

Subject: Grant Agreement – Approved – CDC

Dr. Xenikis moved per the request of Whitaker Wright, to approve the grant agreement for the PY2019 Community Housing Impact and Preservation Program (HOME). From September 1, 2019 through December 31, 2021.

PY2019 Community Housing Impact and Preservation Program

State of Ohio  
HOME Investment Partnerships Program  
Grant Agreement

MADISON COUNTY  
COMMISSIONERS  
NOV 27 2019 PM 2:00

This Grant Agreement ("Agreement") is made and entered into between the Ohio Development Services Agency, (the "Grantor"), and Madison County Board of Commissioners, (the "Grantee"), for the period September 1, 2019 to December 31, 2021.

Background Information

- A. Pursuant to the provisions of the Community Development Block Grant Act (CDBG), as amended (the "Act"), the United States Department of Housing and Urban Development (HUD) has been authorized by the Congress of the United States to make grants to states through the HOME Investment Partnerships Program ("HOME") and has made available a grant to the State of Ohio through Grantor.
- B. Grantor through its Office of Community Development, has been designated and empowered to make, administer and disburse HOME funds for housing activities in eligible cities in Ohio.
- C. Grantee has submitted to Grantor an application, which is not subject to HUD's incorporation by reference as if it were a part of HUD's rules, for a list of activities (each referred to individually as "Project" or collectively as "Projects"), and Grantee has agreed to the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties have agreed as follows:

Statement of the Agreement

- 1. Award of Grant Funds. Grantee hereby grants funds to Grantor in the amount of \$188,000.00 (the Grant Funds), for the sole and express purpose of providing for the performance of the program listed above, and in carrying out the Project(s) as listed in Attachment A: Scope of Work and Budget, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment B: Program Requirements, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may from time to time, and deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and all other requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
- 3. Use of Grant Funds. The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supportably audited, including, without limitation, the reports listed in accordance with the schedule set forth in Attachment C: Reporting Requirements, which is attached hereto, made a part hereof and incorporated herein by reference, following the methods and any and all interest on the Grant Funds shall be reported to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in

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accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts proportionally expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

- 4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in OGD 10-01: Grant Operations and Financial Management Policy.
- 5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantee reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
- 6. Accounting of Grant Funds. Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, receipts, and other data, as appropriate, evidencing the necessity of such expenditures. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
- 7. Reporting Requirements. Grantee shall submit to Grantor the reports required in Attachment C: Reporting Requirements. All records of the Grantee shall be maintained in accordance with OGD 10-01 – Grant Operations and Financial Management Policy.
- 8. Grantee Requirements. Grantee shall comply with Grantor's Program Policy Manual, located online at <http://www.cdhousing.com/CDH/CommunityDevelopment>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in Attachment D: Grantee Assurances and Certifications and Attachment E: Local Government Certifications to the State, which are attached hereto and made a part hereof.
- 9. Records, Access and Maintenance. Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, tables and pertinent information, program and audit reports. The parties further agreed that records required by Grantor with respect to any questioned costs, audit, disagreements, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
- 10. Inspections. At any time during normal business hours upon five 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 by appropriate state agencies or officials, for examination, all of its records with respect to

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records covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. An addend Grantor 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 203 Subpart F - Audit Requirements with the section 88 steps after receipt of the audit's report(s) or reports after the end of the audit period. In addition, Grantor must notify the Grantor of any audit reporting package submitted to the Federal Audit Clearinghouse. Notification shall be sent by single email development through and must include place with series (f) steps following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantor may electronically submit that single email report to single email development to grantor@mail or a copy of the single email report to Special Projects Coordinator, ADA Office, P. O. Box 100, Columbus, Ohio 43260-1001.

12. Equal Employment Opportunity. Grantor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, marital status, ancestry, veteran status, or any other factor prohibited in Section 15.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 894 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Grantor will take affirmative action to ensure that applicants are considered for employment and that employees are treated fairly in employment, without regard to the above-referenced classes. Grantor will, in all solicitations or advertisements for employees placed by or on behalf of Grantor, state that all qualified applicants will receive consideration for employment without regard to the above-referenced classes. Grantor 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 Grantor will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the execution of any project(s) which federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 16 to the extent that such activity is subject to the Davis-Bacon Act (49 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 classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the determination of the state within the work 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, 49 U.S.C. 3171 to 3178. Furthermore, Grantor shall require that all contractors and subcontractors shall comply with all applicable laws and regulations passed by these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken is not within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies possesses predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this project(s), Grantor will comply with the provisions of

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Ohio Revised Code (ORC) Sections 4116.03 to 4116.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Grant Funds. Grantor acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A: Scope of Work. Grantor shall fully indemnify Grantor for any cost of Grantor which is disallowed by said federal agency and which must be refunded thereto by Grantor.

15. Property and Equipment Purchases. All items purchased by Grantor are and shall remain the property of Grantor, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantor with any Grant Funds herein awarded shall revert to Grantor. Grantor shall provide for the security and safekeeping of all items retained through this Agreement.

