

Subject: Grant Agreements – Approval – CDC

Mr. Hunter moved per the request of Matt Lamantia, Deputy Chief of CDC to approve the grant agreements for the following:

- Grant Number B-C-17-1BS-1
- Grant Number S-C-17-1BS-1
- Grant Number B-C-17-1BS-2



John R. Kasich, Governor David Goodman, Director

January 9, 2018

TO: Office of Community Development (OCD) Grant Recipient

FROM: Matt Lamantia, Deputy Chief, Office of Community Development

SUBJECT: Grant Agreements

Madison County
 Commissioners
 2018 JAN 16 AM 9:21

Enclosed please find two (2) unsigned copies of your organization's grant agreement. The Chief Executive Officer, Executive Director, or other designated authority must review this document carefully, then sign and return both copies to the Ohio Development Services Agency's (ODSA) Office of Community Development (OCD) within 10 working days. Upon receipt and subsequent execution of the grant agreements, one copy will be returned to the grantee.

Submit the signed documents, as outlined above, to Stephanie Miller, Ohio Development Services Agency, 77 South High Street, 26th Floor, P.O. Box 1001, Columbus, Ohio 43216-1001. No requests for funds will be processed for the enclosed grant until all the required documents are received, reviewed and processed by OCD.

Grantees must have one (1) Authorized Signature Card, one (1) Authorized Signature Certificate, and one (1) Grant Distribution Information Card on file with OCD before any drawdown can be processed. Grantees must also have a Request for Taxpayer Identification Number and Certification (W-9) Form on file with Ohio Shared Services: <http://ohio.sharedservices.ohio.gov/supplieroperations/forms.aspx>.

Grantees should contact Linda Cochran at (614) 466-2285 if they need to update the Authorized Signature Card (DS2) or Grant Distribution Information Card (DS3) currently on file with OCD. These forms can also be found online at http://development.ohio.gov/ces_tiscalforms.htm, under the Payment Distribution - Required Forms menu.

For all federal grants, OCD will issue a *Release of Funds* upon completion of appropriate *Environmental Review* procedures. Do not begin work on any portion of the project outlined in the grant agreement, whether funded with federal funds or other funds, until OCD has issued the *Release of Funds*. For more information about Environmental Review requirements, contact Cecilia Castillo at 614-644-8939.

Please note the new Program Activity Milestones (Attachment B) that must be achieved for committing and drawing funds as part of the HOME regulations.

Once the above conditions are satisfied, the grantee may begin to obligate and expend project funds.

ML/sm
Enclosures


77 South High Street 600 | 848 1300
 Columbus, Ohio 43216 U.S.A. www.development.ohio.gov

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Barrett Brothers TTY0288LD

- l. **Amendments or Modifications.** Other 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 amendments or modifications 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 expeditious and public utility 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 ODO 16-01 - Civil Operations and Financial Management Policy.
- f. **Access.** The use of any greater person shall be deemed to include all the other parties, and the use of any digital tools or web shall be deemed to include the printed, and vice versa, whenever the context so requires.
- g. **Meetings.** Section meetings contained in this Agreement are intended 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 subdelegated by either party without the prior express written consent of Grantor. Assignor information found in ODO 16-01 - Responsibility for Civil Administration.
- i. **Permissible Expenses.** If "travel expenses" as defined in Ohio Administrative Code Section 150.1402 of the Expense Rule, was a part of the Project and was eligible for reimbursement with Grant Funds, Grantor shall be authorized accordingly. Grantor agrees that it shall not be authorized and Grantor shall not pay any costs that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether permitted by the Grantor or Grantee or their respective employees or agents.
- j. **Notice of Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and run to the benefit of Grantor, 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 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 hereto executed this Grant Agreement to be executed by a duly authorized representative of the state of Ohio who has executed a written statement of the execution of this Agreement.

| | |
|---|--|
| GRANTEE: | GRANTOR: |
| Madison County Board of Commissioners | State of Ohio Development Services Agency |
| Mark Forest, President | DeWanda Givens, Director |
|  | By _____ |
| Printed Name: <u>Mark A. Forest</u> | Printed Name: _____ |
| The <u>DeWanda Givens</u> | Title: _____ |
| Date: <u>1-16-18</u> | Date: _____ |



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10. **APPLICABILITY REQUIREMENTS.** Only the portion of the building which does not require new project construction, and which is a portion of the existing building, shall be classified as "existing building" for the purposes of this section.

For Retail Projects

- a. Any new addition to the existing project is subject to the same rules and regulations as any new project.
- b. Any new addition to the existing project is subject to the same rules and regulations as any new project.
- c. Any new addition to the existing project is subject to the same rules and regulations as any new project.
- d. Any new addition to the existing project is subject to the same rules and regulations as any new project.
- e. Any new addition to the existing project is subject to the same rules and regulations as any new project.

For Non-retail Projects

- a. Any new addition to the existing project is subject to the same rules and regulations as any new project.

11. **PERMITS AND INSPECTIONS.** The applicant shall obtain all necessary permits and inspections from the appropriate local authority. The applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

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12. **PROTECTION OF PUBLIC UTILITIES.** The applicant shall be responsible for protecting all public utilities during the construction process.

13. **ADDITIONAL REQUIREMENTS AND REGULATIONS.** The applicant shall be responsible for complying with all additional requirements and regulations that may apply to the project.

14. **PLANNING COMMISSION OR BOARD OF ZONING OFFICER.** Any project that requires a rezoning or a change in zoning shall be subject to the review of the Planning Commission or Board of Zoning Officer.

All new construction shall be subject to the same rules and regulations as any new project.

A new project shall be subject to the same rules and regulations as any new project.

- 1. A new project shall be subject to the same rules and regulations as any new project.

- 2. A new project shall be subject to the same rules and regulations as any new project.

- 3. A new project shall be subject to the same rules and regulations as any new project.

15. **HOUSING DEVELOPMENT AND REPAIR ACTIVITIES.** Housing rehabilitation and repair activities shall be subject to the same rules and regulations as any new project.

Emergency home repair projects are defined as the presence of a health or safety hazard that requires immediate attention to protect the health and safety of the occupants.

16. **HOMEOWNERSHIP ACTIVITIES.** In accordance with the applicable rules and regulations, the applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

In accordance with the applicable rules and regulations, the applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

17. RESPONSIBILITIES AND WRITTEN AGREEMENTS.

- a. **Responsibilities.** The applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

- 1. **Accessibility.** The applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

- 2. **Project requirements.** The applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

- 3. **Neighborhood quality standard.** The applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

- 4. **Enforcement of the agreement.** The applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

- 5. **Executing a written agreement.** The applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

- 6. **Provision in written agreement.** The applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

- 1. **Use of the HOME funds.** The applicant shall be responsible for obtaining all necessary permits and inspections from the appropriate local authority.

