

Subject: Worksheet – Approved – Big Leaf Networks

Mr. Forrest moved to approve the MSA Worksheet from Big Leaf.

Bigleaf MSA Worksheet

MADISON COUNTY
 MISSOURI
 MISSOURI

Ramp Period: 6 months
 Minimum Billing Commitment: 6 months
 Setup Fee Discount: 50%

Company Name: Madison County
 Billing Contact Name:
 Billing Contact Address:
 Billing Contact Phone:
 Billing Contact Email:
 Sales Partner/Agent: ChasTrak

Site Name	Service Plan	Monthly Fee	Setup & Rental Fee	CPE Redundancy	CPE Redun. Monthly Fee	CPE Redun. Setup & Rental Fee	IP Addresses	IP Address Setup & Rental Fee	Total Monthly Fee	Expedite Option
Madison County Main Office	100/100 Mbps	\$129.00	\$349.00		\$0.00	\$0.00	8 (5 usable)	\$80.00	\$129.00	
Madison CO - Health Dept	50/50 Mbps	\$129.00	\$349.00		\$0.00	\$0.00	4 (1 usable)	\$0.00	\$129.00	
Madison CO - Health Dept	50/50 Mbps	\$129.00	\$349.00		\$0.00	\$0.00	4 (1 usable)	\$0.00	\$129.00	
Madison CO - Dept of Family Services	50/50 Mbps	\$129.00	\$349.00		\$0.00	\$0.00	4 (1 usable)	\$0.00	\$129.00	
Madison CO - Employment Office	50/50 Mbps	\$129.00	\$349.00		\$0.00	\$0.00	4 (1 usable)	\$0.00	\$129.00	
Madison CO - Dept. Developmental Disabilities	50/50 Mbps	\$129.00	\$349.00		\$0.00	\$0.00	4 (1 usable)	\$0.00	\$129.00	
Totals of all sites listed		\$644.00	\$2,094.00		\$0.00	\$0.00		\$0.00	\$644.00	
Discount			50%						\$322.00	
Total After Discount									\$322.00	

Comments/Changes

Acceptance

Customer acknowledges that he/she has received (electronically or otherwise) and read this Worksheet and that Customer agrees to its terms


 Customer Signature

Government Forms and Supplies EN 8076180V

Print Name David Dhume

Title Commissioner

Date 10-30-18

Page 2

Bilingual/MSA Worksheet

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

Subject: Quote - Approved - Century Link

Mr. Forrest moved to approve the quote (# 11332703) from Century Link.

Proposed prepared for Madison County Department of Family Services - Quote# 11332703 - S

Quote # 11332703

Proposed prepared for Madison County Department of Family Services - Quote# 11332703 - S

Century Link

Quote # 11332703

Proposed prepared for Madison County Department of Family Services - Quote# 11332703 - S

PERMANENT BOARD
THIS OCT 30 PM 12:17

Approved Signature: David Dhume
Title: Commissioner
Date: 10-30-18

Page 1 of 2

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

Government Forms and Supplies E180761 BAY

Subject: Grant Agreement – Approved – CDC

Mr. Hunter moved to approve the grant agreement B-F-18-1BS-1 with CDC in accordance with the agreement below.

STATE OF OHIO
STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COMMUNITY DEVELOPMENT PROGRAM
CFR 63-1-22

GRANT AGREEMENT

FILE NUMBER: 180807

GRANT NUMBER: B-F-18-1BS-1

This Grant Agreement ("Agreement") is made and entered into between the Ohio Development Services Agency located at 77 South High Street, P.O. Box 1000, Columbus, Ohio 43263-1000 (the "Agency") and Madison County Board of Commissioners located at 119 Park St., Leipsic, Ohio 43040 (the "County") for the period beginning September 1, 2018 and ending October 31, 2018 (the "Term").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has loaned and authorized by the United States to the State of Ohio for community and economic development and has made available a grant to the State of Ohio (the "Grant").