16. Certification of Grant Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to Section 128.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

17. Termination

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
  - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
  - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
  - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
  - iv. Cancellation of the grant of funds from HUD.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstay for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

18. Effects of Termination. Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantor shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

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- 19. **Release and Waiver.** No act of negligence or failure to insist on the proper performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
- 20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work accomplished under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall disclose any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or indirectly, by transferee disclosure such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantee determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information is in OGD 15-01 - Resolving a Potential Conflict of Interest.
- 21. **Fiduciary.** Unless Grantee is an Ohio political subdivision and can prove to Grantor that it is self-insured, Grantee shall maintain fidelity and properly insure to cover enforceable legal claims by fidelity or loss which can be the result of injury to death of any person, damage to property (including property of Grantee) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall imply or transfer any such liability from one to the other.
- 22. **Adherence to State and Federal Laws, Regulations.**
  - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement. Upon completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all employment compensation, insurance premiums, workers compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
  - b. **Ethics.** Grantee, by its signature on this document, certifies: (i) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC Sections 102.01 et seq., 201.01, 201.02, 201.03, 201.04, 201.05, and 201.06; and (ii) it will take no action inconsistent with those laws, as any of them may be amended or updated over time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this

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Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- 23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 4.66(C)(4) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 4.66(C)(1). Any person who provides a false statement to assume economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC 149.43 and are open to public inspection unless a legal exemption applies.
- 26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in 2 CFR Part 180 and 2 CFR 202.4.
- 27. **Miscellaneous.**
  - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
  - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
  - c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or

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expenses is specified in the grant agreement, and the grantee shall be deemed to have accepted the terms and conditions of this Agreement.

4. Notwithstanding to the maximum extent possible, the grantee shall be held harmless by the grantor for any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against the grantee or its employees, agents, or representatives, arising out of or in connection with the performance of the grantee's obligations under this Agreement.

5. Notwithstanding to the maximum extent possible, the grantee shall be held harmless by the grantor for any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against the grantee or its employees, agents, or representatives, arising out of or in connection with the performance of the grantee's obligations under this Agreement.

6. In the case of County:

Ohio Department of Services  
One Columbus Center  
77 South High Street, P.O. Box 103  
Columbus, Ohio 43260-0103  
Attention: Chief

7. In the case of State:

Madison County Board of Commissioners  
111 North Lincoln Street  
Madison, Ohio 45751

8. In accordance with the provisions of the grant agreement, the grantee shall be held harmless by the grantor for any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against the grantee or its employees, agents, or representatives, arising out of or in connection with the performance of the grantee's obligations under this Agreement.

9. Notwithstanding to the maximum extent possible, the grantee shall be held harmless by the grantor for any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against the grantee or its employees, agents, or representatives, arising out of or in connection with the performance of the grantee's obligations under this Agreement.

10. Notwithstanding to the maximum extent possible, the grantee shall be held harmless by the grantor for any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against the grantee or its employees, agents, or representatives, arising out of or in connection with the performance of the grantee's obligations under this Agreement.

11. Notwithstanding to the maximum extent possible, the grantee shall be held harmless by the grantor for any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against the grantee or its employees, agents, or representatives, arising out of or in connection with the performance of the grantee's obligations under this Agreement.

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- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:

Grantor:

Madison County Board of Commissioners  
Mark Forrest, President

State of Ohio  
Development Services Agency  
Lydia L. Mihalko, Director

David Hunter

By: [Signature]  
Printed Name: DAVID B. HUNTER  
Title: Commissioner (Chair)  
Date: 10/29/19

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Attachment A: Scope of Work and Budget

| Grant Information |                                       |
|-------------------|---------------------------------------|
| Grantee           | Madison County Board of Commissioners |
| Address           | 510 West Stillman OH 43040            |
| County            | Madison                               |
| Phone             | 740.532.2977                          |
| Vendor ID         | 000058183                             |
| CEO               | Mark Fogel                            |
| CEO Title         | President                             |
| CEO Email Address | mark.fogel@bcow.com                   |

| Administrative Information |  |
|----------------------------|--|
| Administrative Contact     | Michelle Fogel                           |
| Address                    | 510 West Stillman OH 43040               |
| Phone                      | 514.425.2113                             |
| Administrative Contact     | Michelle Fogel                           |
| Title                      | Senior Director of Community Development |
| Email Address              | mifogel@bcow.com                         |

| Grant Information      |   |
|------------------------|---|
| CFDA                   | 15.822  |
| FY Number              | 31447015  |
| Program                | Community Housing Impact and Preservation Program |
| Grant Number           | BC-19-185-2                                       |
| Grant Award            | 489,600   |
| Program Representative | Kevin Duggan                                      |

| Grant Dates           |                    |
|-----------------------|--------------------|
| Award Date            | September 27, 2019 |
| Final Completion Date | October 31, 2021   |
| Draw Date             | November 30, 2019  |
| Grant Completion Date | December 31, 2021  |

**Project Description**  
 Madison County has applied for \$500,000 through the Community Housing Impact and Preservation (CHIP) Program. The CHIP Program eligible activities will be made available to qualified low- and moderate-income residents. The program activities are as follows: Owner Rehabilitation \$210,000 to complete 7 units; Rental Rehabilitation \$45,000 to complete 1 unit; Owner Home Repair \$100,000 to complete 7 units; Tenant-Based Rental Assistance \$45,000 to assist 8 households and will include the required Fair Housing component; and Housing Rehabilitation \$80,000 from the City of London.