- 2. **Availability.** A separate, stand-alone written agreement for each existing and new project shall be executed and signed by the County and the contractor. The availability requirements of § 6123.01 of the RCRA, as applicable, and any other applicable requirements of the County shall be included in the written agreement.
- 3. **Project Agreement.** The agreement shall require compliance with project requirements of RCRA 6123.01 subject to the County's Health, Environment, and Safety Department, as applicable to the project. In addition, the County's Environmental Protection Department shall be notified.
- 4. **Resolving quality issues.** The agreement shall require compliance with RCRA 6123.01 to include the County's compliance with applicable County Health, Environment, and Safety Department requirements for the duration of the agreement.
- 5. **Enforcement of the agreement.** The agreement shall provide for a process of enforcement by the County in the event of a violation of the agreement, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project. In addition, the agreement shall specify penalties for breach of the provisions of the agreement.
- 6. **Duration of the agreement.** The agreement shall specify that the agreement is to be in effect for the period of time specified in § 6123.01 of the RCRA.
- 7. **Prohibition of fees.** The agreement shall specify that contractors are prohibited from charging for any services, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project, except as provided in § 6123.01 of the RCRA.
- 8. **Other project requirements.** The agreement shall specify that the contractor shall comply with all other laws and regulations applicable to the project, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project.

14. **DISCLOSURE.** Contractor is responsible for the oversight and management of the day-to-day operations of the RCRA program, including the performance of all activities involving RCRA. The County shall ensure compliance with the requirements of this job, and the County shall provide appropriate resources to ensure that the contractor meets the performance of each contract.

15. **OTHER PROGRAM REQUIREMENTS.** The project shall comply with all applicable laws and regulations, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project.

16. **MANUAL CONTROL AND HEALTH CONTROL RESTRICTIONS.** As a condition of the contract, the contractor shall ensure compliance with the County's Health, Environment, and Safety Department, as applicable to the project, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project.

17. **SPECIAL CONDITIONS ON THE CONTRACT.** The project shall comply with all applicable laws and regulations, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project.

- 1. Distribute copies of the final project agreement and include a copy to the contractor of any work that is required by the RCRA 6123.01 and any other applicable requirements of the County.
- 2. The project shall comply with the County's Health, Environment, and Safety Department, as applicable to the project, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project.
- 3. Use the same techniques as are currently in use for the project, or use a licensed lead paint inspector or a licensed lead paint abatement contractor to determine the lead paint levels.
- 4. Maintain a file of information on appropriate quality control procedures for the project, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project.

- a. Maintain records in respect to the project for the needs of any required clearance certification for a minimum of three years after closure of the project and allow the County to inspect these records upon request at any time during the three year time period.
- 1. Have a Risk Assessment performed by a Licensed Risk Assessor on each job prior to installation, and submit a copy of the Risk Assessment report to the project file, which file shall be retained by the County for a period of three years after completion of the project, and which shall be made available for County inspection upon request at any time during the three year time period.
- 2. Have scope of work prepared by persons who have, at a minimum, successfully completed the County EPA Remediation, Design, and Field/Remediation and Remedial Investigation Program or the Licensed Lead Paint Risk Assessor Training or the Licensed Lead Paint Contractor Training provided by a trainer approved and listed by ODE.
- 3. Specify in the scope of work for projects involving lead with renovation work areas that is subject to a clearance certification. Groundwater protection or Vapor Protection Plan with the attached HLD package, including necessary protective measures for the contractor and the area(s) will be appropriately included from the rest of the work site.
- 4. Include the laboratory procedures in each contract for renovation, abatement, or paint repair in a lead-safe manner that is approved with HLD.
 - 1) That the contractor shall make available for inspection by the County, as well as the County's lead staff, during normal business hours any area that is subject to renovation, abatement, or paint repair in order to inspect the 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 workers and occupants.
 - 3) That the contractor:
 - a) Shall maintain all work site documentation of activities of all persons working on the project who have successfully completed the EPA Remediation, Design, and Field/Remediation and Remedial Investigation Program or the Licensed Lead Paint Risk Assessor Training or the Licensed Lead Paint Contractor Training provided by a trainer approved and listed by ODE.
 - b) Shall provide such documentation to the County personnel upon request.
 - 4) That the contractor shall maintain an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with RCRA 6123.01 to 6123.02 and the HLD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing and who shall be used for the project.
 - 5) That the contractor will not pay for renovation, remodeling, or paint repair work done in a non-lead-safe manner.
 - 6) That each HLD certified unit that is subject to lead-based renovation must pass a clearance certification. Clearance must be achieved using the methods and standards prescribed by ODE, 3751-10-02.
 - 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of environmental samples.

22. **PROJECT SPECIFIC CONDITIONS.**

- a. Contractor shall adhere to the regulatory compliance, duration, and other terms and process that are currently posted on the ODE Website at <http://www.ohio.gov>, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project.
- b. As a result of the 2005 regulatory changes for the Federal and State Property Acquisition for Federal and Federally-Assisted Programs, HLD is progressively updating its Handbook (HLD Handbook) and the Property Acquisition Handbook. Contractor must adhere to the most current handbook for acquisition, abatement, and Section 1909 procedures which is located at <http://www.ohio.gov>, including but not limited to, the County's Health, Environment, and Safety Department, as applicable to the project.
- c. Renovation or remodeling projects shall include a full housing educational component that includes information related to potential discriminatory actions related to housing, insurance and real estate practices including abatement and lead-based paint.

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4. Public Housing Assistance (PHA) administered HOME (and/or Targeted Rental Assistance (TRA)) programs may require the meeting with the local elected officials. Admission procedures for HOME TRA are outlined in the PHA. The HOME Targeted TRA program must be administered in compliance with HOME regulations (24 CFR 82.223) and is not subject to the HUD One-Stop rule. Fair housing information must be given to all TRA applicants. Criteria must provide fair housing training to the PHA.

5. The value after rehabilitation of owner-occupied projects, with or without completion assistance, must not exceed 95 percent of the market purchase price for the area. To determine 95 percent of market value, use the HOME eligibility housework value for existing housing as published by the U.S. Dept. of Housing and Urban Development, in its accordance of the PHA, or determined locally through market survey.

Determining rehabilitation value. After rehabilitation value may be established by one or more of the following methods:

- Market methods of value by qualified staff.
- Appraisal including 95% value of rehabilitation.
- The assessment of local or state rate of comparable unit to post rehabilitation.

COMMUNITY HOUSING IMPACT AND MEASUREMENT PROGRAM

ATTACHMENT C

REPORTING REQUIREMENTS

Criteria shall submit the reports listed below in an organized and timely fashion. Criteria shall provide a format for these reports and shall include Criteria of program completion of each report.

All report forms and requirements listed herein shall be provided by Criteria, and shall not be used as a final Criteria in making additional and/or future requests, nor in the change or addition of data to the forms listed below.

1. Criteria shall submit to Criteria a Status Report within 15 days of the request by Criteria.
2. Criteria shall submit a Final Performance Report at the completion of the project(s) which are the subject of the Agreement.
3. Criteria shall comply with the reporting requirements as outlined in HUD's 2014-2020 Grant Operations & Financial Management Program Policy Manual. The HUD Program Policy Manual can be found at <http://www.hud.gov/sites/dockets/2014-2020%20Program%20Policy%20Manual.pdf>. Criteria shall submit a Certificate of Compliance upon the expiration of all Criteria periods under the Agreement.
4. Criteria shall retain all records, receipts, etc., for a period of three years after the Final Closeout of the Agreement per 24 CFR 82.233. Criteria shall notify Criteria in writing upon the Agreement and meet the necessary requirements of Final Closeout.