B. Grantee, through its Office of Community Development, has had developed and approved a needs, analysis and economic development grant. Grantee has received and received approval to receive a grant from the State of Ohio, and to provide technical assistance to the community and economic development program.

C. Grantee has submitted to Agency an application, which has attached hereto but is incorporated herein by reference in full, and both parties, having first a list of activities therein related to the "Project" or "activity" as defined in the Project, and Grantee has approved the Project.

WORK DESCRIPTION: In consideration of the foregoing and the mutual promise and agreement hereunder set forth, the parties hereby agree as follows:

TERMS OF THE AGREEMENT

1. **Award of Grant Funds.** Grantee hereby grants to Agency in full the amount of \$40,000.00 (the "Grant Funds") for the term and amount specified in the performance of the Community Development Program, and to provide the Project(s) as listed in Attachment A, "Scope of Work", which includes needs, needs, analysis, and economic development, and to provide the Project(s) as listed in Attachment A, "Scope of Work", which includes needs, needs, analysis, and economic development, and to provide the Project(s) as listed in Attachment A, "Scope of Work", which includes needs, needs, analysis, and economic development.

2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantee may from time to time, as it deems appropriate and necessary, amend the Project(s) and requests and provide notice and direction to Agency regarding the performance of work described in this Agreement. Grantee shall comply with such requests and shall not request the modification of Grantee. These requests and requests shall ensure the satisfactory completion of the work contemplated under this Agreement.

3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and for expenses that are approved by Agency, including but not limited to, but not limited to, the Project(s) as listed in Attachment A, which includes needs, needs, analysis, and economic development, and to provide the Project(s) as listed in Attachment A, "Scope of Work", which includes needs, needs, analysis, and economic development, and to provide the Project(s) as listed in Attachment A, "Scope of Work", which includes needs, needs, analysis, and economic development.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant term. Grantee shall not request any extension of the term of this Agreement except by the Grant Funds.

5. **Payment of Grant Funds.** Payment of Grantee of the Grant Funds shall be made upon the timely submission to Agency of a "Request for Payment of Grant Funds" as listed in Attachment B, which includes needs, needs, analysis, and economic development, and to provide the Project(s) as listed in Attachment A, "Scope of Work", which includes needs, needs, analysis, and economic development.

6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All documents 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.

7. **Reporting Requirements.** Grantee shall submit to Agency the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with ODC 1241 – Grant Operations and Financial Management Policy.

8. **Grantee Ethics Statement.** Grantee shall comply with Agency's Program Policy Manual, located on the Agency's Intranet, and ODC 1241-1001, which may be amended and updated from time to time. Grantee shall comply with insurance and qualifications contained in Attachments D and E, which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement, such records as are required by Agency, including but not limited to, financial reports, files and pertinent information, program and work reports. The parties further agree that records required by Agency with respect to any questioned costs, audit disallowances, litigation or dispute between Grantee and Agency shall be maintained by the Grantee for the duration of any such issue. If for any reason Grantee shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, re-provide all such records related to the Project(s) from its other records or system.

10. **Inspection.** At any time during normal business hours upon five days prior written notice and as often as Agency may deem necessary and in such a manner as not to be too unreasonably with the normal business operations, Agency shall make available to Agency, and to appropriate state agencies or officials, for inspection, all of the records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Agency to audit, examine and make a copy or transcript from such records.

11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection forms and reporting package as described in 2 CFR 201 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the audit report(s) or nine months after the end of the audit period. In addition, Grantee must notify the Agency when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to audit@development.ohio.gov and must include a copy within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In the event of an addition to the notification, Grantee may electronically submit their single audit report to audit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P.O. Box 1000, Columbus, Ohio 43263-1000.

12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in Section 115.111 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 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-stated 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-stated 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 contracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Minimum Wage Rates and Labor Standards.** In the construction 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 8 to the extent that such activity is subject to the Davis Bacon Act (40 United States Code (U.S.C.) 3141 to 3146, 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 class of laborers and mechanics employed on projects of a character similar to the contract work in the civil jurisdiction 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 3703. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to the above-mentioned applicable federal and state laws and regulations.

