

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND AUGLAIZE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY TO PROVIDE FUNDING TO THE ACCSEA; AND RATIFYING THE EXECUTION OF THE MOU.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of September, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services has submitted a Memorandum of Understanding which is between Auglaize County Department of Job & Family Services (ACDJFS), 12 N. Wood St., Wapakoneta, OH and the Auglaize County Child Support Enforcement Agency (ACCSEA), 12 N. Wood St., Wapakoneta, OH for the purpose of the ACDJFS to provide funding to the ACCSEA; and,

WHEREAS, the Auglaize County DJFS will provide to the Auglaize County CSEA up to \$30,000.00 from DJFS Income Maintenance funding received in SFY16 to cover Child Support state match ceiling excess. This is an allowable transfer under OAC 5101:9-6-05.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the MOU for the Auglaize County DJFS to provide funding up to \$30,000.00 to the Auglaize County CSEA; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said memorandum of understanding.

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

Adopted this 20th day
of September, 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: Auglaize County Department
of Job & Family Services

IN THE MATTER OF AUTHORIZING ANNEXATION INTO THE UNIOPOLIS SEWER DISTRICT OF TWO SINGLE FAMILY HOME OWNERS AS REQUESTED BY REX / SHARON KNOCH AND MARK / CONNIE GOSSARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of September, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on 6th day of July, 1982 an agreement between the Board of Auglaize County Commissioners and Uniopolis Village was executed for the purpose of the Village of Uniopolis being assisted on a continuing basis in the supervision of their sanitary sewerage facilities by personnel from the Auglaize County Sanitary Engineering Department; and,

WHEREAS, on 5th day of November, 2013 by an affirmative vote of the majority for the Village of the corporate powers of such village ceased; and,

WHEREAS, on September 9, 2014 the warranty deed was recorded in OR Book 645 Pages 2513 -2517 for the following parcels of real property situated in Union Township, Auglaize County, Ohio, more particularly described below defining the "Uniopolis Sewer District":

PARCEL ONE – Being all of the fraction Five (5) of the Shaw, Bechdolt, Caseldine and Parlette Subdivision and part of the northwest quarter of the southwest quarter of Section 17, T-3-S, R-7-E, Union Township, Auglaize County, Ohio and more particularly describing as follows:

Beginning at the Northeast Corner of said Fraction Five (5); then South with the East line of said Fraction Five (5) and the West right-of-way line of the D.T. & I Railroad, 914 feet to the south line of the Northwest quarter of the Southwest quarter of Section 17 also being the North Corporation line of the Village of Uniopolis, Ohio; then West with the South line of the Northwest quarter of the Southwest Quarter of Section 17, also being the said North Corporation, 723 feet to the centerline of S.R. 65 (Uniopolis-Lima Road); thence Northwesterly with said centerline, 494 feet to the south line of Lot No. 1 of the Shaw, Bechdolt, Caseldine, and Parlette Subdivision extended; thence East with said South line 296.6 feet to the Southwest corner of said Lot No. 1; then North with the East line of Lots 1, 2, 3 & 4 in said Shaw, Bechdolt, Caseldine and Parlette Subdivision, 423.5 feet to the Northwest corner of Fraction Five (5) of said Shaw, Bechdolt, Caseldine and Parlette Subdivision; thence East with the North line of said Fraction Five (5), 501 feet to the PLACE OF BEGINNING containing 13.4 Acres more or less and subject to all legal highways and other easements of record. Volume No. 2046, Page 651,

PARCEL TWO – Inlot Number 34 in the Village of Uniopolis, County of Auglaize, State of Ohio. Parcel No. L35-001-038-00; L35-001-039-00 commonly known as 39 N. Main Street, Uniopolis, Ohio 45888. Prior Instrument Reference No. 2001000004726 OR Book 595 Page 892.