COMPLIANCE MONITORING AND INSPECTION PROGRAM

ATTACHMENT B

GENERAL ASSURANCE AND CERTIFICATIONS

The following assurances will be provided to this Agreement between the County and the State:

County hereby represents and certifies that:

- 1. It will not knowingly violate the housing which means that it will not knowingly violate the public housing identified in the Assessment of Fair Housing Practices in accordance with the requirements of 42 CFR § 200.133 through § 200.138, and that it will not so violate that it is not knowingly in violation of the requirements of the Fair Housing Act.
- 1. It is a housing-related activity and it is not a contract with any entity outside of the County Development Block Grant (DBG) program or the HOME Investment Partnerships Program (HOME) by which it is not a contract with any entity outside of the County Development Block Grant (DBG) program or the HOME Investment Partnerships Program (HOME).
- 1. It will place restrictions on liability required by 42 CFR part 200 and certify that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of, to any person for housing or community development in violation 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 loan, the making of any Federal grant, or 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 housing or community development in violation 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, grant, loan, or cooperative agreement, it will submit a written statement of the amount and source of such funds to the Inspector General, Treasury Department, in accordance with the following:
 - 1. It will certify that it will comply with the acquisition and retention requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 U.S.C. 1701), and implementing regulations at 49 CFR part 24.
 - 2. It will certify that it will comply with section 101 of the Housing and Urban Development Act of 1980 (42 U.S.C. 10701), and implementing regulations at 42 CFR part 105.
 - 3. It will certify that it is in full compliance and following a detailed action participation plan that satisfies the requirements of 38 CFR 401 and 42 U.S.C. 14304.
 - 4. It will certify community development and housing needs including the needs of low-income and moderate-income families, and the additional needs of individuals in need of care.
 - 5. It will comply with the current state of Ohio Constitution that has been approved by HUD.
 - 6. It will certify that it has complied with the following statute:
 - a. 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 portion of the 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. In the case of properties owned and controlled by moderate-income (or 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 will not attempt to recover the assessment.
 - b. 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 hostile activities or acts that, in a building or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - c. It will certify that the grant will be awarded and administered in conformity with 42 U.S.C. 14304 through 14308 (42 U.S.C. 20082), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
 - d. Its activities concerning facilities shall comply with the requirements of 42 CFR 200, subpart A, B, J, K, and R.
 - e. It will comply with all applicable laws.
 - f. It is not using and will not use HOME funds for eligible activities and costs, as described in § 202.208 through § 222.0, and that it is not using and will not use HOME funds for prohibited activities, as described in § 222.04.
 - g. Before receiving HOME funds for a project, it will evaluate the project in accordance with public law that it adopts for this purpose and will not invest any HOME funds in combination with other Federal assistance that is necessary to provide affordable housing.
 - h. In addition to other problems 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 stipulated acquisition threshold amount set at \$100,000, which is the stipulated amount determined by the Office Agency Acquisition Council and the Defense Acquisition Regulatory Council (formed) as authorized by 41 U.S.C. 101, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such remedies and penalties as appropriate.
 - b. All contracts in excess of \$100,000 must address limitations for causes and for convenience by the non-Federal entity including the manner by which it will be selected and the basis for selection.
 - c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 101, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR part 101.13 must include the equal opportunity clause provided under 41 CFR 101.13, in accordance with Executive Order 11478, "Equal Employment Opportunity" (40 FR 12318, 12316, 3 CFR part 16549-0000, p. 318), as amended by Executive Order 11876, "Amending Executive Order 11478 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 101, "Values of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3143) when required by Federal program legislation, all price construction contracts in excess of \$100,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3143, and 29 CFR 1.610) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed or Assisted Construction), in accordance with the terms, contractors must be required to pay wages and benefits of 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 on file with the Department of Labor in each jurisdiction. The decision to award a contract or subcontract must be conditional upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3143), as supplemented by Department of Labor regulations (29 CFR part 4, "Contractors and Subcontractors on Public Buildings or Public Work Financed or in Part by Loans or Grants from the United States). The Act provides that each contractor or subcontractor must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, in giving 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.

STATE OF OHIO
FRANCHISE REGULATION DIVISION
COMMERCIAL DEVELOPMENT PROGRAM
FORM 10-12

GRANT AGREEMENT

All Other Parties

Franchisee/Parties

This Grant Agreement ("Agreement") is made between the Franchisee/Parties and the Franchisor/Parties, for the purpose of providing the Franchisee/Parties with the right to participate in the Commercial Development Program ("Program") of the Franchisor/Parties.

TERMS AND CONDITIONS

1. **Grant of Franchise.** The Franchisor/Parties hereby grant to the Franchisee/Parties the right to participate in the Program of the Franchisor/Parties.

2. **Grant of Franchise.** The Franchisor/Parties hereby grant to the Franchisee/Parties the right to participate in the Program of the Franchisor/Parties.

3. **Grant of Franchise.** The Franchisor/Parties hereby grant to the Franchisee/Parties the right to participate in the Program of the Franchisor/Parties.

4. **Grant of Franchise.** The Franchisor/Parties hereby grant to the Franchisee/Parties the right to participate in the Program of the Franchisor/Parties.

TERMS AND CONDITIONS

5. **Grant of Franchise.** The Franchisor/Parties hereby grant to the Franchisee/Parties the right to participate in the Program of the Franchisor/Parties.

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9. **Grant of Franchise.** The Franchisor/Parties hereby grant to the Franchisee/Parties the right to participate in the Program of the Franchisor/Parties.

10. **Access to Grant Funds.** Grant Funds shall be deposited and maintained in a separate bank 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, establishing the necessity of such expenditures. Grantee may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

11. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All reports 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 the Franchisor/Parties' office at 1000 N. High Street, Columbus, Ohio 43261-1141 - Grant Operations and Financial Management Policy.

12. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Manual, located online at www.ohio.gov, which may be amended and updated from time to time. Grantee shall comply with assurances and conditions contained in Attachments B and E, which are attached hereto and made a part hereof.

13. **Records, Access and Maintenance.** Grantee shall establish and physically protect 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, books and pertinent 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 period for the resolution of any such issues. 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.

14. **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 copies of transcripts from such records.

15. **Audit.** 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, Grantee 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 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, Grantee 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 43261-1001.

16. **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 above-mentioned 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 above-mentioned 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 of their contracts for such work.

