

IN THE MATTER OF AUTHORIZING A PARTICIPATION AGREEMENT REGARDING THE LOCATION OF NON-CUSTODIAL PARENT SERVICE PRIMARILY FOCUSED ON PRISON DATA PROGRAM BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CCAO SERVICE CORPORATION (CCAOSC).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Michael Morrow, Director of the Auglaize County Department of Job and Family Services presented to the Board of County Commissioners a participation agreement regarding the use of potential location leads for parents who are currently or have been incarcerated is entered into for usage of this program by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC") and the Auglaize County Job & Family Services, 12 N. Wood St., Wapakoneta, Ohio; and,

WHEREAS, the CCAOSC wishes to continue assisting Ohio counties entities in securing competitively priced "Locate Non-Custodial Parent Service primarily focused on Prison Data" under contractual terms favorable to participant. The participant agrees to pay the base rate of \$75 plus \$.20 per month for watches that exceed the free 100 watches per user. This permits unlimited usage plus 100 free watches per user of the location services for prison data for the year – July 1, 2016 to June 3, 2018, with the potential for one (1) additional two (2) year agreement.

- a. Annually the per user monthly amount will be determined by the number of users committed by the counties for the next year.
- b. In addition, Participant agrees to pay a Program Administrative Expense which is currently \$80.00 per for the participation agreement period. This will be invoiced with the invoice for July 1, 2016 – June 30, 2018.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the participation agreement, as presented, for effective dates and provisions as mentioned above, between Auglaize County Department of Job & Family Services and CCAO Service Corporation for so mentioned professional services; and,

BE IT FURTHER RESOLVED that the Board does here by authorizes the execution of said agreement for the Board of County Commissioners, Auglaize County, Ohio.

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

Adopted this
13th day of
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

✓cc: County Job & Family Services Dept. –
Michael Morrow

IN THE MATTER OF APPROVING AND AUTHORIZING A LIMITED ENGLISH PROFICIENCY PLAN FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; RATIFYING THE EXECUTION OF SAID PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Department of Job and Family Services' Bureau of Civil Rights is charged with the duty to ensure that the Auglaize County Department of Job and Family Services is in compliance with all relevant federal requirements involving applicants/recipients of program information, benefits and services who have limited English Language Proficiency; and,

WHEREAS, the Auglaize County Department of Job and Family Services has developed a Limited English Proficiency Plan to meet the requirements so mentioned; and,

WHEREAS, the Board of County Commissioners has been requested to approve and authorize said Plan.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the Limited English Proficiency Plan for the Auglaize County Department of Job and Family Services as requested; and,

BE IT FURTHER RESOLVED that said Board does ratify the execution of said Limited English Proficiency Plan as presented.

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

Adopted this
13th day of
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , yes
Douglas A. Spencer

✓ cc: County Department of Job & Family Services –
Michael Morrow

IN THE MATTER OF APPROVING AND AUTHORIZING A CIVIL RIGHTS PLAN FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/SCEA/PCSA; RATIFYING THE EXECUTION OF SAID PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, All programs, services and benefits administered, supervised, authorized and/or participated in by the Auglaize County DJFS/CSEA/PCSA/WIA/WIOA and contracted providers shall be operated in accordance with the nondiscriminatory provision of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Act of 1972; the Omnibus Budget Reconciliation Act of 1981; the Americans with Disability Act of 1990 to Americans with Disability Act as amended; Section 1808 of the Small Business Job Protection Act (adoption); the Multi-Ethnic Placement Act of 1994 (MEPA); the Inter-Ethnic adoption Provisions of 1996 (IEP); sections 181 and 188 of the Workforce Investment Act of 1998; the Department of Labor's regulations at 20 CFR, Part 667.600 and 29 CFR, Part 37; and, the Department of Agriculture's regulations at 7 CFR §272.6; and,

WHEREAS, the Auglaize County DJFS/CSEA/PCSA/WIA/WIOA shall appoint a Civil Rights Coordinator and shall have in effect a complain procedure which incorporates the elements of due process; and,

WHEREAS, the Auglaize County Department of Job and Family Services has developed a Civil Rights Plan to meet the requirements so mentioned; and,

WHEREAS, the Board of County Commissioners has been requested to approve and authorize said Plan.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the Civil Rights Plan for the Auglaize County Department of Job and Family Services/CSEA/PCSA/WIA/WIOA as requested; and,

BE IT FURTHER RESOLVED that said Board does ratify the execution of said Civil Rights Plan as presented.

