

IN THE MATTER OF AUTHORIZING AN AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN THE AUGLAIZE COUNTY LAW ENFORCEMENT CENTER AND SUSAN J. HARROD FOR COUNSELING SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 3rd day of October, 2013.

Commissioner Spencer moved the adoption of the following:
RESOLUTION

WHEREAS, Sheriff Allen Solomon submitted to the Board of County Commissioners an agreement with Susan J. Harrod of Wapakoneta to provide chemical dependency and mental health counseling/psychotherapy assessment, crisis intervention, stabilization, consultation, prevention, education for inmates at the County Law Enforcement Center; and,

WHEREAS, said services are on an as needed basis, not to be less or more than 24 hours a week for the duration of this agreement; same being October 1, 2013 through December 31, 2013; cost for direct services is at a rate of \$40.00 per hour; and,

WHEREAS, Sheriff Solomon requested that the Board authorize and execute this contractual services agreement with Susan J. Harrod as she has completing this professional service since December 2007.

THEREFORE, BE IT RESOLVED that said Board authorize the Agreement for Contractual Services between the Auglaize County Law Enforcement Center and Susan J. Harrod of Wapakoneta, Ohio for said professional services as mentioned above; and ratifies the execution of said Agreement.

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

Adopted this
3rd day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Sheriff Allen Solomon
✓ Susan J. Harrod

IN THE MATTER OF APPROVING THE SERVICE AGREEMENT WITH BUCKEYE EXTERMINATING, INC. FOR BIRD PROOFING THE COURTHOUSE; RATIFYING THE EXECUTION OF THE CONTRACT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 3rd day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners desires to control the nuisance bird population on and around the courthouse; and,

WHEREAS, Buckeye Exterminating, Inc. has, in the past, provided bird proofing to the satisfaction of the Board; and,

WHEREAS, a service agreement, in the amount of \$500.00, has been submitted to the Board of County Commissioners by Buckeye Exterminating, Inc. for an Avitrol treatment program for pigeon control on the Courthouse.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the service agreement as submitted by Buckeye Exterminating, Inc. for the Avitrol treatment program for pigeon control on the Courthouse; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of the agreement; and,

BE IT FURTHER RESOLVED that the Clerk of the Board encumber \$500.00 for payment of the above approved agreement.

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

Adopted this
3rd day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Buckeye Exterminating, Inc.
Courthouse maintenance personnel
Clerk of the Board

County Commissioners Office
Auglaize County, Ohio
October 3, 2013

No. 13-438

IN THE MATTER OF AUTHORIZING EMPLOYMENT OF DEBORAH VANTILBURG TO THE POSITION OF INTERMITTENT PART-TIME HOUSEKEEPER FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 3rd day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, due to the resignation of the part-time housekeeper and the approved leave of absence of other full-time housekeeper, Deborah VanTilburg was contacted concerning the position of the intermittent part-time housekeeper; and,

WHEREAS, Ms. VanTilburg had agreed to accept the intermittent housekeeper position.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the employment of Deborah VanTilburg as a intermittent part-time housekeeper as mentioned above; and,

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

1. Compensation for Ms. VanTilburg will be \$9.64 per hour.
2. Ms. VanTilburg will be required to work on an as needed basis.
3. Employment to commence on Monday, October 7, 2013.
4. Ms. VanTilburg will not receive health insurance, vacation days or holiday pay.

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

Adopted this
3rd day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

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

cc: Deborah VanTilburg
Deputy County Auditor – Lori Yahl

IN THE MATTER OF AUTHORIZING THE VICE PRESIDENT OF THE BOARD TO EXECUTE THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT FORMULA ALLOCATION PROGRAM GRANT AGREEMENT FOR FISCAL YEAR 2013.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 3rd day of October, 2013.