17. **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, 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 3709. 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 fit 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 4115.00 to 4115.06, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- 1. In the case of Grants, to
Ohio Development Services Agency
Office of Community Development
17 South High Street, 2nd Floor
Columbus, Ohio 43261-3311
Attn: Deputy Chief
- 2. In the case of Grants, to
Madison County Board of Commissioners
1000 Main St
London, Ohio 43040
Attn: Matt Forrest, President
- 3. **Assignment or Modification:** 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 Schedule. Requests for amendments or modifications to this Agreement shall be in writing and shall specify the requested changes and the effective date of such changes. The parties shall endeavor to agree to modifications in the form of the negotiation and public hearing in the project(s). Such requests shall be subject to confirmation of the Agreement. Any amendments shall be done, approved, and executed in the same manner as the original Agreement. Additional information to be provided to the Grant Operations and Financial Management Policy.
- 4. **Force Majeure:** The act of any public power that is deemed to include all of the other parties, and the act of any physical cause or event that is deemed to include the grant, and the war, wherever the contract is required.
- 5. **Waiver:** Such a finding contained in this Agreement is intended for convenience only and shall not be deemed to be a part of this Agreement.
- 6. **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or delegated by either party without the prior written consent of the other. Additional information to be provided to the Grant Operations and Financial Management Policy.
- 7. **Practical Expenses:** "Practical expenses," as defined in Ohio Administrative Code Section 129.122(D), Expense (A)(2), are a part of the project and are eligible for reimbursement with Direct Costs. Grants that are authorized to reimburse grants are not eligible for reimbursement with Direct Costs and any other funds not provided by the "actual expenses" listed above under the Expense (A), which are provided by the Grants to the contractor and payable employees in a grant.
- 8. **Public Hearing:** Each and all of the terms and conditions of this Agreement shall be read and then to be heard in public, in accordance with applicable law.
- 9. **Amend:** Any provision of this Agreement which by its nature is intended to remain in effect in other than the form of this Agreement, including, without limitation, any interpretation of a grant, shall be void and shall be null and void in the event of any amendments and public hearing.
- 10. **Confidentiality:** This Agreement may be included in any number of confidentiality, such as other documents or records that are deemed to be confidential or otherwise exempt from public release and the same Agreement, copies of documents used by both parties in a project shall not be made available to the public. Documents deemed "FOIA" shall be deemed to be eligible for purposes of records and public of this Agreement.

Signature: Each of the parties has caused this Grant Agreement to be executed by a duly authorized representative as of the date and at the place that respective signatures elsewhere on this Grant Agreement.

| | |
|---------------------------------------|--|
| GRANTOR: | GRANTOR: |
| Madison County Board of Commissioners | State of Ohio Development Services Agency |
| Matt Forrest, President | David Covatta, Director |
| By: <u><i>[Signature]</i></u> | By: _____ |
| Printed Name: <u>MATT FORREST</u> | Printed Name: _____ |
| Title: <u>COMMISSIONER</u> | Title: _____ |
| Date: <u>1-16-18</u> | Date: _____ |



DATE 02/23

OFFICE OF COMMUNITY DEVELOPMENT
 2017 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
 ATTACHMENT A
 SCOPE OF WORK AND BUDGET

Fair Share Community Development Block Grant Fund

VI. PROGRAM ACTIVITIES

| Project Name / Activity Area | No. of Recipients | Percent | Location | Month(s) |
|------------------------------|-------------------|---------|----------|--------------------------|
| Public Rental Housing | | | | |
| Habitat for Humanity | 11 | 10% | UM | 1 Unit Habitat - Rural |
| Public Housing | 11 | 10% | UM | 7 Units Habitat - Rural |
| Public Housing | | | | |
| Habitat for Humanity | 11 | 10% | UM | 11 Units Habitat - Rural |
| Public Housing | 11 | 10% | UM | 7 Units Habitat - Rural |
| Habitat for Humanity | 11 | 10% | UM | 11 Units Habitat - Rural |

VII. HOUSING PROGRAM BUDGET

| Description | NOE | OSB Monthly |
|---|-----------|-------------|
| Program Income Based on Fair Share | \$ 30,200 | \$ 30,200 |
| Program Income Based on CDP Program Application | \$ 32,200 | \$ 32,200 |
| Income Based on CDP Program Application | \$ 1,100 | \$ 1,100 |
| Program Income Based on Other Projects | \$ 1,100 | \$ 1,100 |
| Income Based on Other Projects | \$ 0 | \$ 0 |
| Program Income Based on Other Projects | \$ 0 | \$ 0 |
| Program Income Based on Other Projects | \$ 0 | \$ 0 |

COMMUNITY DEVELOPMENT BLOCK GRANT
 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

- GRANT EXECUTION.** This Agreement must be signed by Grantor's authorized official, approved by its governing body, and returned to the Grantee within ten working days. Failure to do so may result in the cancellation of this Agreement.
- ENVIRONMENTAL REVIEW REQUIREMENTS.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantee. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantor's Environmental Review process has been appropriately completed and accepted by Grantee. The Environmental Review - Tier 1 Request for Release of Funds must be submitted by February 1, 2018 for all activities (except Payroll Assistance, Fair Housing, and Administration) for the Grantee will receive a Notification of Non-Compliance.
- ELIGIBLE COSTS.**
 - Expenditures may only be made for those activities outlined 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 CDD website here: <http://www.ohio.gov/cdd>.
 - Attachments 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 CDD website here: <http://www.ohio.gov/cdd>.
 - The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
- FAIR HOUSING REQUIREMENTS.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantee meeting State Community Development Block Grant Program and/or Community Housing Impact and Preservation Program (CHIP) funds.
 - 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 coordinator 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 CDD.
 - 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 remove 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 ongoing 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.
 - 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-800) or equivalent, date of the referral, and any follow-up action.
 - Annually, the Grantee shall conduct training activities and provide educational materials to residents of project/neighborhood areas, or targeted special populations, in which CDBG or HOME activities are planned to be undertaken. The Grantee shall also provide training and information to at least three additional civil, social groups or other schools in the community. Records will contain an agenda, speech sheet, minutes, a description of the activities, and any follow-up to occur for each training session.

Document: T17026590.D

1. Each of the following... (faint text)

- 1. Each of the following... (faint list items)

1. Each of the following... (faint text)

- 1. Each of the following... (faint list items)

Each of the following... (faint text)

- 1. Each of the following... (faint list items)

1. Each of the following... (faint text)

- b. Final Performance Reports for Grants... (faint list items)

10. **ANTICIPATION AND RELOCATION CERTIFICATION** Grantee certifies that it will replace all occupied and vacant... (faint text)

11. **CLEARANCE, CONVERSION OR ACQUISITION OF DWELLING UNITS** Any and all occupied rental units and all vacant... (faint text)

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

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

- 1. A vacant unit that is in standard condition... (faint list items)

12. **HOUSING REGULATION AND REPAIR ACTIVITIES** Housing rehabilitation and repair activities must be implemented in accordance with the OGD Housing Handbook... (faint text)

Emergency home repair projects are defined as the presence of a health or fire-safety condition where immediate public action is determined necessary to meet a need of recent origin... (faint text)

13. **UNIVERSAL IDENTIFIER AND CENTRAL CONTRACTOR REGISTRATION** As a recipient of federal funds, Grantee will be required to maintain an active registration in the Federal Central Contractor Registry (FCR) through the System for Award Management (SAM) as required by 2 CFR Part 101... (faint text)

14. **PROJECT-SPECIFIC CONDITIONS**

- a. Grantee must utilize the voluntary acquisition, donation, and other forces and process that are currently posted on the OGD Website... (faint list items)