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

Adopted this
13th day of
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , yes
Douglas A. Spencer

cc: County Department of Job & Family Services –
Michael Morrow

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 5, 2016, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2016 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

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

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize an amendment to the 2016 Annual Appropriation for Certificate Title Administration appropriation as follows:

Increase 026.0026.531000 (Transfer Out) by \$100,000.00; and,

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

From: 026.0026.531000 – Certificate Title Administration – Transfer Out

Amount: \$100,000.00

To: 001.1100.400100 – General Fund – Transfer In;

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

WHEREAS, the Erica L. Preston, County Administrator, has requested an amendment of \$31,539.00 and Sheriff Allen Solomon has requested an amendment of \$68,461.00 to the Annual Appropriation with moneys that were certified and unappropriated in the General Fund (001) budget.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the amendments to the 2016 Annual Appropriation for General Fund appropriation as follows:

Increase 001.0402.530400 (Equipment) by \$31,539.00;

Increase 001.0601.530400 (Equipment LE) by \$68,461.00.

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

Adopted this
13th day of
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: County Auditor, Sheriff
Clerk of Courts, County Administrator

IN THE MATTER OF AUTHORIZING THE BOARD'S EXECUTION OF THE PROMULGATION DOCUMENT AS PART OF THE AUGLAIZE COUNTY EMERGENCY OPERATIONS PLAN AS PREPARED BY THE AUGLAIZE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 3750.04, the County's Local Emergency Planning Committee "shall prepare and submit to the emergency response commission an emergency operations plan to cope with a disaster includes many diverse, interrelated elements, which must be part of an integrated emergency management system involving all elements of local government , private agencies and individual citizens"; and,

WHEREAS, the County's Local Emergency Planning Committee has prepared said plan: and,

WHEREAS, it is now necessary for the Board to execute the Promulgation Document as said plan is to be submitted to the State of Ohio prior to October 17, 2016.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the execution of the Promulgation Document as part of the Auglaize County Emergency Operations Plan as prepared by the Auglaize County Local Emergency Planning Committee.

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

Adopted this
13th day of
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, ye
Douglas A. Spencer

✓ cc: EMA - Troy Anderson

AUGLAIZE COUNTY EMERGENCY OPERATIONS PLAN
PROMULGATION STATEMENT – RESOLUTION

Preparedness to cope with a disaster includes many diverse, interrelated elements, which must be part of an integrated emergency management system involving all elements of local government, private agencies, and individual citizens.

Population protection planning is a cooperative effort to avert or minimize the effects of natural, technological, or attack related disasters; protect lives and property; and restore a stricken area with a minimum of disruption.

Disasters necessitate a sudden escalation in the material needs of the community and a reorganization of resources and personnel in order to address emergency response.

Lives can be lost through confusion and disorganization accompanying the lack of full planning effort. Therefore, failure to develop a preparedness plan encourages only salvage actions instead of coordinated response.

This plan is a policy statement regarding emergency management; it assigns tasks and responsibilities to county officials, specifying emergency roles. It has been developed pursuant to Section 5502, Ohio Revised Code and Resolution.

PASSED AND ADOPTED by the County Commission of Auglaize County, State of Ohio, this 13th day of October, 2016.

SIGNATURES



County Commission President



County Commissioner



County Commissioner



EMA Director

IN THE MATTER OF APPROVING THE HAZARDOUS MATERIALS ANNEX "Q" TO THE AUGLAIZE COUNTY EMERGENCY OPERATIONS PLAN AS PREPARED BY THE AUGLAIZE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 3750.04, the County's Local Emergency Planning Committee "shall prepare and submit to the emergency response commission a chemical emergency response and preparedness plan for the district"; and,

WHEREAS, the County's Local Emergency Planning Committee has prepared a Hazardous Materials Annex "Q" to said plan; and,

WHEREAS, it is now necessary for the Board to approve the Auglaize County Hazardous Materials Annex, prepared by the Local Emergency Planning Committee, to the Auglaize County Emergency Operations Plan which is to be submitted to the State of Ohio prior to October 17, 2016.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the revisions as mentioned in the Hazardous Materials Annex to the Auglaize County Emergency Operations Plan and as presented by the Auglaize County Local Emergency Planning Committee.

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

Adopted this
13th day of
October, 2016

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

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . yes
Douglas A. Spencer

cc: Troy Anderson - Auglaize County EMA

County Commissioners Office
Auglaize County, Ohio
October 13, 2016

NO. 16-361

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

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

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
408611	\$10,179.60	Steinke Concrete Construction Inc.
408666	\$ 509.98	Tractor Supply
408708	\$ 1,607.78	Miller's Textile Service
408755	\$ 223.17	U.S. Bank Equipment
408766	\$ 436.21	Dominion East Ohio

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

Adopted this
13th day
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

✓ cc: County Auditor

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, HOME FUNDS AND OHTF FUNDS FOR PROGRAM YEAR 2016.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on April 21, 2016, the Board of County Commissioners authorized the submittal of a grant application in the amount of \$400,000.00 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 three (3) separate grant agreements as the \$400,000.00 grant funding will be available through three (3) different sources; 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, Don Regula, 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:

Grant No. B-C-16-1AF-1
Source: CDBG Community Development Block Grant Program
Grant allocation: \$277,100.00

Grant No. B-C-16-1AF-2
Source: HOME Investment Partnerships Program
Grant allocation: \$ 72,900.00

Grant No. S-C-16-1AF-1
Source: Ohio Housing Trust Funds Program
Grant allocation: \$50,000.00

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

Adopted this
13th day of
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

**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-16-1AF-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 Commissioners, located at 209 S. Blackhoof Street, Room 201, Wapakoneta, OH 45895-1972 (the "Grantee"), for the period beginning September 1, 2016 and ending December 31, 2018 (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 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 \$277,100.00 (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://soh.sp.ohio.gov/sites/OCDEHELP>. Additional information found in OCD 16-01 – Grant Operations and Financial Management Policy.