Commissioner Spencer moved the adoption of the following:
RESOLUTION

WHEREAS, the Board of County Commissioners adopted Resolution No. 13-243 on May 23, 2013, authorizing the submittal of a grant application to the Ohio Department Services Agency, in the amount of \$102,000 in Community Development Block Grant (CDBG) Community Development Allocation funds and \$300,000 in 2013 CDBG Neighborhood Revitalization Grant fund for year 2013 on behalf of the Village of Waynesfield; and,

WHEREAS, the Board has received notice from the Ohio Department Services Agency that its funding request has been approved for the following projects:

City of St. Marys, Kiwanis Park	\$30,800.00
City of Wapakoneta, Gibbs St. Sidewalk Improvement	\$30,800.00
Village of Waynesfield, CDBG Allocation NRG Public Utilities	\$20,000.00
Administration – CDBG Allocation	\$16,400.00
Fair Housing Program	\$4,000.00
Village of Waynesfield, NRG	\$300,000.00
Administration – NRG	\$30,000.00

and,

WHEREAS, the Ohio Department Services Agency has provided the Board with the grant agreement for the execution by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the Vice President of the Board, John N. Bergman, to execute the County's Small Cities Community Development Block Grant Formula Allocation Program Grant Agreement for F.Y. 2013.

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

Adopted this
3rd day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Attachment

- ✓Cc: Ohio Department Services Agency
- ✓Poggemeyer Design Group – Gayle Flaczynski
- ✓Fanning Howey Engineering Group – Craig Mescher
- ✓City of St. Marys
- ✓City of Wapakoneta
- ✓Village of Waynesfield

STATE OF OHIO
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY DEVELOPMENT GRANT PROGRAM
CFDA No. 14.228

GRANT AGREEMENT

F.T.I. Number: 346400073

Grant Number: B-F-13-1AF-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, 2013 and ending October 31, 2015 (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 \$402,000.00 ("Grant Funds"), for the sole and express purpose of providing for the performance of the Community Development Grant Program (CDBG), and shall undertake the Project(s) as listed in Attachment A, "Scope of Work," which is attached hereto and made a part hereof. 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. 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 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 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 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 Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to Grantee of 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 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 Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. 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 maintain for at least five years from the final close out of 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 (3) 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. The Grant Funds shall be audited according to the requirements of the Office of Management and Budget (OMB) Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition:

- a. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to Grantor's Audit Office:
 - i. The opinion on the financial statements is other than unqualified.
 - ii. The report identifies a material instance of noncompliance.
 - iii. The report identifies a reportable condition or material weakness in internal controls.
 - iv. The report contains a schedule of findings and questioned costs applicable to an OCD-awarded grant.
 - v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
 - vi. The report contains an uncorrected significant finding from a prior related audit.
- b. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to Grantor's Audit Office.
- c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations. The Supplement is published annually by OMB as is made available at http://www.whitehouse.gov/omb/financial_fin_single_audit.
- d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

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, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. 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 race, religion, color, sex, national origin, disability, age, military status or ancestry. 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 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:
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.
 4. 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 17 of this Agreement.

18. Effects of Termination. Within 60 days after termination of 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 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.

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 Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under 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 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.

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 affirmatively covenants 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 one hundred eighty (180) days.

25. Public Records. Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

26. Miscellaneous.

- a. Governing Law. 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 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 Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement. 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 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 Agreement.
- d. Severability. Whenever possible, each provision of Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of 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 Submission. Requests for amendment or modification of 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 the 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 Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.
- i. **Assignment.** Neither 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 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~~

John N. Bergman, Vice President

By: John N Bergman

Printed Name: John N. Bergman

Title: Vice President

Date: 10 3-2013

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

FY'2013 COMMUNITY DEVELOPMENT PROGRAM
 ATTACHMENT A - SCOPE OF WORK AND BUDGET
 PREPARED BY THE OFFICE OF COMMUNITY DEVELOPMENT