In the event that the construction work is to be undertaken in a state within the purview of the Davis Bacon Act, and neither the federal government nor any of its agencies personnel prescribed minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.18, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government regarding the funds to Grantee for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Agency for any cost of Grantee which is disallowed by the federal agency and which must be returned to the Agency by Grantee.

2018-10-30 10:00 AM
MADISON COUNTY BOARD OF COMMISSIONERS

Government Forms and Supplies E 18076 SKV

1. In the case of the Grantee:

Ohio Development Services Agency
Office of County Development
77 South High Street, P.O. Box 1251
Columbus, Ohio 43261-9311
Attn: County Office

2. In the case of Grantee, Inc.

Madison County Board of Commissioners
18 West 28
London, Ohio 43130-0288
Attn: Mark Farrel, President

- 1. **Assignment or Modification.** After entry into any time during the term of this Agreement required amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Administration Request for Proposals or modification of this Agreement shall be in writing and of equal force and effect as the original of such change. The parties shall submit the request for modification to the State of Ohio and upon receipt by the State of Ohio shall be subject to the modification of this Agreement, and in the event of all the terms, approval, and execution of the same remain as the original Agreement. Additional Administration for CDD 1041 - Grant Operations and Project Management Policy.
- 2. **Process.** The use of any dispute resolution shall be deemed to include all the other parties, and the use of any dispute resolution shall be deemed to include the grant, and the use, whenever the contract is complete.
- 3. **Waiver.** Sections hereto contained in this Agreement are intended to be enforceable only and shall not be deemed to be a part of this Agreement.
- 4. **Assignment.** Notwithstanding to any other party, all the rights, obligations, and duties herein shall be assigned, transferred or subleased by Grantee without the prior approval of the County. All other provisions herein shall remain in full force and effect.
- 5. **Permissible Expenses.** If "travel expenses" as defined in Ohio Administrative Code Section 139.02 (the "Code") are used in the project or are subject to reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantee shall not pay any fees that are deemed to be non-reimbursable travel expenses under the Express P.A.A. when purchased by the Grantee or Grantee or its respective employees or agents.
- 6. **Entire Agreement.** Each and all the terms and conditions of this Agreement shall relate to and bind the parties to the terms of Grantee, its successors and permitted assigns.
- 7. **Severability.** Any provision of this Agreement which by its nature, is intended to be enforceable or otherwise enforceable of this Agreement, including without limitation, any indemnification obligation, shall survive and shall survive the parties and all respective successors and permitted assigns.
- 8. **Counterparts and E-Execution.** This Agreement may be executed by multiple counterparts, each of which when taken together shall be deemed to be one and the same Agreement, and all of which when taken together shall constitute one and the same Agreement. Copies of signatures made by hand in ink or electronic signatures in a portable document format (PDF) shall be deemed to be original for purposes of this Agreement.

Signature: Each of the parties has executed this Grant Agreement to be considered as a signed representation of the date and contents of this respective signature as shown on the Execution Date.

COUNTY:

Madison County Board of Commissioners

Mark Farrel, President

By: Mark Farrel

Printed Name: MARK A. FARREL

Title: CHAIRMAN

Date: 10-30-18

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

Government Forms and Supplies E160716 BKY

DATE: 10/30/18

DATE: 10/30/18

OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY DEVELOPMENT PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET

OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY DEVELOPMENT PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET

WATER PROJECTS

Project Name	Location	Est. Cost	Est. Value	Notes
Madison County OH Water	02	10,000	10,000 (LAC)	
Madison County OH Water	02	20,000	20,000 (LAC)	
South State Corridor	40	20,000	20,000 (S)	
Total Available				

WATER PROJECTS

Project Name	County Code	Construction	Est. Value	Notes
Madison County OH Water	02	10,000	10,000 (LAC)	
Madison County OH Water	02	20,000	20,000 (LAC)	
South State Corridor	40	20,000	20,000 (S)	