8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://soh.sp.ohio.gov/sites/OCDEHELP>, 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. **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 Commissioners
209 S. Blackhoof Street, Room 201
Wapakoneta, OH 45895-1972
Attn: Don Regula, President

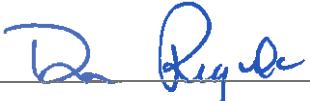
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify 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 16-01 – 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 Commissioners

Don Regula, President

By: 

Printed Name: Don Regula

Title: President

Auglaize County Board of Commissioners

Date: 10-13-2016

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

**OFFICE OF COMMUNITY DEVELOPMENT
2016 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 Commissioners		
Vendor ID :	0000104153	Grant Number :	B-C-16-1AF-1
Community Nbr :	1AF	Total Grant Award :	\$ 277,100
County :	Auglaize	Partnering Jurisdiction(s) :	None
Program Rep :	James Bope		
Application Submitter :	Esther Leffel	Admin Agency :	Poggemeyer Design Group, Inc.
Community CEO :	Don Regula	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 :	dregula@auglazecounty.org	Email Address :	flaczynskig@poggemeyer.com
Ohio House :	82 - Tony Burkley 84 - Jim Buchy	Ohio Senate :	1 - Cliff Hite 12 - Keith Faber

II. GRANT DEADLINES

Award Date : 9/1/2016 Work Completion Date : 10/31/2018 Draw Date : 11/30/2018 Grant Completion Date : 12/31/2018

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.

**OFFICE OF COMMUNITY DEVELOPMENT
2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : Community Development Block Grant Fund

V. SOURCES OF FUND

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Auglaize County HOME Housing Program Income	\$ 24,000	Other Funds	Other Leveraged Funds	N/A	N/A
Grant Funds	\$ 400,000				
Total	\$ 424,000				

VI. AWARDED PROGRAM BUDGET

Project Name / Activity Name	Total Cost	CDBG	HOME	OHTF	Other Funds Amount - Source
1-Repair Assistance					
1-Home / Building Repair	\$ 120,000	\$ 70,000	\$ 0	\$ 50,000	\$ 0
2-Rehabilitation Assistance					
1-Private Rehabilitation	\$ 256,000	\$ 159,100	\$ 72,900	\$ 0	\$ 24,000 Auglaize County ...
3-Administration / Fair Housing					
1-Fair Housing Program	\$ 4,000	\$ 4,000	\$ 0	\$ 0	\$ 0
2-General Admin	\$ 44,000	\$ 44,000	\$ 0	\$ 0	\$ 0
3-Administration / Fair Housing Subtotal	\$ 48,000	\$ 48,000	\$ 0	\$ 0	\$ 0
Total Awarded	\$ 424,000	\$ 277,100	\$ 72,900	\$ 50,000	\$ 24,000

**OFFICE OF COMMUNITY DEVELOPMENT
2016 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	\$ 169,457	\$ 0
Program Income Leveraged in CHIP Program Application	\$ 24,000	\$ 0
Balance Available after CHIP Program Commitment	\$ 145,457	\$ 0
Program Income Committed to Other Projects	\$ 52,000	\$ 0
Balance Available after Other Commitments	\$ 93,457	\$ 0
Program Income Reflected in Implementation Plan	\$ 93,457	\$ 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. The Environmental Review – Tier 1, Request for Release of Funds must be submitted by **December 1, 2016** for all activities (except Repair Assistance, Fair Housing, and Administration) or the Grantee will receive a Notification of Non-Compliance
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_ocp.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_ocp.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 local government and will generally be accessible Monday through Friday. A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. The name and contact information of the local fair housing coordinator and consultant/agency, if applicable, must be printed in all fair housing materials and reported to OCD.
 - b. Conduct or maintain an Analysis of Impediments to Fair Housing Choice (AI) to determine impediments to fair housing choice. The AI will present a clear analysis of the information collected; outline changes needed to correct or overcome identified impediments; include a specific plan of action; and include a timeline or schedule for the resolution of the identified problems or impediments. Grantee will have an on-going process for identifying fair housing concerns and for analyzing local efforts to address or mitigate specific issues. At a minimum, the AI will be updated annually.
 - c. Establish and implement a process to receive fair housing complaints and forward the complaints 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), date of the referral, and any follow-up action.
 - d. Annually, the Grantee shall conduct training activities and provide educational materials to residents of project/activity areas, or targeted special populations, in which CDBG or HOME activities are planned to be undertaken. The Grantee shall also provide training and information to at least, three additional civic, social groups and/or schools in the community. Records will contain an agenda, sign-in sheet, minutes, a description of the audience, and any follow-up to occur for each training session.
 - e. Develop and distribute fair housing information and materials (e.g. brochures, pamphlets, posters, and other informational materials) quarterly throughout the grant period to a minimum of ten public events, agencies or organizations (e.g. county fair, post office, employment services office, etc.). The telephone number (including a telephone number for use by the hearing impaired) of the local fair housing coordinator must be printed on all fair housing materials. The Grantee must maintain a list of distribution locations, dates, and estimated quantities and types of distributed materials.

