Fair Housing					
2-General Admin	\$ 43,400	\$ 26,000	0	0	\$ 17,400 Auglaize County ...
1-Fair Housing Program	\$ 4,000	\$ 4,000	0	0	\$ 0
3-Administration / Fair Housing Subtotal	\$ 47,400	\$ 30,000	0	0	\$ 17,400
Total Awarded	\$ 424,000	\$ 193,500	\$ 56,500	0	\$ 174,000

**OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : Community Development Block Grant Fund

VII. PROGRAM OUTCOMES

Project Name / Activity Name	No. of Beneficiaries	Percent	Inc Ben.	Measurable
Rehabilitation Assistance				
Private Rehabilitation	16	100%	L/M	6 Units Rehabbed - Owner
Repair Assistance				
Home / Building Repair	27	100%	L/M	10 Units Repaired - Owner

VIII. HOUSING PROGRAM INCOME

Description	HOME	CDBG Housing
Program Income Cash on Hand Balance	\$ 235,895	\$ 0
Program Income Leveraged in CHIP Program Application	\$ 24,000	\$ 0
Balance Available after CHIP Program Commitment	\$ 211,895	\$ 0
Program Income Committed to Other Projects	\$ 24,000	\$ 0
Balance Available after Other Commitments	\$ 187,895	\$ 0
Program Income Reflected in Implementation Plan	\$ 187,895	\$ 0
Remaining Uncommitted Balance	\$ 0	\$ 0

COMMUNITY DEVELOPMENT BLOCK GRANT
COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

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. 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 **December 1, 2018** for all PY 2018 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 December 1, 2018 deadline.
3. **ELIGIBLE COSTS.**
 - a. Expenditures may only be made for those activities contained in Attachment A. In no case may an expenditure 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 OCD website here: http://development.ohio.gov/cs/cs_occup.htm.
 - b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_occup.htm. Additional information found in OCD 15-06 – 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.
 - 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, CDBG, or NTF funds comply with 24 CFR Part 5, Subpart 'L' - Violence Against Women Act (VAWA).

5. **PROGRAM INCOME.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with the Office of Community Development (OCD) Program Income Policy (15-04), incorporated by reference herein. Eligible program income expenditures must follow the grantees 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: <http://development.ohio.gov/files/cs/Attachment12-ProgramIncomePolicy.pdf>.

6. **MILESTONES.** The following milestones must be achieved for all activities (excluding Repair Assistance, Administration and Fair Housing) and for all OCD sources of funds:

- a. The Environmental Review – Tier 1, Request for Release of Funds must be submitted by **December 1, 2018** or the Grantee will receive a Notification of Non-Compliance.
- b. All OCD sources of funds combined must be at least 50 percent committed and at least 25 percent drawn by **November 30, 2019** or there will be an automatic score reduction on the Grantee's next application.
- c. All OCD sources of funds combined must be at least 50 percent drawn by **July 31, 2020** or there will be an automatic award reduction on the Grantee's next award.

Committed is defined as having an executed contract and funds set up in Grantor's system. Drawn is defined as having a request to draw funds submitted in Grantor's system. **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 percent completed and inspected, i.e. work finished and final inspection conducted, by 2020-10-31 00:00:00. 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 Grantor will issue an automatic extension to complete committed projects with a score reduction on the Grantee's next application. There must be a clause in each contract, funded in whole or part with CDBG funds under this Grant Agreement, which stipulates that work be completed no later than 2020-10-31 00:00:00.

8. **DRAWDOWN REQUESTS.** All committed CDBG funds must be 100 percent drawn for eligible project expenditures by 2020-11-30 00:00:00 or OCD will issue an automatic extension to complete committed projects with a score reduction on the Grantee's next application. If any uncommitted, unspent CDBG funds remain, the grant amount will be reduced without penalty.

9. **CLOSEOUT REQUIREMENTS.**

- a. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantor by **December 31, 2020**.

- b. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.

- 10 **ANTIDISPLACEMENT 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.

11 **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:

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));
2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by Grantor; 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 one year before the date of the execution of the agreement with the demolition contractor.

12 **HOUSING REHABILITATION AND REPAIR ACTIVITIES.** Housing rehabilitation and repair activities must be implemented in accordance with the OCD Housing Handbook and corresponding program's 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: http://development.ohio.gov/cs/cs_affordhousing.htm.