WATER PROJECTS

Project Name/County Name	Units	Estimate
1 First Street, East of Expy	200	200,000 (LAC)
100	100,000 (LAC)	
200	200,000 (LAC)	
2 Third & Orange Streets	400	400,000 (LAC)
600	600,000 (LAC)	
100	100,000 (LAC)	
3 Park & Elm, Franklin	500	500,000 (LAC)
800	800,000 (LAC)	
1100	1,100,000 (LAC)	
1200	1,200,000 (LAC)	
200	200,000 (LAC)	
4 Street Improvements	100	100,000 (LAC)
600	600,000 (LAC)	
6 Street Improvements	400	400,000 (LAC)
200	200,000 (LAC)	
7 Madison & E. Housing	100	100,000 (LAC)
100	100,000 (LAC)	
3 Madison County OH Water	Presumed Class	Estimated
100	100,000 (LAC)	
4 South State Corridor	200	200,000 (LAC)

COMMUNITY DEVELOPMENT PROGRAM

MEMORANDUM

SEVERAL CONCERNS

1. **Grant for ADA.** The Agreement will specify the specific activities approved by the County and the State for which the grant will be used.

2. **Contractual Review Process.** Grant activities will be reviewed prior to the start of the grant period. The County will review the grant activities and the State will review the grant activities.

3. **Contract and Award.** The County will issue a Request for Proposal (RFP) for the grant activities. The RFP will be issued by February 15, 2018. The County will review the RFP and the State will review the RFP.

4. **Eligible Units.** The County will review the units to determine if they are eligible for the grant activities.

5. **Compliance with ADA.** The County will ensure that the grant activities comply with the Americans with Disabilities Act (ADA).

6. **Reporting Requirements.** The County will require the grant recipients to submit reports on a regular basis.

7. **Final Performance Report.** The County will require the grant recipients to submit a final performance report at the end of the grant period.

8. **Unit Eligibility.** The County will review the units to determine if they are eligible for the grant activities.

9. **Reporting Requirements.** The County will require the grant recipients to submit reports on a regular basis.

10. **Final Performance Report.** The County will require the grant recipients to submit a final performance report at the end of the grant period.

11. **Unit Eligibility.** The County will review the units to determine if they are eligible for the grant activities.

12. **Reporting Requirements.** The County will require the grant recipients to submit reports on a regular basis.

13. **Final Performance Report.** The County will require the grant recipients to submit a final performance report at the end of the grant period.

14. **Unit Eligibility.** The County will review the units to determine if they are eligible for the grant activities.

15. **Reporting Requirements.** The County will require the grant recipients to submit reports on a regular basis.

16. **Final Performance Report.** The County will require the grant recipients to submit a final performance report at the end of the grant period.

17. **Unit Eligibility.** The County will review the units to determine if they are eligible for the grant activities.

18. **Reporting Requirements.** The County will require the grant recipients to submit reports on a regular basis.

19. **Final Performance Report.** The County will require the grant recipients to submit a final performance report at the end of the grant period.

20. **Unit Eligibility.** The County will review the units to determine if they are eligible for the grant activities.

Records for each housing season must contain an agenda, sign-in sheet, minutes and a description of the activities.

6. **Develop and distribute fair housing information and materials** (e.g. posters, pamphlets, brochures or other informational materials) to a minimum of 10 area agencies, organizations, or public events (e.g. county fair, post office, employment services office, etc.) quarterly throughout the grant period. A Community Development Allocation recipient that also receives a Community Housing Impact and Preservation (CHIP) Program award must include the additional area agencies, organizations or public events in its distribution strategy. The local fair housing coordinator's telephone number (including a telephone number for the hearing impaired) must be included on all outreach materials. Records regarding the outreach strategy must include distribution locations, dates and a description of the type and quantity of distributed materials. If the County undertakes residential rehabilitation, residential new construction, or subsidized rental assistance or down payment assistance, it must provide fair housing information to each program applicant.

7. **Adopt additional marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP)** to CDBG or HOME-assisted community rehabilitation projects containing five or more units.

8. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with the CDBG Program Income Policy, incorporated by reference herein. Additional information is in CDD 15-04 - Program Income Policy.

9. **Project Completion Requirements.** All projects, as specified in Attachment A of this Agreement, must be completed, i.e., work finished by August 31, 2018. Any work not completed by this time may not continue without written approval by Grantor. There must also be a check in each contract, attached in whole or part with CDBG funds, which stipulates that work be completed to date from August 31, 2018.

10. **Disbursement Requests.** All Request for Payment and Status of Funds Reports from Grantee for the Grant Funds under this Agreement must be received by Grantor by September 30, 2018.

11. **Classified Requirements.**

a. **Final Performance Report for Grantee's program,** as described in Attachment C to this Agreement, must be submitted to Grantor by October 31, 2018.

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

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

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

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

a. A vacant unit that is in substandard condition (i.e., meets or exceeds local codes, and/or no local codes exist), current Residential Rehabilitation Standards (RRS) specified in Part I of the CDBG Housing Handbook. The CDBG Housing Handbook can be found on the CDBG website here: <https://development.ohio.gov/CDBG/housinghandbook/>

b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for re-habitation" as prescribed by Grantor; or

c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied by a person with a legal right to occupy the property at any time within the period beginning one year before the date of the execution of the agreement with the demolition contractor.

13. **Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the County's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the CDBG's current Residential Rehabilitation Standards (RRS) contained in Part II of the CDBG Housing Handbook. The CDBG Housing Handbook can be found on the CDBG website here: <https://development.ohio.gov/CDBG/housinghandbook/>.

Emergency home repair activities must meet the definition of "emergency" as included in the County's Housing Handbook. Grantee may not classify a repair as an emergency if it can be avoided using a local work away policy, or to complete rehabilitation work that does not meet the requirements included in the RRS.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT OBLIGATIONS TO THE STATE

The (Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG program to any unit of general local government located in a non-entitlement year unless such unit of general government certifies that:

- 1. It will utilize the development of persons as a result of activities included with such amount.
- 2. Its program will be developed and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2001 et seq) and the Fair Housing Act (42 USC 881-883), and that it will adequately fund the housing.
- 3. It is broadly based on participation plans which:
 - a. provides for and encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of urban and blighted areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(f), provides for participation of members of low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to the grant proposal and the use of the grant funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the best and type of assistance to be described by the grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the number of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled;
 - e. provides for a ready means to receive complaints and grievances, and to resolve them when practicable; and
 - f. considers how the needs of non-English speaking residents will be met in the case of public hearings when a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to shift the responsibility or liability of the grantee to the development and execution of the community development program.
- 4. It will not attempt to recover any capital costs of public improvements made either while or in part under Section 106 or with amounts resulting from a guarantee under Section 106 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment of cash as a condition of obtaining access to such public improvements, unless (i) such costs incurred under Section 106 are used to pay the proportionate cost for an assessment that satisfies the capital costs of such public improvements that are incurred from resources other than under this title, or (ii) in payment of assessing any amount against properties owned and occupied by persons of low and moderate income, the grantee certifies that the State funds allocated to such costs under Section 106 to comply with the requirements of clause (i).
- 5. In order to receive Title II funds, it will adopt and enforce a policy prohibiting the use of amounts derived by the enforcement agencies within its jurisdiction against any individuals engaged in residential CDBG development in accordance with Section 811 of Title 42, U.S.C. (the HUD 811 Appropriation Act).
- 6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the making of any cooperative agreement, or the extension, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the making of any cooperative agreement, or the extension, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

c. grants of all funds that the language of this certification be included in the award documents for all subcontracts of all items (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and Federal subgrants, subgrants, and contracts under grants, loans, and cooperative agreements;

This certification is a truthful 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 by Section 106, Title 42, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Government Forms and Supplies E-00761-SSV

1. In the case of the Grantee:

Ohio Department of Public Safety
Office of Community Development
27 South High Street, 8th Floor
Columbus, Ohio 43260-1000
Attn: Timothy O'Neil