PARCEL THREE – Inlots No. thirteen (13) and fourteen (14) in the original plat of said Village of Uniopolis, Auglaize County, Ohio; and,

WHEREAS, a request was submitted by Rex and Sharon Knoch deed reference OR662-1297 containing 2.75 acre parcel and Mark and Connie Gossard deed reference OR 646-1781 containing 1.158 acre parcel for the annexation of their single family homes into the Uniopolis Sewer District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Auglaize County, Ohio:

Section 1: For the purpose of promoting and preserving the public health and welfare and to provide sewer service to additional residents of the County, the Uniopolis Sewer District, is hereby enlarged and expanded by the addition of the following territory:

Rex and Sharon Knoch deed reference OR 662-1297 containing 2.75 acre parcel;
Mark and Connie Gossard deed reference OR 646-1781 containing 1.158 acre parcel.

Section 2: All costs for installing and maintaining individual sewage grinder pumps with a 2" force main shall be at the owner's expense, to bring the sewage into the existing system;

Section 3: The owners shall be responsible for any and all quarterly sewer fees charged to them as a residence within the sewer district as established by the Auglaize County Commissioners.

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

Adopted this
20th day of
September, 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: Auglaize County Sanitary Engineer
- Property Owners: Rex and Sharon Knoch
- Mark and Connie Gossard
- Union Township – Fiscal Officer

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH AUTOAGENT DATA SOLUTIONS, LLC
FOR THE AUGLAIZE COUNTY TREASURER; AND AUTHORIZING THE PRESIDENT OF SAID BOARD
TO EXECUTE THE AGREEMENT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of September, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Treasurer, April Bowersock, presented an Agreement between Auglaize County, Ohio ("Payer") and Autoagent Data Solutions, LLC (hereinafter, "Autoagent") to the Board of County Commissioners for its consideration. Autoagent shall provide computer usage of its Autoagent software and related systems and services to the Auglaize County; and,

WHEREAS, there are no fees due and payable by Auglaize County, as the fee associated with the use of the software is set to an agreed upon between Autoagent and each third party payer group; and,

WHEREAS, this agreement shall be in effect for a one (1) year from the date of its acceptance by the County, and shall be renewed automatically for successive one year terms thereafter, subject to the right of either party to terminate anytime during the term (initial term or as extended thereafter) by providing the other party written notice of the desire to terminate at least thirty (30) days prior to the intended date of termination.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the agreement as presented by Autoagent Data Solutions, LLC; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the President to execute the agreement between Auglaize County, Ohio and Autoagent Data Solutions, LLC.

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

Adopted this
20th day of
September, 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: Treasurer – April Bowersock
Autoagent Data Solutions, LLC



Autoagent Data Solutions, LLC
3497 Pine Haven Circle
Boca Raton, FL 33431
T: 877-932-8478

AGREEMENT

This AGREEMENT is made and entered into as of 9/1/2016, by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), a Florida corporation, maintaining its principal place of business at 3497 Pine Haven Circle, Boca Raton, FL 33431, and **Auglaize County, OH** (hereinafter, "the Tax Collector"), a Government Agency maintaining its principal place of business at **209 S. Blackhoof Street, PO Box 56, Wapakoneta, Ohio 45895**.