I. GENERAL DATA

Grantee.....:	AUGLAIZE CNTY	Total Grant Award.....:	\$ 402,000
Grant Number.....:	B-F-13-IAF-1	CD Allocation Amount.....:	\$ 102,000
Vendor I.D. No.....:	0000104153	Total Competitive Award...:	\$ 300,000
Application Prepared:	Dianne L. Guenther	Administrative Agency.....:	Auglaize County Commissioners
Community CEO.....:	Don Regula	Administrative Contact....:	Michael Hensley
CEO Title.....:	President	Title.....:	County Administrator
Address.....:	209 S. Blackhoof Street, Room 201 Wapakoneta, OH 45895-1972	Address.....:	209 S. Blackhoof Street, Room 201 Wapakoneta, OH 45895-1972
Phone Number.....:	419-739-6710	Contact Phone Number.....:	419-739-6710
FAX Number.....:	419-739-6711	Contact FAX Number.....:	419-739-6711
County.....:	Auglaize	% of CDBG for LMI Benefit:	88.33 %
Field Area/Rep.....:	C -	% of CDBG for Public Serv:	0.00 %
Local Program Income:	\$ 0	% of CDBG for Admin/FH...:	12.53 %
Included in the Budget			
Ohio House Dist/Rep.:	82 - Tony Burkley 84 - Jim Buchy	Senate District.....:	01 - Cliff Hite 12 - Keith Faber

II. PROJECT DESCRIPTION

App Nbr/Type.: 001/ Neighborhood Revitalization

Auglaize County will assist the Village of Waynesfield with improvements to multiple public facilities, including streets, sidewalks, water, stormwater, parks & recreation facilities, and the demolition of one dilapidated structure. The project will benefit 787 individuals, 54.6% of whom are LMI. The project will leverage \$1,405,000 in other funds.

III. PROGRAM DATA

Project Nbr(Activity Nbrs)	Location	Target Area	Longitude/	Latitude	Beneficiaries	LMI Percent	National Objective
-----	-----	-----	-----	-----	-----	-----	-----
01 / Activity Nbr - 1	City of St. Marys		-84.376891/	40.540884	770	61.69%	LOW/MOD.
02 / Activity Nbr - 2	City of Wapakoneta		-84.189629/	40.564995	62	85.48%	LOW/MOD.
03 / Activity Nbrs - 3 to 9	Village of Waynesfield		-83.976382/	40.597438	787	54.64%	LOW/MOD.
04 / Activity Nbr - 10	Fair Housing				45,501	36.60%	-----
Total Beneficiaries:					47,120		

FY'2013 COMMUNITY DEVELOPMENT PROGRAM
 ATTACHMENT A - SCOPE OF WORK AND BUDGET
 PREPARED BY THE OFFICE OF COMMUNITY DEVELOPMENT

Grantee.....: AUGLAIZE CNTY

Grant Number.....: B-F-13-1AF-1

IV. PROGRAM BUDGET

Project Nbr	Activity Number/Name	CDBG Funds	Other Funds Amount	Source	Total Activity Cost	Activity Qualified	Activity Purpose
01	01. Parks & Rec. Facilities	\$ 30,800	\$ 2,153	City	\$ 32,953	Census	Public Fac.
02	02. Sidewalk Improvements	\$ 30,800	\$ 4,400	City	\$ 35,200	Survey	Public Fac.
03	03. Parks & Rec. Facilities	\$ 10,000	\$ 13,100	Village/Private	\$ 23,100	Census	Public Fac.
	04. Public Utilities	\$ 20,000	\$ 0		\$ 20,000	Census	Public Fac.
	05. Street Improvements	\$ 109,000	\$ 618,600	ODOT/OPWC/Village	\$ 727,600	Census	Public Fac.
	06. Sidewalk Improvements	\$ 20,000	\$ 334,300	ODOT/OPWC	\$ 354,300	Census	Public Fac.
	07. Flood & Drainage Fac.	\$ 25,000	\$ 264,900	ODOT/OPWC/Village	\$ 289,900	Census	Public Fac.
	08. Demolition/Clearance	\$ 41,000	\$ 0		\$ 41,000	S/B	Public Fac.
	09. Water Fac. Improvements	\$ 65,000	\$ 154,100	OPWC/Village	\$ 219,100	Census	Public Fac.
Project 03 Subtotal:		\$ 290,000	\$ 1,385,000		\$ 1,675,000		
04	10. Fair Housing Program	\$ 4,000	\$ 0		\$ 4,000	-----	Fair Housing
	11. General Administration	\$ 46,400	\$ 0		\$ 46,400	-----	Plan/Admin.
Project 04 Subtotal:		\$ 50,400	\$ 0		\$ 50,400		
Grant Total:		\$ 402,000	\$ 1,391,553		\$ 1,793,553		