Emergency home repair projects are defined as 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.

13 **UNIVERSAL IDENTIFIER AND CENTRAL CONTRACTOR REGISTRATION.** As a recipient of federal funds, Grantee will be required to maintain an active registration in the federal Central Contractor Registry (CCR) through 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. Information on registration is available at www.sam.gov.

14 **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.ohio.gov/cs/cs_uniformrelocationact.htm. The format, the method of determining value, the process for providing notices, 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: http://portal.hud.gov/hudportal/HUD?src=/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.

15 **SPECIAL CONDITION ON LEAD BASED PAINT.** The Special Condition applies only to residential units and/or child occupied facilities that undergo repair/rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim 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 35.130 and get a receipt from the occupant that they have received the pamphlet.
- b. For projects disturbing known or presumed lead-based paint use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
- c. Use clearance technicians who are trained by an ODH approved training provider, or use a licensed Lead Paint Inspector or a licensed Lead 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 personnel 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 program and allows 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 closeout 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 scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination. Ensure bidders provide an 'Occupant Protection Plan' with the submitted bid package detailing necessary protective measures for the occupants and how the area(s) will be appropriately isolated from the rest of the work site.
- i. 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 available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on 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 documentation that such persons are licensed abatement contractors or workers); and
 - b) Shall provide such documentation to Grantor personnel 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.

16

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) Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request.
 - 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.

Hard and 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 of the inspections and tests in Appendix A of the RRS, LBP inspections, risk assessments and clearance testing).
- 4) Preparing specifications/work write-ups.
- 5) Managing the contractor procurement process.
- 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 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.

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

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 thirty days of the request by Grantor.
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 and provided in 18-01 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at <https://development.force.com/OCDKnowledgeArticles/>.
4. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.
5. 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."

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

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 that:

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 will place restrictions on lobbying required by 24 CFR part 87 and certify that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
4. 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.
5. 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.
6. 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 135.
7. 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.
8. 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.
9. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
10. It will certify that it has complied with the following criteria:
 - a. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds 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.
 - b. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

- c. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
11. It will adopt a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
12. 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.
13. Its activities concerning lead-based paint will comply with the requirements of 24 CFR 35, subparts A, B, J, K, and R.
14. It will comply with all applicable laws.
15. It is using and will use HOME funds for eligible activities and costs, as described in §§92.205 through 92.209, and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.
16. Before committing HOME funds to a project, it will evaluate the project in accordance with guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing.
17. 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:
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.
 - All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 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."
 - Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be 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 sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "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. See §200.322 Procurement of recovered materials.

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:

1. 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;
2. 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
3. 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, if applicable.

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. Code. 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.

NO. 1058

Commissioner Reggie B moved the adoption of the following:

WHEREAS, the Board has been requested to authorize budget adjustments as follows for the Auglaize CBDD by Todd Busse, Director of Business and Finance: and,

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

cc: County Auditor
DD Board

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

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

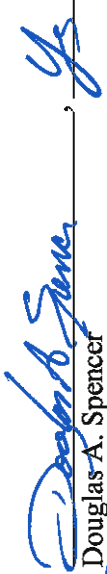
<u>MVGT Funds:</u>	
<u>Amount:</u>	
	From:
\$ 25,000.00	002.0013.510200 (Salary)
\$ 20,000.00	002.0013.536700 (PERS)
\$ 10,000.00	002.0014.510200 (Road Labor)
\$ 6,000.00	002.0014.510200 (Road Labor)
\$ 30,000.00	002.0014.510200 (Road Labor)
\$ 22,157.70	002.0015.538400 (Bridge Materials)
	To:
	002.0014.530401 (Fuel)
	002.0014.530301 (Parts)
	002.0015.536600 (Healthcare)
	002.0015.510200 (Bridge Labor)
	002.0014.538400 (Road Materials)
	002.0014.550100 (Contracts)

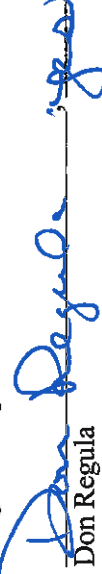
THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