1. **TERM:** This agreement shall be in effect for a period of one (1) year from the date of its acceptance by Tax Collector, and shall be renewed automatically for successive one year terms thereafter, subject to the right of either party to terminate anytime during the term (initial term or as extended thereafter) by providing the other party written notice of the desire to terminate at least thirty (30) days prior to the intended date of termination.
2. **COMPUTER OPERATIONS:** Autoagent will provide computer usage of its Autoagent software and related systems and services to the Tax Collector. There is no fee to be paid to Autoagent from the Tax Collector associated with the usage of the aforementioned software or any services related to the use of this software. The fees are paid by the end users of the software ("Payers"). These users are third party companies that are interested in paying escrow or bulk real estate taxes electronically using Autoagent software. The computer software will be available 7 days a week, 24 hours a day except time for scheduled maintenance.
3. **FEE PAID BY PAYERS:** The fee associated with the use of the software is set to an agreed upon per parcel fee ("Fee"). The fee is arranged between Autoagent and each payer group and is paid by the payers in its entirety.
4. **INDEMNITY:** Autoagent agrees to indemnify and hold harmless the Tax Collector against loss or threatened loss or expense by reason of the liability or potential liability of the Tax Collector for or arising out of any claims for damages related to the use of Autoagent's software and business practices.
5. **PROGRAMMING:** Autoagent will provide programming services as needed to meet the requirements of the Tax Collector in accordance with the business rules and regulations that the Tax Collector operates under in terms of collecting escrow real estate taxes. Autoagent shall have no access to any computer hardware of the Tax Collector unless the Tax Collector provides limited access to Autoagent for the sole purpose of distributing data directly related to the operation of Autoagent's software. Autoagent shall employ all necessary professional practices and take all precautions to ensure that the Tax Collector's systems are intact and free of any harm.
6. **IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT:** The fee payable to Autoagent from the Payers hereunder includes and shall cover all of the services set forth in this agreement and there will be no additional charges whatsoever to the Tax Collector for changes to the system required by programming errors or modifications or any incidental user support.
7. **NO PAYMENT:** The Tax Collector shall not be liable in case of no payment to Autoagent from a Payer. The collection of use fees from Payers is strictly between Autoagent and the Payer.
8. **MAINTENANCE AND HOSTING:** Autoagent agrees to pay for maintenance and hosting of all computer equipment related to the smooth and normal operation of Autoagent software. The Tax Collector shall not be responsible for any expenditures that Autoagent may incur in relation with the maintenance and hosting of Autoagent's application software.
9. **CONFIDENTIALITY:** Autoagent agrees that it will not disclose any proprietary information, real estate data, records, addresses or any data or information related to the Tax Collector to any unauthorized third party.



Autoagent Data Solutions, LLC
3497 Pine Haven Circle
Boca Raton, FL 33431
T: 877-932-8478

10. OWNERSHIP AND LICENSE: All of the software developed and compiled by Autoagent pursuant to this agreement shall be the property of Autoagent.

This Agreement shall be governed by the laws of the State of Ohio]:

ACCEPTANCE

For the Customer

Company: Auglaize County
Your Name: Don Regula, President
Signature: *Don Regula*
Date: September 20, 2016
Address: 209 S. Blackhoof St.
Room 201
Wapakoneta, OH 45895

For Autoagent

Company: Autoagent Data Solutions, LLC
Name: Niko Spyridonos
Signature: _____
Title: President
Date: _____
Address: 3497 Pine Haven Circle
Boca Raton, FL 33431

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM
GRANT AGREEMENT FOR PROGRAM YEAR 2016.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of September, 2016.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners adopted Resolution No. #16-216 on June 7, 2016, authorizing the submittal of a grant application to the Ohio Department Services Agency, in the amount of \$113,000 in Community Development Block Grant (CDBG) Community Development Allocation funds; 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 Wapakoneta Maple Street	
1. Flood & Drainage Facilities	\$18,400.00
2. Sidewalk Improvements	\$59,000.00
Administration	\$18,600.00
Fair Housing Program	\$ 4,000.00
Moulton Twp Public Rehabilitation – Neighborhood Facility/Community Ctr	\$13,000.00

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 President of the Board, Don Regula, to execute the County's State Community Development Block Grant (CDBG) Allocation Program Grant Agreement for P.Y. 2016.

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

Adopted this
20th day of
September, 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

Attachment

- ✓ cc: Ohio Department Services Agency
- ✓ Poggemeyer Design Group – Gayle Flaczynski
- ✓ City of Wapakoneta
- ✓ Moulton Township

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

GRANT AGREEMENT

F.T.I. Number: 346400073

Grant Number: B-F-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 February 28, 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 \$113,000.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the Community Development 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.

18. 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.

19. 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.