V. CDBG CENSUS TRACTS

Project Nbr(Activity Nbrs)	Location	Census Tract Number	Percent Benefitting	Block Groups	Activity Qualified
01/ Activity Nbr - 01	City of St. Marys	0406.00	18.87%		Census
02/ Activity Nbr - 02	City of Wapakoneta	0403.00	1.69%	03	Survey
03/ Activity Nbrs - 03 to 09	Village of Waynesfield	0401.00	19.75%	03	Census

VI. PROGRAM OUTCOMES

Activity Number/Name	Location	Outcomes
01. Parks & Rec. Facilities	City of St. Marys	Provides New Access Measureable: 1.00 Items of Equip. Installed/Repaired The funds will be used to install 1 playground structure safety padding at the Kiwanis Park.
02. Sidewalk Improvements	City of Wapakoneta	Provides Improved Access Measureable: 1,460.00 Linear Feet Funds will be used to replace 1,460 LF of sidewalk along Gibbs Street.

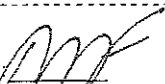
FY 2013 COMMUNITY DEVELOPMENT PROGRAM
 ATTACHMENT A - SCOPE OF WORK AND BUDGET
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Grantee.....: AUGLAIZE CNTY

Grant Number.....: B-F-13-1AF-1

VI. PROGRAM OUTCOMES CONTINUED

Activity Number/Name	Location	Outcomes
-----	-----	-----
03. Parks & Rec. Facilities	Village of Waynesfield	Provides New Access Measureable: 550.00 Ln. Ft. of Walkway Funds will be used to install 550 LF of walkway to connect parking lots with park facilities.
04. Public Utilities	Village of Waynesfield	Provides Improved Access Measureable: 4.00 Utility Poles/Lines Relocated Funds will be used to relocate 4 utility poles, providing a safer pedestrian walking area along Westminster Street.
05. Street Improvements	Village of Waynesfield	Provides Improved Access Measureable: 1,600.00 Linear Feet The funds will be used to replace 1,600 LF of roadway along North Westminster Street.
06. Sidewalk Improvements	Village of Waynesfield	Provides Improved Access Measureable: 2,500.00 Linear Feet 3,875.00 Linear Feet of Curbs 22.00 Curbcuts Installed Funds will be used to replace 2,500 LF of sidewalk, 3,875 LF of curbs, and 22 Curbcuts along North Westminster Street.
07. Flood & Drainage Fac.	Village of Waynesfield	Provides Improved Access Measureable: 2,000.00 Linear Feet 14.00 Culverts/Catch Basins Installed Funds will be used to install 2,000 LF of storm sewer line and 14 catch basins along North Westminster Street.
08. Demolition/Clearance	Village of Waynesfield	Provides Improved Access Measureable: 1.00 Structures Demolished Funds will be used to demolish 1 dilapidated structure.
09. Water Fac. Improvements	Village of Waynesfield	Provides Improved Access Measureable: 2,200.00 Linear Feet 39.00 Water Valves Installed 6.00 Fire Hydrants Installed Funds will be used to install 2,200 LF of waterline, 39 water valves, and 6 fire hydrants along North Westminster Street.
10. Fair Housing Program	Fair Housing	Measureable: 1.00 Standard Fair Housing Program Funds will be used to conduct 1 Standard Fair Housing Program

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COMMUNITY DEVELOPMENT 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. 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 the Grantor.