DW 10/29

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

Fund Source: Community Development Block Grant Fund

VI. PROGRAMS/ACTIVITIES

| Project Name / Activity Name | Fed. Fund Match | Fiscal Year | Start | End | Remarks |
|------------------------------|-----------------|-------------|-------|-------|-------------------------------|
| Public Rental Units | 11 | 2018 | 01/01 | 12/31 | 1 Unit Rehabilitated - Funded |
| Public Rental Units | 11 | 2019 | 01/01 | 12/31 | 7 Units Rehabilitated - Over |
| Public Rental Units | 11 | 2020 | 01/01 | 12/31 | 12 Units Rehabilitated - Over |
| Public Rental Units | 11 | 2021 | 01/01 | 12/31 | 6 Units Rehabilitated - Over |

VII. HOUSING PROGRAMS/BUDGET

| Item/Type | BURE | CCBO Housing |
|--|------|--------------|
| Program Income/Collection Fund Balance | 1 | 30,000 |
| Program Income/Unexpended CDBG Program Application | 1 | 12,220 |
| Balance Available from CDBG Program Carryover | 1 | 1,110 |
| Program Income/Collection Fund Balance | 1 | 1,110 |
| Program Income/Collection Fund Balance | 1 | 0 |
| Program Income/Collection Fund Balance | 1 | 0 |
| Program Income/Collection Fund Balance | 1 | 0 |

COMMUNITY DEVELOPMENT BLOCK GRANT
 CITY COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

- GRANT EXECUTION:** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to the Grantor within ten working days. Failure to do so may result in the cancellation of this Agreement.
- ENVIRONMENTAL REVIEW REQUIREMENTS:** Grant activities cannot be implemented prior to an Environmental Review of Funds from Grantee. Grantee requests for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor. The Environmental Review - for 1, Review of Release of Funds must be submitted by February 1, 2018 for all activities (except Public Assistance, Fair Housing, and Affordable Housing) for the Grantee will receive a letter of non-compliance.
- ELIGIBLE COSTS:**
 - Expenses 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 program unless or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the CDD website for <http://development.ohio.gov/cdd/csp/ohio>.
 - 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 CDD website for <http://development.ohio.gov/cdd/csp/ohio>. Additional information found in CDD 15-01 - Grant Operations and Financial Management Policy.
 - The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
- FAIR HOUSING REQUIREMENTS:** Grantees are required to alternatively refer fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving State Community Development Block Grant Program under Community Housing Impact and Preservation Program (CHIP) funds.
 - 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 responsibility. 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 CDD.
 - 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. Grantees will have an ongoing 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.
 - 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 complaint, copies of Housing Discrimination Complaint records (HDC-803 or equivalent), date of the referral, and any follow-up action.
 - Annually, the Grantee shall conduct training activities and provide educational materials to residents of predominantly minority areas, or targeted special populations, in which CDBG or HOME activities are planned to be undertaken. The Grantee shall also provide training and information to at least three additional civil, 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 notes for each training session.

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4. Grantee shall be liable for the cost of all... (text partially obscured)

5. Grantee shall be liable for the cost of all... (text partially obscured)

6. Grantee shall be liable for the cost of all... (text partially obscured)

7. Grantee shall be liable for the cost of all... (text partially obscured)

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27. Grantee shall be liable for the cost of all... (text partially obscured)

28. Grantee shall be liable for the cost of all... (text partially obscured)

29. Grantee shall be liable for the cost of all... (text partially obscured)

30. Grantee shall be liable for the cost of all... (text partially obscured)

b. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantee by December 31, 2018.

c. Audit reports must be submitted according to the timelines and procedures set in Attachment C of this Agreement.

10. **ANTIDISPLACEMENT AND RELOCATION CERTIFICATION** Grantee certifies that it will explore all occupied and vacant affordable low and moderate-income housing units that are demolished or converted to a use other than low and moderate-income housing units as a direct result of activities assisted with Grant Funds provided under this Agreement. HOME program projects utilizing Community Development Block Grant (CDBG) funds for rent cost assistance are included in this category. Grantee also certifies that it has adopted an Anti-Displacement and Relocation Assistance Plan, which is included in its Policies and Procedures Manual.

11. **CLEARANCE, CONVERSION OR ACQUISITION OF DWELLING UNITS** Any of all occupied rental units and all vacant, non-occupied low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than low and moderate-income housing units as a direct result of activities assisted under the CDBG program must be replaced with low and moderate-income housing units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

A low and moderate-income housing 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, non-occupied housing 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, OCO Residential Rehabilitation Standards (RRS));
2. A vacant housing unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantee; or
3. A vacant housing unit in any condition (standard or substandard) that has been occupied by a person with a legal right to occupy the property at any time within the period beginning one year before the date of the execution of the agreement with the demolition contractor.

12. **HOUSING REHABILITATION AND REPAIR ACTIVITIES** Housing rehabilitation and repair activities must be implemented in accordance with the OCO Housing Handbook and corresponding program's application handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCO's Residential Rehabilitation Standards (RRS). The OCO Housing Handbook can be found on the OCO website here: <http://development.ohio.gov/ocohousing>.

Emergency housing repair projects are defined as the presence of harmful or threatening conditions where immediate public action is determined necessary to meet a need of great urgency. The conditions must pose an immediate threat to the health and safety of the occupant within the structural integrity of the house.

13. **UNIVERSAL IDENTIFIER AND CENTRAL CONTRACTOR REGISTRATION** As a recipient of federal funds, Grantee will be required to maintain an active registration in the Federal Central Contractor Registry (CCR) through the System for Award Management (SAM) as required by 2 CFR Part 65. Grantee shall not enter into a contract with an eligible contractor listed in the System for Award Management (SAM) until it has maintained evidence of its registration on registration is available at www.sam.gov.

14. **PROJECT SPECIFIC CONDITIONS**

- a. Grantee must utilize the voluntary acquisition, donation, and seizure forms and process that are currently posted on the OCO Website at <http://development.ohio.gov/ocohousing>. The format, the method of determining value, the process for providing notices, self-certification have been received from the lease provided in the application forms.
- b. As a result of the 2005 regulatory changes for Rehabilitation and Real Property Acquisition for Federal and Federally Assisted Programs, HUD is progressively updating its Handbook, HUD Tenant Assistance, Rehabilitation and Real Property Acquisition Handbook. Grantee must utilize the most current handbook for acquisition, relocation, and Section 104(j) procedures which is located at http://www.hud.gov/program_offices/brdr/tenantassistancehandbook/201704.
- c. Mandatory counseling sessions must include a fair housing education component that includes information related to potential discriminatory actions related to lending, insurance and real estate practices including abusive or unfair lending practices.

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COMMUNITY DEVELOPMENT AND PRESERVATION PROGRAM

ATTACHMENT C

REPORTING REQUIREMENTS

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantee shall provide a legend for these reports and shall list of Grantee on the proper completion of said reports.

All report forms and systems with labels herein shall be provided by Grantee. All shall not be consistent to final Grantee's policy additional to the latter requests, nor to the change or addition of detail to the items listed below.