20. 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 the 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

- e. **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.
- f. **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.
- g. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- h. **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.
- i. **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.
- j. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- k. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- l. **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

Date: Auglaize County Bd of Commissioners
September 20, 2016

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

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

I. GENERAL DATA

Grantee :	Auglaize County Commissioners	Grant Number :	B-F-16-1AF-1
Vendor I.D.No :	0000104153	Total Grant Award :	\$ 113,000
Application Submitter :	Esther Leffel	Administrative Agency :	Auglaize County Commissioners
Community CEO :	Don Regula	Administrative Contact :	Esther Leffel
CEO Title :	Chief Executive Officer	Title :	Utility Clerk
Address :	209 S Blackhoof St Wapakoneta, OH 45895	Address :	209 S Blackhoof St, Room 201 Wapakoneta, OH 45895
Phone Number :	(419) 739-6710	Admin Phone Number :	(419) 739-6710
Fax Number :		Admin Fax Number :	
Email Address :	dregula@auglaizecounty.org	Admin Email Address:	eleffel@auglaizecounty.org
County :	Auglaize	% of Grant for Admin/FH :	20.00 %
Field Area / Rep :	Joshua Roth	% of Project \$ - LMI Benefit :	100.00 %
		% of Project \$ - Public Serv :	0.00 %
Ohio House Dist/Rep :	82 - Tony Burkley 84 - Jim Buchy	Senate District :	1 - Cliff Hite 12 - Keith Faber

II. GRANT DEADLINES

Award Date : 9/1/2016	Work Completion Date : 12/31/2017	Draw Date : 1/31/2018	Grant Completion Date : 2/28/2018
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III. PROJECT DESCRIPTION

Auglaize County will use its Allocation funds to assist two communities with Public Facilities projects. In the City of Wapakoneta, funds will be used to replace 1,850 linear feet of sidewalks, 363 linear feet of driveway approaches, six catch basins, and two manholes along Maple Street. An income survey determined that the service area is 100% LMI, and the project will improve public health and safety for residents in the neighborhood. In Moulton Township, funds will be used to install an ADA-compliant door at the township hall, and all elderly and disabled residents of Moulton Township will benefit from the project. Auglaize County will also administer a Standard Fair Housing Program and use funds for general administration.

OFFICE OF COMMUNITY DEVELOPMENT
2016 COMMUNITY DEVELOPMENT PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET

Grantee : Auglaize County Commissioners

Grant Number : B-F-16-1AF-1

IV. LEVERAGED FUNDS

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Grant Funds	\$ 113,000				
Total	\$ 113,000				

V. AWARDED PROGRAM BUDGET

Project Category / Activity Name	Total Cost	CDBG Allocation	Other Funds Amount - Source
1-City of Wapakoneta Maple Street			
1-Flood & Drainage Facilities	\$ 18,400	\$ 18,400	\$ 0
2-Sidewalk Improvements	\$ 59,000	\$ 59,000	\$ 0
1-City of Wapakoneta Maple Street Subtotal	\$ 77,400	\$ 77,400	\$ 0
2-Admin / Fair Housing / Planning			
1-Fair Housing Program	\$ 4,000	\$ 4,000	\$ 0
2-General Admin	\$ 18,600	\$ 18,600	\$ 0
2-Admin / Fair Housing / Planning Subtotal	\$ 22,600	\$ 22,600	\$ 0
3-Moulton Twp Public Rehabilitation			
1-Neighb. Fac / Community Ctr	\$ 13,000	\$ 13,000	\$ 0
Total Awarded	\$ 113,000	\$ 113,000	\$ 0

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

Grantee : Auglaize County Commissioners

Grant Number : B-F-16-1AF-1

VI. PROGRAM DATA

Project Name	Beneficiaries	LMI Percent	National Objective
1-City of Wapakoneta Maple Street	47	100.00 %	Area Wide Benefit (LMA)
3-Moulton Twp Public Rehabilitation	195	100.00 %	Limited Clientele (LMC)
Total Beneficiaries	242		

VII. SERVICE AREA

Project Name	Census Tract Number /Benefiting Jurisdiction	Block Group Number	Activity Qualified
1-City of Wapakoneta Maple Street	0403.00	3	Survey
3-Moulton Twp Public Rehabilitation	Moulton Township	ALL	Limited Clientele (LMC)