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| Source of Funds           |                |                             |                      |
|---------------------------|----------------|-----------------------------|----------------------|
| Funder                    | Funding Amount | Fund Category               | Fund ID              |
| City of London            | \$82,000       | ODBG Housing Program Income | Grant                |
| Madison County            | \$14,000       | ODBG Housing Program Income | Grant                |
| Madison Community Housing | \$2,000        | State and Local Funds       | Landed / Owner Match |
| Grant Funds               | \$860,000      |                             |                      |

| Awarded Grant Budget  |                     |        |
|---|---------------------|--------|
| Project Category/Activity Name                              | ODBG Allocation     | Source |
| 1-Tenant-Based Rental Assistance/ Rental Housing Assistance | \$45,000.00         | HOME   |
| 3-Rehabilitation Assistance/ Private Rehabilitation         | \$105,000.00        | HOME   |
| 4-Administration / Fair Housing/2-General Admin             | \$28,000.00         | HOME   |
| <b>Total Awarded Funding Sources Budget:</b>                | <b>\$178,000.00</b> |        |

| Program Budget  |                     |        |
|---|---------------------|--------|
| Project Category/Activity Name                              | Total Total         | Source |
| 1-Repair Assistance/ Home / Building Repair                 | \$57,000.00         | CHTF   |
| 1-Repair Assistance/ Home / Building Repair                 | \$78,000.00         | ODBG   |
| 2-Tenant-Based Rental Assistance/ Rental Housing Assistance | \$45,000.00         | HOME   |
| 3-Rehabilitation Assistance/ Private Rehabilitation         | \$21,000.00         | ODBG   |
| 3-Rehabilitation Assistance/ Private Rehabilitation         | \$105,000.00        | HOME   |
| 3-Rehabilitation Assistance/ Private Rental Rehab           | \$45,000.00         | CHTF   |
| 4-Administration / Fair Housing/1-Fair Housing Program      | \$2,000.00          | ODBG   |
| 4-Administration / Fair Housing/2-General Admin             | \$26,000.00         | HOME   |
| 4-Administration / Fair Housing/2-General Admin             | \$32,000.00         | ODBG   |
| <b>Total Program Budget:</b>                                | <b>\$358,000.00</b> |        |

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| Category   | Number of Units | Percentage of Units | Assessment Method     |
|--|-----------------|---------------------|-----------------------|
| Payoff Assistance - Home Building Program              | 3               | 60%                 | Visual - Housing (VH) |
| Visual - Rental Assistance - Rental Housing Assistance | 2               | 60%                 | Visual - Housing (VH) |
| Visual - Rental Assistance - Private Rental Assistance | 13              | 60%                 | Visual - Housing (VH) |
| Visual - Rental Assistance - Private Rental Assistance | 3               | 100%                | Visual - Housing (VH) |

| Category   | Number of Units | Assessment Method        |
|--|-----------------|--------------------------|
| Visual - Rental Assistance - Private Rental Assistance | 140             | Visual - Rental          |
| Administrative Fee Housing Program                     | 140             | Standard Housing Program |
| Visual - Rental Assistance - Home Building Program     | 1100            | Visual - Rental - Over   |
| Visual - Rental Assistance - Private Rental Assistance | 700             | Visual - Rental - Over   |
| Visual - Rental Assistance - Private Rental Assistance | 400             | Visual - Rental          |

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Attachment B: Program Requirements

Home Investment Partnerships (HOME) Program

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
  
2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.
  - a. Grantee must submit a Request for Release of Funds (RRoF) and/or Environmental Review Certification by December 1, 2019, for all PF 2019 HOME Investment Partnerships (HOME) Community Housing Impact and Preservation (CHIP) Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantor will provide a written Notification of Noncompliance if Grantee fails to meet the December 1, 2019 deadline.
  
3. **Eligible Costs.**
  - a. Expenditures may only be made for those activities contained in Attachment A of this Agreement. In no case may expenditures be made for an activity considered ineligible under the HOME Investment Partnership regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Development Services Agency (ODSA) website here: <http://development.ohio.gov/csp/csp.htm>
  - b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the ODSA website here: <http://development.ohio.gov/csp/csp.htm>. Additional information found in OCD 18-01: Grant Operations and Financial Management Policy.
  - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.