2. In the case of the Grantor:

Madison County Board of Commissioners
111 Main St.
London, Ohio 43041-0001
Attn: Mark Fornell, President

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the date set forth below and their respective signatures are those of the Effective Date:

GRANTEE:
Madison County Board of Commissioners

Mark Fornell, President

By: Mark Fornell
Printed Name: MARK B. FORNELL

Title: President
Date: 10-30-18

GRANTOR:
State of Ohio
Department of Public Safety

David Goodman, Director

By: _____
Printed Name: _____
Title: _____
Date: _____

3. **Assignment or Substitution.** This grant may not be assigned or subordinated in whole or in part to any other party during the term of this Agreement except as may be permitted in writing by the grantor. Any assignment or subordination of this Agreement shall be subject to the approval of the grantor and shall not be binding until such approval is received in writing by the grantor. The grantor shall not be liable for any assignment or subordination of this Agreement, but it shall remain the responsibility of the assignee or subordinator to obtain the necessary approvals from the grantor.

4. **Payment.** The use of any public personnel or facilities included in this agreement, and the use of any systems and equipment included in this agreement, shall be subject to the grantor's approval.

5. **Liability.** Section headings included in this Agreement are provided for convenience only and shall not be deemed to be part of this Agreement.

6. **Assignment.** Neither this Agreement nor any rights, duties, or obligations created hereunder shall be assigned, subordinated, or otherwise transferred by either party without the prior express written consent of the other. All such transfers shall be subject to the grantor's approval.

7. **Permissible Expenses.** "Permissible expenses" as defined in Ohio Administrative Code Section 157.102 (The Expense Rule) shall not apply to this Agreement. The grantor shall not be liable for any expenses incurred by the grantee in the performance of its obligations under this Agreement, whether such expenses are incurred by the grantee or the grantor's employees or agents.

8. **Entire Agreement.** Each and all of the terms and conditions of this Agreement shall be set forth in the Grant of Use, to which this agreement is annexed and made a part hereof.

9. **Severability.** 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 arbitration clause, shall survive and shall be enforceable and shall not be subject to rescission or revocation.

10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when taken together shall be deemed to 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 original signatures for purposes of execution and proof of this Agreement.

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DATE: 10/22/18

OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY DEVELOPMENT PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET

VI. PROGRAMS

Project Name	Reschedule	Est. Person	Material (Est.)
Madison County OH Shelter	120	MANA	Material (Est.) (M)
Madison County OH Shelter	200	MANA	Material (Est.) (M)
South Side Shelter	400	MANA	Material (Est.) (M)
Total Activities	600		

VII. SERVICES

Project Name	County Name	Contract Number	Book Group Number	Activity Description
Madison County OH Shelter	Madison County	Madison County	All	Survey
Madison County OH Shelter	Madison County	Madison County	All	Material (Est.) (M)
South Side Shelter	Madison County	Madison County	All	Material (Est.) (M)

DATE: 10/22/18

OFFICE OF COMMUNITY DEVELOPMENT
2018 COMMUNITY DEVELOPMENT PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET

VIII. PERSONAL OUTCOMES

Project Name/Activity Area	Units	Outcomes
1 Fire Protection, Fire Dept	200	Fire Hydrants Installed
	100	Items of Equip. Purchased
	200	Water/Separ. Tank/24 Hr. Fire Dept.
2 Public Drainage Facilities	400	Collected (Cash) Units Included
	800.00	Linear Feet
	100	Materials Included
3 Public & Rec. Facilities	500	Items of Equipment Purchased
	800.00	Ex. Pl. of Material
	100.00	Parking Spaces
	1700.00	Square Foot of Structure
	200	Trees, Benches, Sidewalk and Parkben
4 School Improvements	100	Curbside Included
	600.00	Linear Feet
5 Street Improvements	400.00	Linear Feet
	200	Traffic Control (S) Signs Included
Madison Co. OH Shelter		
1 Fire Protection	100	Standard Fire Protection Program
Madison County OH Shelter		
1000 sq. ft. Community Ctr	Personal Care	Watered System
	100	Facility Constructed/Rehabbed
1000 sq. ft. Community Ctr		
1000 sq. ft. Community Ctr	200	Structure Demolished

COMMUNITY DEVELOPMENT AGREEMENT

ATTACHMENT

GENERAL CONDITIONS

1. **Grant Location.** This Agreement shall be executed by the County of Madison, Ohio, and the City of Madison, Ohio, and shall be enforceable in the County of Madison, Ohio.