- 1. Grantee shall submit to County a Status Report within 15 days of the request by County.
- 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 4 CFR 200 and provided in 1741-000 Grant Operations & Financial Management Program Policy Bulletin. The COO Program Policy Notices can be found at <http://ohio.gov/ohio-governments/COO-Program-Policy-Notices>.
- 4. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.
- 5. Grantee shall submit all records, receipts, etc., for a period of three years after the Final Disbursement of this Agreement per 4 CFR 200.303. Grantee shall notify County in writing upon the Agreement has met the necessary requirements of Final Disbursement.

COMMUNITY DEVELOPMENT AND PRESERVATION PROGRAM

ATTACHMENT D

GENUINE ASSURANCES AND CERTIFICATIONS

The following assurances will be submitted to this Agreement between the Grantee and County.

Grantee hereby certifies and certifies that:

- 1. I will immediately inform the County with news that I will take necessary actions to further the goals identified in the Assessment of Fair Housing included in accordance with the requirements of 42 CFR 3.50 through 3.53, and that all such actions that I take shall be consistent with its obligation to effectively enforce fair housing.
- 2. I will identify a residential and employment and education assistance plan to coordinate with any activity possible with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME) by identifying a residential and employment and education assistance plan that will address requirements of program to meet a needed need.
- 3. I will ensure activities of housing required by 42 CFR part 8 and certify that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of, to any person for the hiring or retaining of 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 monitoring of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or 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 the hiring or retaining of 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 federal contract, grant, loan, or cooperative agreement, I will complete and submit Standard Form 278, "Disclosure Form for Potential Conflicts of Interest," in accordance with the instructions and
- 4. I presume legal liability under state and local law to carry out the program to which this funding is being provided in accordance with applicable NCO regulations.
- 5. I will certify that I will comply with the acquisition and education requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implement its policies of 42 CFR part 8A.
- 6. I will certify that I will comply with section 1 of the Housing and Urban Development Act of 1974 (42 U.S.C. 1354a) and implementing regulations at 42 CFR part 8A.
- 7. I will certify that I will in full compliance and following a detailed citizen participation plan that satisfies the requirements of 42 U.S.C. 1354a-10(a).
- 8. I will identify community development and housing needs including the needs of the homeless and vulnerable homeless families, and the actions to be undertaken to meet these needs.
- 9. I will comply with the current state of Ohio established plan that has been approved by HUD.
- 10. I will certify that I have complied with the following policies:
 - a. I will not charge to recover any unpaid costs of public improvements included with CDBG funds including Section 108 loan guaranteed loans by assessing any special apportionment or cost of disposal by persons of the real estate income, including any fee charged or assessed made as a condition of obtaining consent to such public improvements.
 - b. However, if CDBG funds are used to pay the preparation of a fee or assessment that relates to the capital costs of public improvements included in such CDBG funds derived from other revenues sources, an assessment charge may be made against the property with respect to the public improvements derived by a source other than CDBG funds.

- c. If all of the above requirements are met, the contractor shall submit all 1099s (including Section 1099-NEC) to the county by the 15th day of the month following the end of the calendar year in which the work was performed or during any 12-month period beginning on the date of the contractor's final invoice for the work. If the contractor fails to submit all 1099s (including Section 1099-NEC) to the county by the 15th day of the month following the end of the calendar year in which the work was performed or during any 12-month period beginning on the date of the contractor's final invoice for the work, the contractor shall be liable for the amount of the 1099s (including Section 1099-NEC) that the county is required to pay.
- d. If all of the above requirements are met, the contractor shall submit all 1099s (including Section 1099-NEC) to the county by the 15th day of the month following the end of the calendar year in which the work was performed or during any 12-month period beginning on the date of the contractor's final invoice for the work. If the contractor fails to submit all 1099s (including Section 1099-NEC) to the county by the 15th day of the month following the end of the calendar year in which the work was performed or during any 12-month period beginning on the date of the contractor's final invoice for the work, the contractor shall be liable for the amount of the 1099s (including Section 1099-NEC) that the county is required to pay.
- e. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3709).** 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. 3701 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 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. 3701 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. **Rights to Invention Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (b) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the submission of patents, 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 Invention 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. 1701-1717(a)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1307), 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. 1701-1717(a)) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1307). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. **Debarment and Suspension (Executive Order 12549 and 13025).**—A certified award (see 2 CFR 180.220) must not be made to parties listed on the government-wide debarment in the System for Award Management (SAM). In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (2 CFR part 1999 Comp., p. 103) and 12859 (2 CFR part 1999 Comp., p. 233), "Debarment and Suspension" SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties debarred by other statutory or regulatory authority other than Executive Order 12549.
- i. **Byrd Anti-Retaliation Amendment (31 U.S.C. 1507).**—Contractors that apply for or hold an award exceeding \$100,000 must file the required certification. Each certification is for the 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. 1502. Each firm must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from the contractor to the awarding agency.
- j. See §300.322 Procurement of non-Federal entities.

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COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for lobbying or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for lobbying 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 - 1111, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Certifies that requires that the language of this certification be included in the award documents for all subawards of all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly, if applicable.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1332, 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.

- 1. Enacted. Any provision of this Agreement which, by its nature, is intended to create a future obligation of the Agreement, including, without limitation, any indemnification obligation, shall not survive and shall be null and void as to the parties and their respective successors and permitted assigns.
- 2. Continuing Force. This Agreement may be executed by any number of counterparts, each of which when executed shall be deemed to be an original of this Agreement, and all of which together shall constitute one and the same agreement. Copies of signatures on any instrument executed in accordance with this Agreement shall be deemed to be original for purposes of execution and proof of this Agreement.

Signature. Each of the parties hereto caused this Agreement to be executed by its authorized representative as of the date set forth below this signature by their officers as of the date of this Agreement.

| | |
|---------------------------------------|--|
| <u>OFFEROR</u> | <u>OFFEREE</u> |
| Madison County Board of Commissioners | State of Ohio Development Services Agency |
| Mark Forest, President | David Conklyn, Director |
| <u>By: [Signature]</u> | <u>By: _____</u> |
| <u>Print Name: Mark A. Forest</u> | <u>Print Name: _____</u> |
| <u>Title: Chairman</u> | <u>Title: _____</u> |
| <u>Date: 1-16-18</u> | <u>Date: _____</u> |

DATE: 04/03/18

**OFFICE OF COMMUNITY DEVELOPMENT
2017 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Fund Source: Ohio Housing Trust Funds

I. GENERAL DATA

| | | | |
|------------------------|--|-----------------------------|---|
| Grantee: | Madison County Board of Commissioners | Grant Number: | SC-17-105-1 |
| Vendor ID: | 00000010 | Total Grant Award: | \$ 200,000 |
| Program Rep: | James Ruge | Partnering Jurisdiction(s): | London |
| Application Submitter: | William W. White | Admin Agency: | ODJ of Ohio Inc |
| CEO: | Mark Forest | Admin Contact: | William W. White |
| Title: | Chief Executive Officer | Title: | Senior Planning Director |
| Address: | 1 North Main Street, Suite 410 London, OH 43140 | Address: | 3715 S High St, PO Box 8207 Columbus, OH 43268 |
| Phone Number: | (614) 592-2272 | Phone Number: | (614) 448-4371 |
| Email Address: | comdev@madisoncountyohio.com | Email Address: | wwhite@odjohio.gov |
| City/State: | 78 - OH Dear | City/State: | 39 - OH Heald |