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- 1. **Local Housing Requirements.** Grantee is required to identify local housing and preservation needs and develop a local housing strategy. The local housing strategy must be approved by the local housing authority. The local housing strategy must include the following:
  - a. A plan to identify housing needs and an estimate of the total number of units to be developed and preserved in the local housing authority. The local housing strategy must be approved by the local housing authority. The local housing strategy must include the following:
    - i. A plan to identify housing needs and an estimate of the total number of units to be developed and preserved in the local housing authority. The local housing strategy must be approved by the local housing authority.
    - ii. A plan to identify housing needs and an estimate of the total number of units to be developed and preserved in the local housing authority. The local housing strategy must be approved by the local housing authority.
  - b. A plan to identify housing needs and an estimate of the total number of units to be developed and preserved in the local housing authority. The local housing strategy must be approved by the local housing authority.
  - c. A plan to identify housing needs and an estimate of the total number of units to be developed and preserved in the local housing authority. The local housing strategy must be approved by the local housing authority.
  - d. A plan to identify housing needs and an estimate of the total number of units to be developed and preserved in the local housing authority. The local housing strategy must be approved by the local housing authority.

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- recipient that also receives a Community Housing Impact 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 quantity of distributed materials. If the Grantee undertakes residential rehabilitation/repair, residential new construction, tenant-based rental assistance or down payment assistance, it must provide fair housing information to each program applicant.
- f. Adopt affirmative marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP) to OCD for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.
- g. Ensure projects funded wholly or in part with HOME or CDBG funds comply with 24 CFR Part 5, Subpart L - Violence Against Women Act (VAWA).
- 5. **Program Income.** Any program income resulting from expenditures of HOME funds may be retained by the Grantee for use on additional eligible HOME activities in accordance with the Office of Community Development (OCD) Program Income Policy (15-04), incorporated by reference herein and HOME Program regulations in 24 CFR Parts 92.206 and 92.206. Eligible program income expenditures must follow the Grantee's OCD approved CHIP Policy and Procedure Manual and executed Housing Revolving Loan Fund Administrative Agreement, or receive prior written approval of Grantee. The Office of Community Development Program Income Policy can be found on the OCD website here: <https://development.forc.com/OCDKnowledgeArticles/article15-04-Program-Income-Policy>.
- 6. **Milestones.** The following milestones must be achieved for all activities (excluding Rental Assistance, Administration and Fair Housing) and for all OCD sources of funds:
  - a. The Environmental Review - Request for Release of Funds documentation must be submitted by December 4, 2019 or the Grantee will receive a Notification of Non-Compliance.
  - b. All OCD sources of funds combined must be at least 50 percent committed and at least 25 percent drawn by November 30, 2020 or there will be an automatic score reduction on the Grantee's next application.

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PY 2019 Community Housing Impact and Preservation Program

- c. HOME funds must be 100 percent committed and all CCD scores of funds committed must be at least 80 percent drawn by 3/31/2021. Any uncommitted HOME funds will be automatically rescinded. No further site address changes can be made, including hard and soft costs, without Grantor's pre-approval and probable penalty. If either finished (committed or drawn) is not met, there will be an automatic award reduction on the Grantor's next award. If both thresholds (committed and drawn) are not met, there will be an automatic score reduction on the Grantor's next application and an automatic award reduction on the Grantor's next award.

Committed is defined as having an executed contract and funds set up in Grantor's system except for Tenant-Based Rental Assistance projects (TBRA). TBRA funds are automatically committed upon the execution of this Agreement. Drawn is defined as having a request to draw funds submitted in Grantor's system. HOME funds must be drawn from the sources that are funded with multiple sources unless the project requires a specific source.

- 7. Project Completion Requirements. All projects, as identified in Attachment A of this Agreement, must be 100 percent completed and inspected, i.e. work finished and final inspection completed by October 31, 2021. Any work not completed and inspected by this time may not continue without written approval by Grantor. The Grantor must submit the CCD Final Inspection Report Narrative or Satisfaction Statement for every project address (except for TBRA projects) or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantor's next application. There must be a close in each contract, funded in whole or in part with HOME funds under this Grant Agreement, which stipulates that work be completed no later than October 31, 2021.

Project completion includes and requires a beneficiary file for all projects identified in Attachment A of this Agreement. Grantor must submit beneficiary data for every project address or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantor's next application.

- 8. Drawdown Requests. All committed HOME funds must be 100 percent drawn for eligible project expenditures by November 30, 2021 or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantor's next application.

9. Closeout Requirements.

- a. Final Performance Reports for Grantor's program, as described in Attachment C to this Agreement, must be submitted by Grantor by December 31, 2021.
- b. A beneficiary file is required for all projects identified in Attachment A of this Agreement. Beneficiary data must be submitted to CCD as part of the Final Performance Report.

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- c. If a Final Performance Report is not submitted by December 31, 2021, due to non-completion of the project, Grantor may request an extension and there will be a score reduction on the Grantor's next application.