2. **Continued Funding Availability.** Grant funding shall be available for the term of the Agreement, subject to the availability of federal, state, and local funds.

3. **Grant Administration.** The County of Madison, Ohio, shall be the grantee of the Agreement, and shall be responsible for the administration of the Agreement, including the submission of reports and the management of the grant funds.

Eligible Units

4. **Eligible Units.** The units eligible for funding under this Agreement shall be those units that are located within the City of Madison, Ohio, and that are owned by a low- and moderate-income household.

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7. **Eligible Units.** The units eligible for funding under this Agreement shall be those units that are located within the City of Madison, Ohio, and that are owned by a low- and moderate-income household.

Grant Use

8. **Grant Use.** The grant funds shall be used for the purpose of providing financial assistance to eligible households for the repair, renovation, or improvement of their units.

9. **Grant Use.** The grant funds shall be used for the purpose of providing financial assistance to eligible households for the repair, renovation, or improvement of their units.

10. **Grant Use.** The grant funds shall be used for the purpose of providing financial assistance to eligible households for the repair, renovation, or improvement of their units.

Reporting Requirements

11. **Reporting Requirements.** The grantee shall submit reports to the grantor on a regular basis, including information on the number of units assisted and the amount of funds expended.

12. **Reporting Requirements.** The grantee shall submit reports to the grantor on a regular basis, including information on the number of units assisted and the amount of funds expended.

13. **Reporting Requirements.** The grantee shall submit reports to the grantor on a regular basis, including information on the number of units assisted and the amount of funds expended.

Records for each testing session must contain an agenda, sign sheet, minutes and a description of the audience.

4. **Develop and distribute fair housing information and materials.** (e.g. posters, pamphlets, brochures or other informational materials) to a minimum of 10 area agencies, organizations, or public events (e.g. county fair, post office, employment services office, etc.) quarterly throughout the grant period. A Community Development Allocation recipient that also receives a Community Housing Incentive and Preservation (CHIP) Program award must include five additional area agencies, organizations or public events in its distribution strategy. The local fair housing coordinator's telephone number (including a telephone number for the hearing impaired) must be included on all outreach materials. Records regarding the outreach strategy must include distribution locations, dates and a description of the type and quality of distributed materials. If the Grantee undertakes residential rehabilitation repair, rehabilitated new construction, loan-based rental assistance or down payment assistance, it must provide fair housing information to each program applicant.

5. **Adopt effective marketing procedures and submit an Alternative Fair Housing Marketing Plan (AFHMP)** to OGD for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.

6. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with the OGD Program Income Policy, incorporated by reference herein. Additional information found in OGD 15-01-Program Income Policy.

7. **Project Completion Requirements.** All projects, as defined in Attachment A of this Agreement, must be completed, i.e., work finished, by August 31, 2020. Any work not completed by this time may not continue without written approval by Grantor. There must also be a change in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than August 31, 2020.

8. **Financial Reporting.** All Request for Payment and Status of Funds Reports from Grantee for the Grant Funds under this Agreement must be received by Grantor by September 30, 2020.

Other Requirements

9. **Final Performance Report.** Grantee's final performance report, as described in Attachment C to this Agreement, must be submitted to Grantor by October 31, 2020.

10. **Audit reports** must be submitted according to the timeliness and procedures set in Attachment C of this Agreement.