II. GRANT DATES

Award Date: 01/20/17 - Work Completion Date: 12/31/2018 - Draw Date: 1/30/2019 - Grant Completion Date: 12/31/2019

III. PERFORMANCE DATA

| | | | |
|------------------------------------|----|--|---|
| Number of Units Repaired - Owner: | 7 | Number of Units Constructed - RH1: | 0 |
| Number of Units Repaired - Rental: | 5 | Number of Households - Homeownership Assisted: | 0 |
| Number of Units Repaired - Owner: | 12 | Number of Households - Rental Assistance: | 5 |
| Number of Units Repaired - Rental: | 0 | | |

Adopted Policy & Procedure Manual: Madison County Commissioners

IV. PROGRAM DESCRIPTION

Madison County has applied for \$1,500,000 for the Community Housing Impact and Preservation (CHIP) Program. The CHIP Program is a grant program that provides financial assistance to qualified low and moderate income families. The program will allow for the construction of 100 units in compliance with the Ohio Housing Trust Funds (OHTF) program. The grant will be used to complete 100 units of rental assistance in compliance with the Trust Fund Rental Assistance (TRFRA) program and will include the required fair market value (FMV) study component. For the City of London, Madison County has been selected to provide the FMV study and will be subject to the FMV study.

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DATE: 04/23

OFFICE OF COMMUNITY DEVELOPMENT
2017 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET

Fund Source: Ohio Housing Trust Fund

II. SCOPE OF WORK

| Project | Amount | Fund Category | Fund Type | Term | Interest Rate |
|--|------------------|--------------------------|-----------------------|------|---------------|
| City of London | \$ 80 | Community Program Income | Other Leverage Fund | NA | NA |
| USPCC of Clark, Boone and Madison Counties | \$ 2,500 | State and Local Funds | Landlord/Owner REH | NA | NA |
| City of London | \$ 1,000 | Home Program Income | Other Leverage Fund | NA | NA |
| TRP/Houshorts | \$ 1,200 | Other Funds | Tenant Fund Operation | NA | NA |
| Madison Community Housing | \$ 1,000 | State and Local Funds | Landlord/Owner REH | NA | NA |
| Madison County | \$ 32,200 | Home Program Income | Other Leverage Fund | NA | NA |
| Grant Funds | \$ 10,000 | | | | |
| Total | \$ 48,000 | | | | |

III. APPROVED PROGRAM BUDGET

| Project Name / Activity Name | Total | | | | |
|------------------------------------|------------------|-------------|-------------|-------------|------------------------------|
| | Cost | CFP | CFIS | HOME | Other Funds Assesst - Source |
| Madison County (OH Housing) | | | | | |
| 1. General Admin | \$ 15,200 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 1. OH Housing Program | \$ 3,000 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Madison County (OH Housing) | \$ 18,200 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| USPCC | | | | | |
| 1. Rental Assistance | \$ 24,000 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 1. Private Rental Rehab | \$ 24,000 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| USPCC (OH Housing) | \$ 48,000 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| TRP/Houshorts | | | | | |
| 1. Home Building Repair | \$ 10,000 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| TRP/Houshorts (OH Housing) | \$ 10,000 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Total Approved | \$ 76,200 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |

DATE: 04/23

OFFICE OF COMMUNITY DEVELOPMENT
2017 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET

Fund Source: Ohio Housing Trust Fund

III. PROGRAM OUTCOMES

| Project Name / Activity Name | No. of Beneficiaries | | | |
|---------------------------------------|----------------------|-----------|------------|---------------------------|
| | Percent | Int. Rev. | Unrentable | Other |
| Rental Assistance | | | | |
| Private Rental Rehab | 14 | 30% | 1M | 6 Units Partial - Partial |
| Private Rehabilitation | 19 | 50% | 1M | 7 Units Partial - Owner |
| Rapid Assistance | | | | |
| Home Building Repair | 32 | 100% | 1M | 02 Units Repaired - Owner |
| Tenant-Based Rental Assistance | | | | |
| Partial Housing Assistance | 11 | 50% | 1M | 6 Households Partial |

IV. INCLUSIVE PROGRAM INCOME

| Description | HOME | CFIS Funding |
|---|-----------|--------------|
| Program Income Cash on Hand Balance | \$ 30,200 | \$ 54,000 |
| Program Income Leverages in CDF Program Application | \$ 37,270 | \$ 750 |
| Balance Available after CDF Program Commitment | \$ 1,330 | \$ 0 |
| Program Income Committed to Other Projects | \$ 1,000 | \$ 17,200 |
| Balance Available after Other Commitments | \$ 0 | \$ 0 |
| Program Income Reflected in Implementation Plan | \$ 0 | \$ 0 |
| Remaining Unavailable Balance | \$ 0 | \$ 0 |

COMMITTEE REPORT AND RECOMMENDATION

ATTACHMENT

SPECIAL CONDITION

1. **GRANT REGION** The Agreement shall be signed by the local elected official, approved and returned to Grants within ninety days. Failure to do so may result in the grant being void.

2. **ELIGIBLE COSTS**

- a. Expenses may only be made for those activities outlined in Attachment A of this Agreement. It is not an expenditure to make for a facility unrelated to the Low and Moderate Income Housing Trust Fund Program.
- b. Expenses in this Agreement may only be made with the approval of Grants.

3. **PERMITS REQUIRED** Any program license meeting the requirements of the Grant funds shall be returned to Grants, unless Grants specify other requirements.

4. **REPORTING** The following minimum must be achieved for all activities including Report Assistance, Administration and Monitoring and a CDQ survey of Units:

- a. All CDQ surveys of units completed and at least 25 percent completed and at least 10 percent done by July 31, 2018 or the date of contract termination for the Contract.
- b. All CDQ surveys of units completed and at least 25 percent completed and at least 10 percent done by November 30, 2018 or the date of contract termination for the Contract's term of completion.
- c. All CDQ surveys of units completed and at least 25 percent done by July 31, 2018 or the date of contract termination for the Contract's term of completion.

Contract to deliver on schedule and units set up in Grants system. Once it is done in Grants system to the units scheduled in Grants system, HOME Lead must be done for the activities that are funded with multiple sources when the project requires a specific source.

5. **PERMIT COMPLIANCE REQUIREMENTS** All projects, as identified in Attachment A of this Agreement, shall be fully permitted and inspected. The work shall not be started until the permit is issued by the local health department. Any work not completed and inspected by the local health department within 180 days of the start of the project shall be considered a violation of the Grant Agreement. The Contractor shall be responsible for obtaining all necessary permits for every project within the Grant Agreement. There shall be a clause in each contract, listing in detail a permit with CDQ funds under this Grant Agreement, which requires that work be completed in the time frame of 180 days.

6. **PROGRESS REPORTING** All completed CDQ funds shall be 100 percent done by the project completion date by 2/28/18. CDQ or CDQ will have an automatic extension to complete completed projects with a loan reduction on the Contractor's end. If any uncompleted, unspent CDQ funds remain, the grant amount will be reduced without penalty.