Community Housing Impact and Preservation Program (CHIP) fair housing requirements are in addition to the CDBG Standard Fair Housing requirements listed above. The CHIP fair housing requirements include the following:

1. Distribute fair housing information to all housing activity applicants and program participants, including tenant based rental assistance applicants/participants. Outreach materials must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate;
 2. Distribute fair housing materials to at least five agencies, organizations, etc. which serve CHIP Program service areas and potential program participants;
 3. Provide at least one fair housing training for the CHIP Program that targets the potential pool of applicants;
 4. Provide fair housing and Ohio landlord-tenant law training and/or information to owners of rental properties receiving assistance;
 5. Homebuyer education or counseling activities must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate.
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, 2016** or the Grantee will receive a Notification of Non-Compliance.
 - b. All OCD sources of funds combined must be at least 25 percent committed and at least 10 percent drawn by **March 31, 2017** or the Grantee will receive a Notification of Non-Compliance.
 - c. All OCD sources of funds combined must be at least 50 percent committed and at least 25 percent drawn by **September 30, 2017** or there will be an automatic score reduction on the Grantee's next application.
 - d. All OCD sources of funds combined must be at least 75 percent drawn by **May 31, 2018** 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 **October 31, 2018**. 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 **October 31, 2018**.
8. **DRAWDOWN REQUESTS.** All committed CDBG funds must be 100 percent drawn for eligible project expenditures by **November 30, 2018** 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.**
- b. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantor by **December 31, 2018**.
 - c. 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 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. 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 Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee, and furnish such information to Grantor 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 project 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 project, 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, and if the area is less than the entire unit, how the area 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.

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 16-01 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at <https://soh.sp.ohio.gov/sites/OCDHelp/SitePages/Index.aspx>.
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 to further the goals identified in the Assessment of Fair Housing conducted in accordance with the requirements of 24 CFR 5.150 through 5.180, and that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.
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 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

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.

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

GRANT AGREEMENT

RECEIVED
OCT - 7 2016
Board of County Commissioners
Auglaize County, Ohio

F.T.I. Number: 346400073

Grant Number: B-C-16-1AF-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 Commissioners, located at 209 S. Blackhoof Street, Room 201, Wapakoneta, OH 45895-1972, (the "Grantee"), for the period beginning September 1, 2016 and ending December 31, 2018 (the "Grant Period").

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 \$72,900.00 (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://soh.sp.ohio.gov/sites/OCDEHELP>. Additional information found in OCD 16-01 – Grant Operations and Financial Management Policy.

8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://soh.sp.ohio.gov/sites/OCDEHELP>, 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. **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 Commissioners
209 S. Blackhoof Street, Room 201
Wapakoneta, OH 45895-1972
Attn: Don Regula, 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 16-01 – 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 Commissioners

Don Regula, President

By: 

Printed Name: Don Regula
President

Title: Auglaize County Board of Commissioners

Date: 10-13-2016

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

**OFFICE OF COMMUNITY DEVELOPMENT
2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : HOME

I. GENERAL DATA

Grantee :	Auglaize County Commissioners	Grant Number :	B-C-16-1AF-2
Vendor ID :	0000104153	Total Grant Award :	\$ 72,900
Community Nbr :	1AF	Partnering Jurisdiction(s) :	None
County :	Auglaize		
Housing Rep :	James Bope		
Application Submitter :	Esther Leffel	Admin Agency :	Poggemeyer Design Group, Inc.
Community CEO :	Don Regula	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 :	dregula@auglazecounty.org	Email Address :	flaczynskig@poggemeyer.com
Ohio House :	82 - Tony Burkley	Ohio Senate :	1 - Cliff Hite
	84 - Jim Buchy		12 - Keith Faber

II. GRANT DEADLINES

Award Date : 9/1/2016 Work Completion Date : 10/31/2018 Draw Date : 11/30/2018 Grant Completion Date : 12/31/2018

III. PROGRAM DATA

Number of Units Rehabbed - Owner :	6	Number of Units Constructed - HfH :	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.