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

A low- and moderate-income dwelling unit is defined as a unit with a market 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:

- a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, current Residential Rehabilitation Standards (RRS) contained in Part II of the OGD Housing Handbook. The OGD Housing Handbook can be found on the OGD website here: <https://development.krc.com/OCGKnowledgePortal/>
- b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as presented by Grantor; or
- c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning one year before the date of the execution of the agreement with the demolition contractor.

12. **Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OGD's current Residential Rehabilitation Standards (RRS) contained in Part II of the OGD Housing Handbook. The OGD Housing Handbook can be found on the OGD website here: <https://development.krc.com/OCGKnowledgePortal/>.

Emergency home repair activities must meet the definition of "emergency" as included in Grantor's Housing Handbook. Grantee may not classify a repair as an emergency home repair unless it is a local walk away policy, or to complete rehabilitation activities that do not meet the requirements included in the RRS.

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11. **Special Condition on Land Based Fund.** The Special Condition applies only to residential with a total of 100 units... (text continues)

- 4. Within 60 days of the start of construction...
5. The only land sale...
6. The contractor...
7. Within 10 days...
8. Within 30 days...
9. There is a...
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11. Specific...
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12. **Revolving Loan Funds.** The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which revolving funds were committed in the Community Development Program application...

13. **Universal Identifier and Central Contractor Registration.** As a recipient of federal funds, the 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.

- 14. **Special Conditions**
a. Any CDBG-CDF...
b. If the...
c. The...

GOVERNMENT DEVELOPMENT PROGRAM

ATTACHMENT

LOCAL GOVERNMENT DEVELOPMENT FUND

The (Section 104 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the (CDBG) program to any part of general local government which is not determined from other such and general local government activities.

1. It had obtained the agreement of persons or a unit of authority existing with such amount.
2. Its program will be conducted and administered in conformity with the provisions of the Ohio Public Health Code (R.C. 3701.01) and the Federal Health Code (42 U.S.C. 4352) and that it had obtained the necessary approvals.
3. It is hereby a detailed action plan for the year:
 - a. provide for and encourage citizen participation with particular emphasis on participation by persons of low and moderate income who are members of ethnic and minority groups and women; with Section 104 funds as proposed to be used, and in the case of a project described in Section 104(b) provide for participation of members of low and moderate income neighborhood as directed by the local jurisdiction.
 - b. provide direct and measurable and timely access to local housing, education, and health services to Section 104 program area of the local jurisdiction, as explicitly required by the Secretary and shall be the actual funds under the title.
 - c. provide for technical assistance to groups representative of persons of low and moderate income that support such neighborhood development programs with the local and state agencies to be determined by the local jurisdiction.
 - d. provide for public hearings to obtain citizen input and to report to program and provide at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential beneficiaries, and will accommodate for the disabled.
 - e. provide for a timely written answer to citizen complaints and grievances, within 15 working days where practicable, and
 - f. insure that the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This program may not be conducted in a manner that is discriminatory on the basis of race, color, or national origin.
4. It will not attempt to receive any capital funds of public improvements assistance in whole or in part under Section 104 and will ensure that any amount under Section 104 by issuing any and all required reports and one or more completed by persons of low and moderate income, including any fee charges or assessment costs as a condition of obtaining access to such public improvements, unless (i) such amount under Section 104 are used to pay the portion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenues other than under the title, or (ii) the purpose of issuing any amount capital program is to provide for persons of low and moderate income, or other activities that are in the State 104 funds which funds received under Section 104 to comply with the requirements of Section 104.
5. It is to make that it has, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in peaceful civil rights demonstrations in accordance with Section 2781 of the Ohio Revised Code (R.C.) (Section 2781.01).
6. The child support office of the local government is hereby, in the best of its or her knowledge and belief, that:
 - a. no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the underlying federal contract and related Standard Form - 113, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. no person shall require that the language of this certification be included in the award documents for all subawards of all fees (including subcontracts, subgrants, and sublets under grants, loans, and cooperative agreements) and federal subgrants that orally and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction regulated by Section 1032, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$50,000 for each such failure.

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