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
- 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 funds.

Grantee shall:

- a. appoint one 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 of local contact and consultant/agency, if applicable, along with addresses and phone numbers 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; identify any changes needed to correct or overcome impediments identified in governmental policies, real estate and lending institutions, zoning restrictions, etc.; 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 all fair housing concerns and problems and for analyzing the local efforts in mitigating or remedying problems. At a minimum, the analysis and action undertaken 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, each Grantee shall conduct training activities and provide education materials to residents of project/activity areas, or targeted protected populations, in which CDBG or HOME Investment Partnerships Program activities are planned to be undertaken. Additionally, each Grantee shall 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 (posters, brochures, or materials) quarterly throughout the grant period to a minimum of ten public events, agencies or organizations (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 will be printed in this information or materials. A list of the places and distribution dates, and estimated quantities and types of material distributed shall be maintained. This includes the following:
- Distribute fair housing information to all housing activity applicants and program participants including tenant based rental assistance applicants/participants. Information must include information related to potential discriminatory actions related to lending, insurance, and real estate practices including abusive or unfair lending practices.
 - Provide owners of rental properties receiving assistance fair housing and tenant landlord training and/or information.
 - Homebuyer educational or counseling activities must include information related to potential discriminatory actions related to lending, insurance, and real estate practices including abusive or unfair lending practices.
- f. submit the Affirmative Fair Housing Marketing (AFHM) plans and affirmative marketing procedures for all CDBG- and HOME-assisted housing sale or rental projects containing five or more units to OCD Civil Rights Specialist. Grantees developing five or more units for sale or rental must submit an affirmative marketing plan for review.

5. Program Income. Any program income resulting from expenditures of CDBG funds must be expended in accordance with the OCD Program Income Policy, incorporated by reference herein.

6. Project Completion Requirements. All projects, as identified in Attachment A of this Agreement, must be completed, i.e., work finished, by **August 31, 2015**. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **August 31, 2015**.

7. Drawdown Requests. All Request for Payment and Status of Funds Reports from Grantee for the Grant Funds under this Agreement must be received by Grantor by September 30, 2015.

8. Closeout Requirements.

- a. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantor by October 31, 2015.
- b. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.

9. Job Documentation. CDBG-funded activities that result in the creation or retention of jobs must obtain appropriate documentation from the assisted business(s) as follows: The business may utilize the Workforce Investment Act (WIA) Program to obtain a certification from that agency that a minimum of 51% of the jobs created were for persons of low- and moderate- income households.

If WIA is not utilized, the business must maintain the following data on each employee hired and each individual interviewed for a job:

1. Name and address of the person;
2. Household size of the person; and
3. Household income of the person (this should be done as an over/below answer relating to the median family income for each family size).

This information, in either form, must be available in the sponsoring community's program file as proof that the CDBG National Objective was met.

10. 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, current 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);
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.

11. Housing Rehabilitation Activities. Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD's current 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 activities must meet the definition of "emergency" as included in Grantor's Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the RRS.

12. Project Specific Conditions. Federal prevailing wages will apply for construction contracts that exceed \$2000. Contact OCD's Prevailing Wage Coordinator at (614) 466-2285 for a copy of the latest federal wage rates or obtain them from the web site www.wdol.gov.

13. Special Condition on Lead Based Paint.

- a. The Special Condition applies only to units that undergo rehabilitation with HUD funds where the average 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 25.1350. For activities that are covered by this Special Condition, the Grantee shall:
 - b. 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.
 - c. Use only lead-safe renovators who have completed the *Addressing Lead-Based Paint Hazards During Renovation, Remodeling, and Rehabilitation in Federally Owned and Assisted Housing* program at a training provider approved by ODH.
 - a. 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.
 - b. 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 the Grantee, and furnish such information to Grantor personnel upon request.
 - c. 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.