**OFFICE OF COMMUNITY DEVELOPMENT
2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : HOME

V. SOURCES OF FUND

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Auglaize County HOME Housing Program Income	\$ 24,000	Other Funds	Other Leveraged Funds	N/A	N/A
Grant Funds	\$ 400,000				
Total	\$ 424,000				

VI. AWARDED PROGRAM BUDGET

Project Name / Activity Name	Total Cost	HOME	CDBG	OHTF	Other Funds Amount - Source
1-Repair Assistance					
1-Home / Building Repair	\$ 120,000	\$ 0	\$ 70,000	\$ 50,000	\$ 0
2-Rehabilitation Assistance					
1-Private Rehabilitation	\$ 256,000	\$ 72,900	\$ 159,100	\$ 0	\$ 24,000 Auglaize County ...
3-Administration / Fair Housing					
1-Fair Housing Program	\$ 4,000	\$ 0	\$ 4,000	\$ 0	\$ 0
2-General Admin	\$ 44,000	\$ 0	\$ 44,000	\$ 0	\$ 0
3-Administration / Fair Housing Subtotal	\$ 48,000	\$ 0	\$ 48,000	\$ 0	\$ 0
Total Awarded	\$ 424,000	\$ 72,900	\$ 277,100	\$ 50,000	\$ 24,000

**OFFICE OF COMMUNITY DEVELOPMENT
2016 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	\$ 169,457	\$ 0
Program Income Leveraged in CHIP Program Application	\$ 24,000	\$ 0
Balance Available after CHIP Program Commitment	\$ 145,457	\$ 0
Program Income Committed to Other Projects	\$ 52,000	\$ 0
Balance Available after Other Commitments	\$ 93,457	\$ 0
Program Income Reflected in Implementation Plan	\$ 93,457	\$ 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. The Environmental Review – Tier 1, Request for Release of Funds must be submitted by **December 1, 2016** or the Grantee will receive a Notification of Non-Compliance
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_ocp.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_ocp.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 local government and will generally be accessible Monday through Friday. A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. The name and contact information of the local fair housing coordinator and consultant/agency, if applicable, must be printed in all fair housing materials and reported to OCD.
 - b. Conduct or maintain an Analysis of Impediments to Fair Housing Choice (AI) to determine impediments to fair housing choice. The AI will present a clear analysis of the information collected; outline changes needed to correct or overcome identified impediments; include a specific plan of action; and include a timeline or schedule for the resolution of the identified problems or impediments. Grantee will have an on-going process for identifying fair housing concerns and for analyzing local efforts to address or mitigate specific issues. At a minimum, the AI will be updated annually.
 - c. Establish and implement a process to receive fair housing complaints and forward the complaints 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), date of the referral, and any follow-up action.
 - d. Annually, the Grantee shall conduct training activities and provide educational materials to residents of project/activity areas, or targeted special populations, in which CDBG or HOME activities are planned to be undertaken. The Grantee shall also provide training and information to at least, three additional civic, social groups and/or schools in the community. Records will contain an agenda, sign-in sheet, minutes, a description of the audience, and any follow-up to occur for each training session.
 - e. Develop and distribute fair housing information and materials (e.g. brochures, pamphlets, posters, and other informational materials) quarterly throughout the grant period to a minimum of ten public events, agencies or organizations (e.g. county fair, post office, employment services office, etc.). The telephone number (including a telephone number for use by the hearing impaired) of the local fair housing coordinator must be printed on all fair housing materials. The Grantee must maintain a list of distribution locations, dates, and estimated quantities and types of distributed materials.

Community Housing Impact and Preservation Program (CHIP) fair housing requirements are in addition to the CDBG Standard Fair Housing requirements listed above. The CHIP fair housing requirements include the following:

1. Distribute fair housing information to all housing activity applicants and program participants, including tenant based rental assistance applicants/participants. Outreach materials must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate;
2. Distribute fair housing materials to at least five agencies, organizations, etc. which serve CHIP Program service areas and potential program participants;
3. Provide at least one fair housing training for the CHIP Program that targets the potential pool of applicants;
4. Provide fair housing and Ohio landlord-tenant law training and/or information to owners of rental properties receiving assistance;
5. Homebuyer education or counseling activities must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate.

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, 2016** or the Grantee will receive a Notification of Non-Compliance.
- b. All OCD sources of funds combined must be at least 25 percent committed and at least 10 percent drawn by **March 31, 2017** or the Grantee will receive a Notification of Non-Compliance.
- c. All OCD sources of funds combined must be at least 50 percent committed and at least 25 percent drawn by **September 30, 2017** or there will be an automatic score reduction on the Grantee's next application.
- d. HOME funds must be 100 percent committed and all OCD sources of funds combined must be at least 75 percent drawn by **May 31, 2018**. 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 **October 31, 2018**. 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 **October 31, 2018**.

8. **DRAWDOWN REQUESTS.** All committed HOME funds must be 100 percent drawn for eligible project expenditures by **November 30, 2018** 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, 2018**.
- 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.
 1. **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.
 2. **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.
 3. **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.
 4. **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.
 5. **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.
 6. **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 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. 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 Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee, and furnish such information to Grantor 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 project 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 project, 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, and if the area is less than the entire unit, how the area 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.