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

- 10. Affordability Requirements. During the period of affordability, which shall commence upon project completion, and continue for a period of time as defined in 24 CFR Part 92, Grantor will undertake the following monitoring activities, and maintain documentation of such monitoring activities for three years after the period of affordability.

For Rental Projects:

- a. Annually review the tenants of the assisted project to verify that the units which received HOME assistance are occupied by low-income tenants as defined by Section 8 income guidelines.
- b. Annually review the rents charged to tenants residing in HOME assisted units to ensure compliance with the rent maximums for the HOME program as prescribed by HUD and as described in 24 CFR Part 92.262.
- c. Annually conduct a review to check for compliance with the Tenant and Participant Protections set forth in 24 CFR Part 92.253.
- d. Annually review the project owner's affirmative marketing efforts with respect to the units assisted with HOME funds to ensure compliance with 24 CFR Part 92.351.
- e. Site inspections must be conducted every three years to assure that all of the units that were assisted with HOME funds meets Section 8 Housing Quality Standards, as required by 24 CFR Part 92.504.

For Homeowner Programs:

- a. Review any and all transfers of the property to assure that it is affordable to purchasers subsequent to the original owner as set forth in 24 CFR Part 92.254.



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- 11. Failure to Meet the Period of Habitability Requirements. Failure to comply with the lease or receipt requirements means that (1) the original HOME-assisted homemaker no longer occupies the unit as his or her principal residence (i.e., unit is rented or vacant), or (2) the home was sold during the period of habitability and the applicable lease or receipt provisions were not enforced. In cases of non-compliance under either lease or receipt provisions, the Grantee must repay to the State of Ohio for assistance to the HOME Investment Fund in accordance with §92.033), any outstanding HOME funds invested in the housing. The amount subject to repayment is the total amount of HOME funds invested in the housing (i.e., any HOME development subsidy to the developer plus any HOME down payment or other assistance (e.g., closing costs) provided to the homemaker) minus any HOME funds already repaid (i.e., payment of principal on a HOME loan). Any amount paid on the loan is considered program income and cannot be counted against the outstanding HOME investment amount. Note that non-compliance with principal residence requirements by a homemaker under a receipt provision is not a barrier. Consequently, to avoid the Grantee must repay is not subject to provision or other restrictions included in its receipt provisions.

The Grantee must repay the HOME investment in accordance with §92.033(1) whether or not it is able to recover any portion of the HOME investment from the non-compliant homemaker. Therefore, it is crucial for the Grantee to have contractual mechanisms in its written agreements with homemaker to protect its investment and minimize its risk in HOME-assisted homemaker projects in the event of non-compliance by the homemaker.

- 12. Prohibition of Fees. The Grantee and its contractors are prohibited from charging service, origination, processing, inspection, or other fees for the costs of administering a HOME program, except as permitted by § 92.040(3).
- 13. Anti-displacement and Relocation Certification. Grantee certifies that it will replace all occupied and vacant occupied low- and moderate-income housing units that are demolished or converted to a use other than as 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 such expenses are included in this category. Grantee also certifies that it has adopted an Anti-displacement and Relocation Assistance Plan, which is included in its Policies and Procedures Manual.
- 14. Clearance, Conversion, or Acquisition of Dwelling Units. Any and all occupied rental units and all vacant occupied low- and moderate-income units (partial or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under this Agreement must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

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

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

- 1. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local codes exist, OGD Residential Rehabilitation Standards (RRS)) outlined in Part III of the OGD Housing Handbook. The OGD Housing Handbook can be found on the OGD website here: <https://www.ohio.gov/web/ocd/ohio-rehabilitation-standards-housing-handbook>
- 2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by OGD, or
- 3. A vacant dwelling unit in any condition (standard or substandard) that has been occupied by a person with a legal right to occupy the property at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.

- 15. Housing Rehabilitation and Repair Activities. Housing rehabilitation and repair activities must be implemented in accordance with the OGD Housing Handbook and corresponding program application instructions. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OGD's Residential Rehabilitation Standards (RRS). The OGD Housing Handbook can be found on the OGD website here: <https://www.ohio.gov/web/ocd/ohio-rehabilitation-standards-housing-handbook>

Emergency home repair projects are defined as projects with the presence of a mild to threatening conditions where immediate action is determined necessary to meet a need of near-urgency. The conditions must pose an immediate threat to the health and safety of the occupant or to the structural integrity of the home.

- 16. Homeownership Activities. In accordance with 24 CFR 92.254(a)(3), HOME Investment Partnerships funded homeownership projects (i.e. Homemaker, New Construction activities) that have not been sold by an eligible homemaker within nine months of completion must be converted to a HOME rental unit that complies with all HOME requirements found at 24 CFR Part 92, for the period of applicability applicable to such rental units. The homemaker unit will be considered "sold" if the grantee has a written sales contract for the unit within the ninety days of completing project construction. Completing project construction shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local or state building final construction or rehabilitation has been completed and the project is ready for occupancy.