- d. 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 the 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.
- e. Have work specifications prepared by persons who have, at a minimum, successfully completed the one-day 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.
- f. Specify in the work specifications 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.
- g. 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 the 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 *Addressing Lead-Based Paint Hazards During Renovation, Remodeling, and Rehabilitation in Federally Owned and Assisted Housing* 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 the 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 the 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 U.S. EPA as set forth in 40 CFR 745.227.
 - 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

- h. In carrying out this agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the 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.
- i. Grantee will incorporate the foregoing requirements of Section j in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

14. 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. Information on registration is available at www.sam.gov.

15. Special Conditions

- a. When federal funds are awarded for a project involving the acquisition of real property, including permanent easements, and the subject property is required for implementation of the project (a non-voluntary acquisition), procedures outlined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) must be followed. Refer to Chapter 5 of HUD Handbook 1378 titled Tenant Assistance, Relocation and Real property Acquisition Operating Manual for guidance.

Donations must be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). For guidance, refer to Section 5-8 of the HUD Handbook 1378 titled Tenant Assistance, Relocation, and Real Property Acquisition Operating Manual.

OCD URA Forms are located at:
<http://development.ohio.gov/Community/ohcp/Forms.htm>

- b. Grantees will be required to submit an Environmental Review Request for Release of Funds (RROF) by **February 15, 2014** for all FY 2013 Community Development Block Grant (CDBG) Community Development Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantees failing to meet the February 15, 2014 deadline will be notified in writing. Failure to meet the February 15, 2014 deadline may reduce the grantee's likelihood of approval of extension or amendment requests for the subject grant agreement. Failure to meet the February 15, 2014 deadline will also affect the grantee's administrative capacity rating, which may impact the grantee's ability to apply successfully for competitive OCD-funded programs.

- c. The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the FY 2013 Community Development Program application. The grantee is reminded it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OCD's approval of the grantee's waiver request.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT C

REQUIRED REPORTS

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 beginning six months after the effective date of this Agreement.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in OMB Circular A 133 and the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The OCD Financial Management Rules and Regulations Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_fiscalforms.htm
4. Grantee shall retain all records, receipts, etc., for a period of five 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."
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT D

GRANTEE ASSURANCES AND CERTIFICATIONS

The following assurances will be contained in this Agreement between the State of Ohio, Development Services Agency and Grantee.

Grantee hereby assures and certifies that:

1. It possesses legal authority to apply for and accept the grant, and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing and acceptance of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. It has facilitated or will facilitate citizen participation by:
 - a. Providing adequate notices for two public hearings ten days in advance of the hearing;
 - b. Holding two hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application. The first hearing must present all State CDBG programs and allow citizen input, while the second hearing must be held to discuss specific application proposals that the community intends to submit (the community need only hold the first hearing once annually to discuss the current fiscal year CDBG programs);
 - c. Providing for citizen participation by holding one public hearing when considering amendments to the community development program; and
 - d. It is following a detailed citizen participation plan which:
 - i. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which section 106 funds are proposed to be used, and in the case of a grantee described in section 106(a), provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
 - ii. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - iii. Provides for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;

- iv. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
- v. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
- vi. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.

4. Its chief executive officer or other officer of applicant approved by the state:

- a. Consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570 and to the Ohio Small Cities CDBG Program; and
- b. Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

5. The Community Development Program has been developed so as to give maximum feasible priority to activities, which will benefit low- and moderate-income families or aid in the elimination of slums or blight.

The requirement for this certification will not preclude the State from approving an application where the applicant certifies, and the State determines, that all or part of the community development activities are designed to meet other community development needs having a particular urgency as specifically explained by the applicant in accordance with 24 CFR 570.483(d).