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

Adopted this
8th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula

ABSENT
John N. Bergman

cc: County Auditor
/Engineer

County Commissioners Office
Auglaize County, Ohio
November 8, 2018

NO. 18-454

IN THE MATTER OF APPROVING AND EXECUTING THE THIRD AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN AUGLAIZE HOLDINGS LLC AND COUNTY OF AUGLAIZE, OHIO FOR THE AUGLAIZE ACRES FACILITY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, a Purchase and Sale Agreement was executed on August 7th, 2018 in Resolution #18-306 by and between the Auglaize County Board of Commissioners (the "Seller") and Auglaize Holdings LLC ("Purchaser") concerning the business and real property of the Auglaize Acres nursing home located at 13093 Infirmary Road, Wapakoneta, Auglaize County, Ohio 45895; and,

WHEREAS, the First Amendment for the Purchase and Sale Agreement was executed on September 25, 2018 in Resolution #18-370 between the above mentioned parties; and,

WHEREAS, the Second Amendment for the Purchase and Sale Agreement was executed on October 26, 2018 in Resolution #18-430 between the above mentioned parties; and,

WHEREAS, Seller and Purchaser desire to amend the Agreement in accordance with the terms of the Third Amendment as attached hereto; and,

WHEREAS, the Board finds the Third Amendment to the Purchase and Sale Agreement to be in order.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the agreement and authorize the County Administrator to execute and does hereby ratify the execution of the Third Amendment to the Purchase and Sale Agreement and any transaction documents related thereto.

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

Adopted this
8th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

ABSENT

John N. Bergman

cc/ County Auditor
✓ County Prosecutor
✓ Auglaize Acres – Kim Sudhoff
✓ Rolf Goffman Martin Lang LLP

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Third Amendment”) is made and entered into effective as of November 8th, 2018, by and between COUNTY OF AUGLAIZE, OHIO, a county and political subdivision of the State of Ohio (“Seller”) and AUGLAIZE HOLDINGS LLC, an Ohio limited liability company (“Purchaser”). For purposes of this Third Amendment, Seller and Purchaser may be referred to as a “Party” and collectively, the “Parties.”

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated as of August 7, 2018, as amended by the First Amendment to Purchase and Sale Agreement dated September 25, 2018, and the Second Amendment to the Purchase and Sale Agreement dated October 26, 2018 (collectively, the “Agreement”);

WHEREAS, Seller and Purchaser desire to amend the Agreement in accordance with the terms of this Third Amendment.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. Defined Terms. All capitalized terms set forth in this Third Amendment which are not otherwise defined herein shall have the same meaning as ascribed to such terms in the Agreement.
2. Section 5 The first sentence of Section 5 of the Agreement is hereby deleted and replaced with the following:

The closing of the purchase and sale of Seller’s Assets (the “Closing”) shall take place on the date that is on or about three (3) business days following the date that Lessee has obtained approval from the Ohio Department of Health for the SNF License; provided, however, that the Closing shall take place simultaneously with the closing of the transactions contemplated by the Operations Transfer Agreement; and provided, further, that all of Purchaser’s conditions to close set forth in this Agreement have either been satisfied or waived by Purchaser (the “Closing Date”).

3. Section 5 The last sentence of Section 5 of the Agreement is hereby deleted and replaced with the following:

Notwithstanding anything herein to the contrary, in the event that the SNF License to operate with at least eighty-seven (87) licensed beds at the Facility is not received by Purchaser prior to January 19, 2019, then Purchaser may elect to terminate this Agreement upon written notice to Seller, in which event the entire Earnest Money Deposit (including, for the avoidance of doubt, the portion of the Earnest Money Deposit attributable to the Escrow Loan and attributable to the Extension Deposit, if any) shall be returned to Purchaser.

4. Full Force and Effect. Except as specifically provided herein, the Agreement is unchanged and remains in full force and effect.

5. Counterparts; Facsimile Execution. This Third Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. This Third Amendment may be executed and delivered by electronic facsimile or PDF transmission.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Third Amendment to be executed by its duly authorized officer all as of the day and year first above written.

SELLER:

COUNTY OF AUGLAIZE, OHIO,
a county and political subdivision of the State of Ohio

By: 
Name: Douglas A. Spencer
Title: Commissioner

By: 
Name: Don Regula
Title: Commissioner

By: _____
Name: John Bergman
Title: Commissioner

PURCHASER:

AUGLAIZE HOLDINGS LLC,
an Ohio limited liability company

By: _____
Name: Elliott Jacobs
Title: Member