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 16-01 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at <https://soh.sp.ohio.gov/sites/OCDHelp/SitePages/Index.aspx> if 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 to further the goals identified in the Assessment of Fair Housing conducted in accordance with the requirements of 24 CFR 5.150 through 5.180, and that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.
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
LOW- AND MODERATE-INCOME (LMI) HOUSING TRUST FUND (HTF)
COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

GRANT AGREEMENT

RECEIVED
OCT - 7 2016
Board of County Commissioners
Auglaize County, Ohio

F.T.I. Number: 346400073

Grant Number: S-C-16-1AF-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 Commissioners**, located at 209 S. Blackhoof Street, Room 201, Wapakoneta, OH 45895-1972, (the "Grantee"), for the period beginning **September 1, 2016** and ending **December 31, 2018** (the "Grant Period").

BACKGROUND INFORMATION

A. Ohio Revised Code Section 174.02 created the Low- and Moderate-Income Housing Trust Fund ("HTF") in the State Treasury to provide housing and housing assistance for targeted low- and moderate-income families and individuals. The fund consists of fees collected by county recorders pursuant to Ohio Revised Code 319.63, grants, gifts, loan repayments and contributions of money including the earnings from the investment of the fund.

B. Pursuant to Ohio Revised Code Section 174.03(A), Grantor and Grantee are required to develop programs, in accordance with the statute and any rules promulgated thereunder, to make grants, loans, loan guarantees, and loan subsidies to benefit low- and moderate-income families and individuals.

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 Grant of Funds. Grantor hereby grants funds to Grantee in the amount of **\$50,000.00** (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 apart hereof, and incorporated herein by reference. The award of Grant Funds shall be contingent upon the special conditions as set forth in Attachment B, attached hereto, and 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 set forth 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. 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 can be maintained by Grantee and expended on activities included in Attachment A. 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 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. 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 allocation 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.

8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at https://development.ohio.gov/cs/cs_policynotices.htm, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in Attachment D, which is attached hereto made a part hereof.,

9. **Records, Access and Maintenance.** Grantee shall establish, maintain, 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 other 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.** Grantee shall ensure that the Grant Funds are audited according to the requirements of Attachment E, "Grant Administration Guidelines-Audits", which is attached hereto, made a part hereof, and incorporated herein by reference.

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. **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 15, 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.

14. **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 Ohio Revised Code, 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.

15. **Termination.**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

1. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
2. Failure of Grantee to submit any report required by this agreement that is complete and accurate.
3. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.

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 16 of this Agreement.

16. **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 this 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.

17. **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.

18. **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.

19. **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.

20. **Adherence to State and Federal Laws, Regulations.**

a. **General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 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 Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.

21. **Outstanding Liabilities.** Grantee affirmatively covenants 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 the amounts owed are being contested in a court of law or not.

22. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of Grant Funds, Grantee shall be required to return all Grant Funds immediately pursuant to O.R.C. 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 O.R.C. 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 O.R.C. 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.

23. **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.

24. **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 and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **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
- Copy to: Chief Legal Counsel
2. In the case of Grantee, to:
- Auglaize County Commissioners
209 S. Blackhoof Street, Room 201
Wapakoneta, OH 45895-1972
Attn: Don Regula, 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 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.
- 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.
- 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 Commissioners

Don Regula, President

By: _____



Printed Name: Don Regula
President

Title: Auglaize County Board of Commissioners

Date: 10-13-2016

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

**OFFICE OF COMMUNITY DEVELOPMENT
2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : Ohio Housing Trust Funds

I. GENERAL DATA

Grantee :	Auglaize County Commissioners	Grant Number :	S-C-16-1AF-1
Vendor ID :	0000104153	Total Grant Award :	\$ 50,000
Community Nbr :	1AF	Partnering Jurisdiction(s) :	None
County :	Auglaize		
Application Submitter :	Esther Leffel		
Housing Rep :	James Bope	Admin Agency :	Poggemeyer Design Group, Inc.
Community CEO :	Don Regula	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 :	dregula@auglazecounty.org	Email Address :	flaczynskig@poggemeyer.com
Ohio House :	82 - Tony Burkley 84 - Jim Buchy	Ohio Senate :	1 - Cliff Hite 12 - Keith Faber

II. GRANT DEADLINES

Award Date : 9/1/2016 Work Completion Date : 10/31/2018 Draw Date : 11/30/2018 Grant Completion Date : 12/31/2018

III. PROGRAM DATA

Number of Units Rehabbed - Owner :	6	Number of Units Constructed - HfH :	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.