VIII. PROGRAM OUTCOMES

Project Name/ActivityName	Units	Outcomes
1-City of Wapakoneta Maple Street		
1-Flood & Drainage Facilities	6.00	Culverts / Catch Basins Installed
	2.00	Manholes Installed
2-Sidewalk Improvements	2213.00	Linear Feet
2-Admin / Fair Housing / Planning		
1-Fair Housing Program	1.00	Standard Fair Housing Program
3-Moulton Twp Public Rehabilitation		
1-Neighb. Fac / Community Ctr	Presumed Class :	Severely Disabled Adults
	1.00	Buildings Rehabbed / Constructed

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_occup.htm
- b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_occup.htm. Additional information found in OCD 16-01 – Grant Operations and Financial Management Policy.
- c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.

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

Grantee shall:

- 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 Investment Partnerships Program 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 must 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. This includes 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) Provide fair housing and Ohio landlord-tenant law training and/or information to owners of rental properties receiving assistance.
- 3) Homebuyer education or counseling activities must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate.
- 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 the OCD Civil Rights Specialist. Grantees developing five or more units for sale or rent 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. Additional information found in OCD 15-04 – Program Income Policy.

6. **Project Completion Requirements.** All projects, as identified in Attachment A of this Agreement, must be completed, i.e., work finished, by **December 31, 2017**. 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 **December 31, 2017**.

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 **January 31, 2018**.

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 **February 28, 2018**.
- b. The Grantee is required to submit photographs of the completed project and a narrative that includes outcomes, beneficiaries, and a summary of the project's impact on the residents served with the Final Performance Report. OCD reserves the right to use these submissions for HUD and ODSA reporting.
- c. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.

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

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

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

- a. 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);
- b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor; or
- c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning one year before the date of the execution of the agreement with the demolition contractor.

10. **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.

1. **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.

11. **Revolving Loan Funds.** The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the 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.

12. **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.

13. **Special Conditions**

- a. Grantees will be required to submit an Environmental Review Certification or Request for Release of Funds (RROF) by **February 15, 2017** for all PY 2016 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, 2017 deadline will be notified in writing. Failure to meet the February 15, 2017 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, 2017 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.
- b. Any CDBG Critical Infrastructure Program Grant Funds must be expended on a pro-rata basis with other private and public funds committed to this project as described in Attachment A. Grantee must keep on file appropriate documentation of these expenditures to show compliance with this condition.
- c. If the Attachment A includes Critical Infrastructure, Neighborhood Revitalization or Downtown Revitalization Program funds, the Grantee must notify the Grantor of any changes or modifications to the financing package as identified in Attachment A of this Agreement. Modification to the financing structure may affect the grant award to the Grantee.

COMMUNITY DEVELOPMENT 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 http://development.ohio.gov/cs/cs_policynotices.htm.
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 DEVELOPMENT 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 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 non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
 - 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, 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).
6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE
SPECIAL SESSIONS OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of September, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

WHEREAS, the Board must set special sessions for the purpose of attending a meeting with Uniopolis, Waynesfield and St. Johns Fire Departments to discuss EMS services on Wednesday, September 21, 2016 from 6:30 p.m. – 7:30 p.m. at the Auglaize County Administration Building – Commissioners' Chambers, Wapakoneta, Ohio; and for attending the Auglaize County Township Association meeting on Wednesday, September 21, 2016 from 7:30 p.m. – 8:30 p.m. at the ESC Building, Wapakoneta, Ohio or until the conclusion of the meetings.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Wednesday, September 21, 2016 from 6:30 p.m. – 7:30 p.m. and does hereby set Wednesday, September 21, 2016 from 7:30 p.m. – 8:30 p.m. or until such time as the meeting is concluded at the location so named above as the date, time and place to convene special sessions for said Board for the purposes as set forth; and,

BE IT FURTHER RESOLVED that a copy of this Resolution to be provided to The Evening Leader, The Wapakoneta Daily News, The Lima News and The Daily Standard to ensure adequate public notice of these special sessions.

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

Adopted this
20th day of
September, 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: newspapers