Government Forms and Supplies EI 9402580EA

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In accordance with 24 CFR 92.254, the grantee shall prepare a written agreement for the HOME funds that includes the following provisions to determine the appropriate amount of assistance necessary to assist the low-income household in achieving self-sufficiency and to ensure the household is able to pay the mortgage, utility and other bills, and to pay for other housing and related expenses.

ii. Provisions in Written Agreements

- i. **Responsibility.** Grantee is responsible for ensuring that HOME funds are used in accordance with program requirements. The use of contracts or other related legal agreements is the responsibility of the Grantee. The Grantee shall be responsible for the liability.
- i. **Affordability.** A separate, stand-alone written agreement for units receiving direct assistance must be executed and require housing assisted with HOME funds to meet the affordability requirements of § 92.252 or § 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
- i. **Project requirements.** Grantee shall be in compliance with project requirements in 24 CFR 92.251 subject to the amount of the Subsidy Amount, Underwriting, and Subsidy Layering, as applicable in accordance with the type of project assisted. At a minimum, HUD's current Underwriting Process must be utilized.
- ii. **Housing quality standard.** Grantee must require owners of rental housing assisted with HOME funds to maintain the housing in compliance with applicable Housing Quality Standards and local housing code requirements for the duration of the agreement.
- k. **Enforcement of the agreement.** Grantee must ensure enforcement for the benefit of the tenants. The means of enforcement may include liens on real property, deed restrictions, or covenants running with the land. The affordability requirements in § 92.252 must be enforced by deed restriction. Remedies for breach of the provisions are as specified in the written agreement.
- v. **Duration of the agreement.** Before entering into HOME funds by agreement, the grantee shall specify the period of affordability required by the § 92.252 or § 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.

PY 2019 Community Housing Impact and Preservation Program

- vi. **Provisions in written agreement.** At a minimum, the written agreement must include provisions concerning the following items:
  1. **Use of the HOME funds.** The agreement must describe the use of the HOME funds, including the tasks to be performed, a schedule for completing the tasks, and a budget. These items must be in sufficient detail to provide a sound basis for Grantee effectively to monitor performance under the agreement.
  2. **Affordability.** A separate, stand-alone written agreement for units receiving direct assistance must be executed and require housing assisted with HOME funds to meet the affordability requirements of § 92.252 or § 92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
  3. **Project requirement.** The agreement must require compliance with project requirements in 24 CFR 92.250 subpart F (Maximum per Unit Subsidy Amount, Underwriting, and Subsidy Layering, as applicable in accordance with the type of project assisted). At a minimum, HUD's current Underwriting Process must be utilized.
  4. **Housing quality standard.** The agreement must require owners of rental housing assisted with HOME funds to maintain the housing in compliance with applicable Housing Quality Standards and local housing code requirements for the duration of the agreement.
  5. **Enforcement of the agreement.** The agreement must provide for a means of enforcement by Grantee of the intended beneficiaries. The means of enforcement may include liens on real property, deed restrictions, or covenants running with the land. The affordability requirements in § 92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the provisions of the agreement.
  6. **Duration of the agreement.** The agreement must specify that the agreement is in effect for the period of affordability required by the § 92.252 or § 92.254.
  7. **Prohibition of fees.** The agreement must specify that contractors are prohibited from charging servicing, origination, processing, inspection, or other fees for the costs of administering a HOME program, except as permitted by § 92.214(b)(1).

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- k. Other program requirements. The agreed upon specific fee schedule shall be established in compliance with federal laws and regulations described in 24 CFR part 92.334(a)(1) except that the City does not assume the Grantee's responsibility for environmental review in § 92.332 of the Departmental Order process in § 92.337.
- 19. Quality Control is responsible for the oversight and management of the delivery operations of the HOME program, including the performance of all activities involving HOME loans from Grantee to ensure compliance with the requirements in § 92.334, and for taking appropriate action when performance problems arise. Risk Assessment. Grantee must review the performance of each contractor.
- 20. Other Program Requirements. The Grantee, on all carry over activities in compliance with all federal laws and regulations described in 24 CFR part 92 subpart M, except that the Grantee does not assume the State's responsibility for release of funds under § 92.332 and the Departmental Order process in § 92.337 described apply to the Grantee.
- 21. Universal Contractor 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 26. Information on registration is available at [www.sam.gov](http://www.sam.gov).
- 24. Special Conditions on Lead-Based Paint. The Special Condition applies only to residential units with a floor area of less than 1,000 square feet and with HUD funds when the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where lead-based paint is regulated by the Department of Health (DH) applies in that certain areas in the lead-based paint hazards or any lead-based paint hazards are identified as a result of the rehabilitation work project in 24 CFR Part 35.603. This Special Condition does not apply to units that are listed as exempt at 24 CFR Part 35.115 or that are within domestic leads at 24 CFR Part 35.130. For activities that are covered by this Special Condition, Grantee shall:
  - a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required by 24 CFR Part 35.130 and get a receipt from the occupant if they have received the pamphlet.
  - b. Use only lead-based paint contractors who have completed the EPA Renovation, Repair, and Painting (RRP) and Remodeler's Training Program at a training provider approved by ODH.
  - c. Use clearance technicians who are trained by an ODH approved training provider, or use a licensed Lead Abatement Inspector or a licensed Lead-Based Risk Assessor to clear units after rehabilitation.