**OFFICE OF COMMUNITY DEVELOPMENT
2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : Ohio Housing Trust Funds

V. SOURCES OF FUND

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Auglaize County HOME Housing Program Income	\$ 24,000	Other Funds	Other Leveraged Funds	N/A	N/A
Grant Funds	\$ 400,000				
Total	\$ 424,000				

VI. AWARDED PROGRAM BUDGET

Project Name / Activity Name	Total Cost	OHTF	CDBG	HOME	Other Funds Amount - Source
1-Repair Assistance					
1-Home / Building Repair	\$ 120,000	\$ 50,000	\$ 70,000	\$ 0	\$ 0
2-Rehabilitation Assistance					
1-Private Rehabilitation	\$ 256,000	\$ 0	\$ 159,100	\$ 72,900	\$ 24,000 Auglaize County
3-Administration / Fair Housing					
1-Fair Housing Program	\$ 4,000	\$ 0	\$ 4,000	\$ 0	\$ 0
2-General Admin	\$ 44,000	\$ 0	\$ 44,000	\$ 0	\$ 0
3-Administration / Fair Housing Subtotal	\$ 48,000	\$ 0	\$ 48,000	\$ 0	\$ 0
Total Awarded	\$ 424,000	\$ 50,000	\$ 277,100	\$ 72,900	\$ 24,000

**OFFICE OF COMMUNITY DEVELOPMENT
2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source : Ohio Housing Trust Funds

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	\$ 169,457	\$ 0
Program Income Leveraged in CHIP Program Application	\$ 24,000	\$ 0
Balance Available after CHIP Program Commitment	\$ 145,457	\$ 0
Program Income Committed to Other Projects	\$ 52,000	\$ 0
Balance Available after Other Commitments	\$ 93,457	\$ 0
Program Income Reflected in Implementation Plan	\$ 93,457	\$ 0
Remaining Uncommitted Balance	\$ 0	\$ 0

**LOW-INCOME HOUSING TRUST FUND
COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM**

ATTACHMENT B

SPECIAL CONDITIONS

1. **GRANT EXECUTION.** This Agreement must be signed by Grantee's authorized official, approved and returned to Grantor within ten working days. Failure to do so may result in the cancellation of this grant of funds.
2. **ELIGIBLE COSTS.**
 - a. Expenditures may only be made for those activities contained in Attachment A of this Agreement. In no case may expenditures be made for an activity considered ineligible under the Low- and Moderate-Income Housing Trust Fund Program.
 - b. Amendments to this Agreement may only be made with prior approval by Grantor.
3. **PROGRAM INCOME.** Any program income resulting from expenditures of the Grant Funds must be returned to Grantor, unless Grantee received prior approval from Grantor.
4. **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. All OCD sources of funds combined must be at least 25 percent committed and at least 10 percent drawn by **March 31, 2017** 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 **September 30, 2017** 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 75 percent drawn by **May 31, 2018** 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.**

2. **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 **October 31, 2018**. 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 **October 31, 2018**.

3. **DRAWDOWN REQUESTS.** All committed OHTF funds must be 100 percent drawn for eligible project expenditures by **November 30, 2018** 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 OHTF funds remain, the grant amount will be reduced without penalty.

4. **CLOSE-OUT REQUIREMENTS.** Final Performance Reports for Grantee's program, as described in Attachment A of this Agreement, must be submitted to Grantor by **December 31, 2018**.

5. **LOW-INCOME DESIGNATION.**

- a. All households assisted with Ohio Housing Trust Funds must qualify by income at fifty percent or below of the area median income (AMI).
- b. If applicable, Grantees that undertake activities that provide, or assist in providing, a rental housing project must reasonably ensure that the rental housing project will be affordable to those families and individuals targeted for the rental housing project.
- c. If applicable, Grantees that undertake activities that will provide, or assist in providing, a housing project must prepare and implement a plan to reasonably assist any families and individuals displaced by the housing project in obtaining decent affordable housing

- d. Grantee shall not violate Section 4112.02 of the Ohio Revised Code, Unlawful Discriminatory Practices.

6. **HOUSING REHABILITATION AND REPAIR ACTIVITIES.** Housing rehabilitation and repair activities must be implemented in accordance with Grantor's Non-Participating Jurisdiction 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 Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: 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.

7. **SPECIAL CONDITION ON LEAD-BASED PAINT.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where 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. 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 Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee, and furnish such information to Grantor 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 project 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 project, 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, and if the area is less than the entire unit, how the area 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.