6. It will comply with the regulations, policies, guidelines and requirements of the "Common Rule" 24 CFR Part 85, and Federal Management Circular A-87 and OMB Circular A-133 as they relate to the application, acceptance, and use of Federal funds under this part.

7. It will comply with:

- a. Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.487, and State law and regulations regarding the administration and enforcement of labor standards;
- b. The Provisions of the Davis-Bacon Act (46 U.S.C. 3141-3148) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);

- c. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701-3708, that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and
- d. The Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

8. It will comply with all requirements imposed by HUD and the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with 24 CFR Part 85.

9. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

10. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1972, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

11. It will comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-7 - 2000d-7), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. These regulations are codified at 24 CFR Part 1.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance will obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

- b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended by the Fair Housing Amendments Act of 1988 (Pub. L. 100-430, 102 Stat. 1619) administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. Implementing regulations appear as 24 CFR Part 100 - 155.
- c. Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968.

- d. Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d) and 42 U.S.C. 5309), as amended, and the regulations issued pursuant thereto (24 CFR Part 6), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.
- e. Executive Order 11063 as amended by Executive Order 12259 to take all action necessary and appropriate to provide equal opportunity and nondiscrimination in the sale, leasing, rental, or other disposition of residential property and related facilities provided in whole or in part by Federal Assistance. Implementing regulations are codified at 24 CFR Part 107.
- f. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal and Federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, promotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- g. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that no otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. Implementing regulations are codified at 24 CFR Part 8 and 9.
- h. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157; 24 CFR Part 40) requirements for accessibility by physically handicapped persons.
- i. The Age Discrimination Act of 1975 (42 U.S.C. 6101) that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities receiving Federal financial assistance. Implementing regulations are codified at 24 CFR Part 146.

12. It will comply with Section III of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Implementing regulations are codified at 24 CFR Part 135.

13. It will:

- a. To the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with Sections 303 and 304 of Title III, and implementing instructions of 49 CFR Part 24; and
- b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and

- c. Adopt, make public and certify that it is following a Residential Antidisplacement and Relocation Assistance Plan as described in 24 CFR Part 42.

14. It will:

- a. Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42;
- b. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act, as amended, and implementing instructions of 49 CFR Part 24 and 24 CFR Part 42 to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair and consistent manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
- c. Assure that within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- d. Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations of 49 CFR Part 24 and 24 CFR Part 42.

15. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

16. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.

17. It will give the State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State and HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

19. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal assistance for construction or acquisition purposes for use in any area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

20. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- a. Consulting with State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
- b. Complying with all requirements established by the State and HUD to avoid or mitigate adverse effects upon such properties.

21. It will comply with:

- a. The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and 24 CFR Part 58;
- b. Executive Order 11988, Floodplain Management;
- c. Executive Order 11990, Protection of Wetlands;
- d. The Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.);
- e. The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661 et seq.);
- f. The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271);
- g. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. 300(f) et seq.);
- h. Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4831(b));
- i. The Clean Air Act of 1970, as amended (42 U.S.C. 7401 et seq.);
- j. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. 1251 et seq.);
- k. The Clean Water Act of 1977 (P.L. 95-217); and
- l. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (43 U.S.C. 6901 et seq.).

22. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in 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 which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

23. 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.

24. It will comply with the Energy Efficiency Requirements at 24 CFR 85.36(i)(13), which states HUD grantees and subgrantees must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). The act can be reviewed in its entirety at: <http://www.house.gov/legcoun/Comps/EPCA.pdf>.

25. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

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

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which section 106 funds are proposed to be used, and in the case of a grantee described in section 106(a), provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
 - b. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;
 - d. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
 - e. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - f. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.

4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 106 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, the grantee certified to the State it lacks sufficient funds received under Section 106 to comply with the requirements of clause (i);

5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act); and

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.