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- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee and furnish such information to Grantee upon request.
- e. Maintain records in respect to project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allow Grantee to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the program, and which shall be made available for Grantee inspection upon request at any time during this three-year time period.
- g. Have a scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting (RRP) and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
  - 1) That the contractor shall make the project and its files available for inspection by Grantee and Grantee during normal business hours anytime while the renovation, rehabilitation, or paint repair is being completed. This includes the entire work site, work specifications, and any documents related to the project.
  - 2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
  - 3) That the contractor:

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FFY19 Community Housing Incentive and Preservation Program

- d) Submission of the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting (RRP) and Lead-based Paint Renovation, Repair, and Painting (RRPP) Program (or documentation that such persons are licensed abatement contractors or workers); and
- e) Site profile such documentation to Grants upon request
- 4) That Grantee will enter an agreement with any contractor who does not do the necessary renovating, or painting work in a lead-safe manner consistent with 24 CFR 35.69 to 35.84, and the HUD Guidelines for Evaluation and Control of Lead-based Paint Hazards in Housing, and who fails to correct the identified work practices.
- 5) That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead-safe manner.
- 6) That each HUD-assisted FFY19 subject to lead-based renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by OAC 6101-32-12.
- 7) That laboratory approval by the Director of the Ohio Department of Health shall include the analysis of all environmental samples.

22. Project Specific Conditions

- a. Grantee must utilize the Bank by acquisition, donation, and other forms and process fee as currently posted on the HUD website at [https://www.fhfa.gov/sites/default/files/2019-03/03192019\\_HUD\\_PDF\\_03192019.pdf](https://www.fhfa.gov/sites/default/files/2019-03/03192019_HUD_PDF_03192019.pdf) for more information and section 104.202 of the HUD Uniform Information Act. The fund, the method of determining value, the process for paying rates, and other considerations have been received from the source provided in the application form.
- b. As a result of the 2016 regulations regarding Rehabilitation and Real Property Acquisition for Federal and Federally Assisted Programs, HUD is progressively updating its Handbook 170, Lead-Based Renovation and Real Property Acquisition Handbook. Grantee must utilize the most current handbook for acquisition, renovation,

FFY19 Community Housing Incentive and Preservation Program

- and Section 104.20 of the handbook which is located at [https://www.fhfa.gov/sites/default/files/2019-03/03192019\\_HUD\\_PDF\\_03192019.pdf](https://www.fhfa.gov/sites/default/files/2019-03/03192019_HUD_PDF_03192019.pdf)
- c. Homebuyer counseling sessions must include a fair housing education component that includes information related to potential discriminatory actions related to housing, insurance and real estate practices including eviction and rental housing practices.
- d. Public Housing Agencies (PHAs) administering HOME Fund Rental Based Rental Assistance (RBRA) programs, may integrate waiting lists for rental-based assistance. Admission procedures for HOME RBRA are different from the PHAS. The HOME Fund TRVA program must be administered in compliance with HOME regulations (24 CFR 92.201) and is not subject to the HUD "One Stop" rule. Fair housing information must be given to all TRVA applicants. Grantee must provide fair housing training to the PHA.
- e. The value after rehabilitation of owner-occupied projects, with or without acquisition assistance, must not exceed 95 percent of the median purchase price for a area. To determine 95 percent of median value, use the HOME affordable homeownership limits for existing housing as published by the U.S. Department of Housing and Urban Development, or in accordance of the Fair R.R.A, as determined locally through market survey.

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

- Inferred estimate of value by qualified staff.
- Appraised including added value of rehabilitation.
- Tax assessment if based on market value of comparable units in post rehabilitation.

23. Cost Definitions

- a. Administrative Costs. The Program Budget requires the applicant to identify and budget administrative costs.

Costs that are necessary to manage the program, but which cannot be necessarily tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filing of the budget:

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- 1) HOME Act grants for residential projects of HUD units
- 2) Administrative costs related to the project
- 3) Design and construction costs related to the project, including but not limited to:
- 4) For more information, please see the HOME and CHIP regulations at 24 CFR Part 207, 24 CFR Part 520X, and 24 CFR Part 520R
- 5) Administrative costs related to the project, including but not limited to:
- 6) Design and construction costs related to the project, including but not limited to:
- 7) Paying the mortgage interest on the project's loan
- 8) Paying the mortgage interest on the project's loan
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24 CFR 92.207 (g) Staff and Overhead details Project Related "soft costs", and notes that they may be charged as administrative costs or as project costs under 92.206 (f) (6) and (7) (2) at the discretion of the participating jurisdiction. This includes all the project "soft costs" such as lead risk assessments, lead clearance tests, lab costs, mortgage lien recording fees and all inspections and testing required in Appendix A of the Residential Rehabilitation Standards (RRS). This includes tests conducted on wells, septic systems, furnaces and heating systems, wood destroying insects and pest inspections, as well as energy assessments. Only hard costs may be charged to a client's mortgage.