7. **PERFORMANCE REQUIREMENTS** Full Performance Reports for Grants projects, as described in Attachment A of this Agreement, must be submitted to Grants by December 31, 2018.

8. **ADDITIONAL REQUIREMENTS**

- a. All contracts awarded with this funding shall be cost shared equally by home at the project or labor of the area under home (50%).
- b. If applicable, Contractor shall maintain activities that provide or assist in providing a rental housing project in all reasonably necessary and that are not necessary for the project to be eligible for the grant. If not, it shall be reported for the rental housing project.
- c. If applicable, Contractor shall maintain activities that provide or assist in providing a housing project and program and implement a plan to reasonably assist any local or state health department by the housing project in achieving their strategic housing.

4. Grants shall not violate Section 4112.02 of the Ohio Revised Code, Unlawful Discriminatory Practices.

5. **PERMITS, REGULATION AND REPORTING ACTIVITIES** Housing rehabilitation and repair activities must be implemented in accordance with Grants' Non-Point Pollution Abatement Housing Handbook and accompanying program application worksheet. In addition, Contractor must develop and follow a local policies and procedures manual. All rehabilitation and repair or repair the CDQ Residential Rehabilitation Standards (RRS) outlined in Part I of the CDQ Housing Handbook. The CDQ Housing Handbook can be found on the CDQ website here: <http://www.grantsmadisoncountyohio.gov/rrs>.

Emergency home repair projects are defined as the presence of a hazard or fire safety condition where immediate public action is deemed necessary to meet a need of most urgency. The conditions must pose an immediate threat to the health and safety of the occupant or the structural integrity of the home.

10. **SPECIAL CONDITION ON LEAD-BASED PAINT** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with CDQ funds where the CDQ Rehabilitation assistance does not exceed \$10,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies specific control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to 41 CFR Part 101.10. This Special Condition does not apply to units that are listed as exempt at 41 CFR Part 101.10 or that are within the release limits at 41 CFR Part 101.10. For activities that are covered by this Special Condition, Grants shall:

- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required by 41 CFR 101.10 and get a receipt from the contractor that they have received the pamphlet.
- b. For projects including known or presumed lead-based paint use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting (RRP) and the Renovation's Training Program at a training provider approved by ODH.
- c. Use clearance technicians who are trained by an ODH approved training provider, or use a licensed Lead Paint Inspector or a licensed Lead Assessment Assessor to clear units after renovation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, clearing or sampling projects where rehabilitation, remodeling, or paint repair work has been performed on ODH assisted projects funded by Grants, and furnish such information to Grants pursuant upon request.
- e. Maintain records in respect to project files that document the results of any required clearance inspection for a minimum of three years after the end of the program and allow Grants to request these records upon request at any time during the three year time period.
- 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 Grants for a period of three years after the end of the program, and which shall be made available for Grants inspection upon request at any time during the 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 (RRP) and the Renovation'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-based renovation each area that is subject to a clearance examination. Ensure workers provide an Occupancy Protection Plan with the scheduled RRP jobsite clearing necessary protective measures for the occupants and 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-based manner that is approved with CDQ funds:
 - 1) That the contractor shall make available for inspection by Grants staff, as well as Grants' local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the 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 workers and occupants.
 - 3) That the contractor:
 - a) Shall maintain all work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting (RRP) and the Renovation's Training Program for documentation that such persons are licensed and trained in working with

Barrett Brothers T1702596LD

- 4) That you do not discriminate in the awarding of any report.
- 5) That you do not discriminate in awarding any contract for the provision, installation, maintenance or repair of any equipment or facility, including a public utility, and that you do not discriminate in the awarding of any contract for the provision, installation, maintenance or repair of any equipment or facility, including a public utility, and that you do not discriminate in the awarding of any contract for the provision, installation, maintenance or repair of any equipment or facility, including a public utility.
- 6) That you do not pay for services, including a public utility, in a contract with a contractor.
- 7) That you do not discriminate in awarding any contract for the provision, installation, maintenance or repair of any equipment or facility, including a public utility, and that you do not discriminate in the awarding of any contract for the provision, installation, maintenance or repair of any equipment or facility, including a public utility.
- 8) That a library approved by the Director of the Ohio Department of Health shall control the rights of all environmental samples.

COMPANITY PROSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT C

REPORTING REQUIREMENTS

Grantee shall submit the reports listed below in an adequate and timely manner. Grantee shall provide a budget for these reports and shall submit the same to the program administrator of said reports.

All report forms and requirements shall be provided by Grantee, but shall not be required to be submitted to the Grantee in writing unless and until further requests, or in the event of a change in the forms listed below.

1. Grantee shall submit to Grantee a Status Report within 30 days of the request by Grantee.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. If Grantee receives \$100,000 or more in Grant Funds under this Agreement, an audit shall be conducted according to the requirements of Governmental Accounting System Act, Additional Provision found in OGD 10-01 - Grant Operations and Financial Management Policy. The OGD Program Policy Rules can be found at <http://www.ohio.gov>.
4. Grantee shall comply with the reporting requirements provided in 10-01 - OGD Grant Operations & Financial Management Policy Rules. The OGD Program Policy Rules can be found at <http://www.ohio.gov>.
5. If applicable, Grantee shall submit a Certificate of Completion upon the expiration of all funds provided under this Agreement.
6. Grantee shall retain all records, receipts, etc. for a period of five years after the "Final Closeout" of this Agreement. Grantee shall notify the Grantee in writing once this Agreement has met the necessary requirements of "Final Closeout".

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT E

GRANT ADMINISTRATION GUIDELINES-AUDITS

Grantee may review and act on the findings outlined:

1. For any financial audit finding resulting in a finding of non-compliance, the grantee may request a copy of the audit report and a copy of the findings of non-compliance. The grantee may also request a copy of the findings of non-compliance. The grantee may also request a copy of the findings of non-compliance.
2. Grantee shall provide a signed copy of the program's internal control system to the grantor within 30 days of the audit report.
3. If an audit finding is identified, the grantee shall provide a copy of the findings of non-compliance to the grantor within 30 days of the audit report.
4. If an audit finding is identified, the grantee shall provide a copy of the findings of non-compliance to the grantor within 30 days of the audit report.
5. If an audit finding is identified, the grantee shall provide a copy of the findings of non-compliance to the grantor within 30 days of the audit report.
6. If an audit finding is identified, the grantee shall provide a copy of the findings of non-compliance to the grantor within 30 days of the audit report.

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

ATTACHMENT E

GRANT ADMINISTRATION GUIDELINES-AUDITS

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

Grantees receiving a state-funded grant award equal to or greater than \$100,000 are required to submit either a single audit or a grant specific audit report to Ohio Development Services Agency, 4400 Ohio, P.O. Box 1001, Columbus, Ohio 43261-1001.

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

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

Single audits must be performed by an independent public accountant.

Single audits must be submitted to Grantor within 90 days of the date of the release, but no later than nine months after the end of the audit period.

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

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

Grant specific audits must be submitted to Grantor within 90 days of the date of the release, but no later than nine months after the end of the grant period.

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

Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.