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT C

REPORTING REQUIREMENTS

Grantee shall submit the reports listed below in an adequate and timely manner. 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 with thirty days of the request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. If Grantee received \$100,000 or more in Grant Funds under this Agreement, an audit must be conducted according to the requirements of Attachment E, Grant Administration Guidelines - Audits. Additional information found in OCD 16-01 – Grant Operations and Financial Management Policy. The OCD Program Policy Notices can be found at http://development.ohio.gov/cs/cs_policynotices.htm
4. Grantee shall comply with the reporting requirements provided in 16-01 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at http://development.ohio.gov/cs/cs_policynotices.htm
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all funds provided under this Agreement.
6. Grantee shall retain all records, receipts, etc. for a period of three years after the "Final Closeout" of this Agreement. Grantor shall notify the 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

Grantee hereby assures and certifies to the following conditions:

1. For any individual and/or family receiving assistance under the provisions of this Agreement that violates the program requirements, Grantee may terminate assistance in accordance with a formal process as established by Grantee. Such process must recognize the right of individual(s) affected, which may include a hearing.
2. Grantee shall provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the following principles:
 - a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment to give preference in employment to persons on the basis of religion;
 - b. It will not discriminate against any person applying for any of the eligible activities under this Program on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion; and
 - c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities under this Program.
3. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of 24 CFR Part 35, subparts A, B, J, K and R.
4. Within 30 days after the Grant Period ends or this Agreement is terminated, Grantee shall repay to Grantor any unspent Grant Funds drawn pursuant to this Agreement as well as any unauthorized expenditure of Project Funds.

Community Housing Impact and Preservation Program

ATTACHMENT E

GRANT ADMINISTRATION GUIDELINES-AUDITS

Grantees receiving a state-funded grant award of less than \$100,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award.

Grantees receiving a state-funded grant award equal to or greater than \$100,000 are required to submit either a single audit or a grant specific audit report to Ohio Development Services Agency, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.

1. Single Audit: Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements.

The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants.

Single audits must be performed by an independent public accountant.

Single audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the audit period.

2. Grant Specific Audit: Grantee obtains an audit of a specific grant that is equal to or greater than \$100,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement.

A grant specific audit must be performed by an independent public accountant.

Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.

1. Audit Standards: Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF MATTHEW S. BAILEY AS THE AIRPORT
MANAGER FOR THE NEIL ARMSTRONG AIRPORT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Matthew S. Bailey, Airport Manager of the Neil Armstrong Airport, submitted the following correspondence to the Board of County Commissioners:

Dear County Commissioners,

This letter is to inform you of my resignation as manager at the Neil Armstrong Airport.

Sincerely,
s/Matthew S. Bailey
Matthew S. Bailey

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County does hereby accept the resignation of Matthew Bailey as Airport Manager; same to be effective at 3:31p.m. on October 11, 2016; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does commend Airport Manager Matthew S. Bailey for his faithfulness and dedication to the citizenry of Auglaize County, and does further, extend its best wishes in his resignation.

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

Adopted this
13th day of
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Matthew Bailey
Deputy Auditor – Lori Yahl

**IN THE MATTER OF APPROVING A CONTRACTOR'S PAY REQUEST #2 FROM HUME
SUPPLY, INC FOR 2016 CDBG AUGLAIZE ACRES NEW ELEVATOR PROJECT, USING PY
2015 CDBG ALLOCATION PROGRAM FUNDING AND RLF FUNDS.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on June 2, 2016, Resolution #16-213, the Board of County Commissioners awarded the bid for the 2016 CDBG Auglaize Acres New Elevator Project using P.Y. 2015 CDBG Allocation Program and RLF Funds to Hume Supply, Inc. at the cost of \$434,700.00; and,

WHEREAS, the Board of County Commissioners has now been presented with a Contractor's Pay Request #2 in the amount of \$47,865.76 with a retainage of \$2,492.24 from Hume Supply, Inc. through Garmann/Miller Architects-Engineers.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #2 in the amount of \$47,865.76 with a retainage of \$2,492.24 using the RLF funds of \$47,865.76 and does authorize the execution by the President of the Board of County Commissioners for said Contractor's Partial Pay #2 and through Garmann/Miller Architects Engineers.

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

Adopted this
13th day of
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula , yes
Don Regula
John N. Bergman , yes
John N. Bergman
Douglas A. Spencer , yes
Douglas A. Spencer

- cc: Poggemeyer Design Group -- Gayle Flaczynski
- Hume Supply, Inc.
- Auglaize Acres -- Kim Sudhoff

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO ISSUE A WARRANT TO THE VILLAGE OF MINSTER FROM THEIR PERMISSIVE LICENSE PLATE TAX FUND AS RECOMMENDED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the following letter of request was submitted to the Board of County Commissioners by Doug Reinhart, County Engineer:

The Village of Minster has provided to me a paid invoice for over \$411,000.00 for resurfacing improvements completed during 2016, which qualifies for Permissive License Plate Tax reimbursement. Please authorize the Auglaize County Auditor to reimburse the Village of Minster the amount of \$18,592.65 that currently exists in their Permissive License Plate Fund.

s/Douglas Reinhart
Douglas Reinhart, P.E., P.S.
Auglaize County Engineer

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, respective of Engineer Reinhart's request, does hereby authorize the County Auditor to issue a warrant in the amount of \$18,592.65 made payable to the Village of Minster with funds to be drawn from their Permissive License Plate Tax Fund.

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

Adopted this
13th day of
October, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: ☒ County Engineer
☒ County Auditor
☒ Village of Minster