All hard and soft costs associated with a project must be separately tracked and detailed in each client file. A summary sheet must be in each client file for all costs which must be supported by proper documentation. The following are the requirements for methodologies associated with the tracking and paying of time (labor) spent by staff conducting work that will be charged to the unit as soft costs:

- 1) Consultants (nonprofit or for-profit entities under contract to administer a CHIP Program grant, or portion of a CHIP Program grant) could choose to charge an hourly rate or a per-unit cost (for example, \$60 per house for each initial inspection), whatever is in the contract. The contract must detail the amount and method of compensation. The tracking would be for whatever the charge is (units completed or hours worked).
- 2) Government employees paid an hourly fee will have to keep track of hours spent on each unit. Necessary documentation will include timesheets signed by the employee and authorized by the supervisor with times and dates.

Government Forms and Supplies: E11622305EA

PY 2019 Community Housing Impact and Preservation Program

Attachment C: Reporting Requirements

Grantee shall submit reports listed below as a requirement of this Agreement. Grantee shall provide a format for these reports and shall submit to Grantee on the proper completion of each report.

Allegations and expenses shall be made payable by Grantee, but shall not be considered a liability of Grantee in making additional and/or requests, nor in the charge or attribution of liability to the listed below.

1. Grantee shall submit to Grantee a Status Report within 30 days of the receipt by Grantee.
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 42 CFR 201.
4. Grantee shall maintain records, receipts, etc., for a period of five years after the final closing of this Agreement per 42 CFR 201.41. Grantee shall notify Grantee in writing upon this Agreement has met the necessary requirements of final closing.

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Attachment D: Grantee Assurances and Certifications

The following assurances will be contained in this Agreement between the Grantee and Grantee.

Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons as a result of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4301), and implementing regulations at 49 CFR part 24.
5. It will certify that it will comply with section 3 of the Housing and Urban Development Act of 1968 (42 U.S.C. 1701a), and implementing regulations at 24 CFR part 135.
6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of §70.466 and 42 U.S. Code § 5304.
7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
9. It will certify that it has complied with the following criteria related to assessments and fees:

Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefiting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public improvements' capital costs.

Where CDBG funds are used to pay all or part of public improvement cost, special assessments

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may be used to cover registration costs as follows:

- a. Special assessments to recover for OES funds may be made only against properties owned and occupied by those who own and reside in the home. Such assessments are not to be levied on vacant lots.
- b. Special assessments to recover for non-OES portion may be made provided that OES funds are used to pay the special assessment on behalf of all properties owned and occupied by the same owner or owners, except that OES funds need not be used to pay the special assessments on behalf of properties owned and occupied by non-OES tenants or leaseholders if the general registered contractor did not have selected OES funds to pay the assessments on behalf of the owner and non-OES tenants, leaseholders, or other persons. Funds collected from such special assessments are not program income.

Program funds may be used to pay all or part of special assessments levied against a property when such assessments are used to recover the required cost of eligible public improvements financed solely from revenues from OES funds, provided that:

- 2. The assessed property is the property in which the eligible cost of the improvements;
- 3. Installing the public improvements was carried out in compliance with requirements applicable to which assistance under the part of the OES regulations relating to environmental clean up and other public improvements; and
- 4. Installing the public improvements meets a defined public objective.

Special assessments cannot be paid for use or residence of one person when the public improvement has been selected as a public objective. To pay a special assessment for use or residence of one person must pay the whole assessment as a unit.

- 10. It will certify that the grant will be recorded and administered in conformity with the National Right to Life Act (42 U.S.C. 2003), the Fair Housing Act (42 U.S.C. 3604-3610) and implementing regulations.
- 11. Its activities concerning lead-based paint will comply with the requirements of 40 CFR 59, subparts A, R, J, K, and R.
- 12. It will comply with all applicable laws.
- 13. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts awarded by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
  - a. Contracts for more than the simplified acquisition threshold amount set at \$150,000, which in the interim adjusted amount determined by the Federal Acquisition Regulation and the Defense Acquisition Regulation Board as authorized by 41 U.S.C. 101, must address administration, execution, or legal remedies in relation to non-compliance with or breach of contract terms, and provide for such sanctions and penalties as appropriate.

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- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (50 FR 12318, 1985, 3 CFR Part, 1984-1986 Comp., p. 339), as amended by Executive Order 11315, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3149). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3149) as supplemented by Department of Labor regulations (29 CFR Parts 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3703). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in circumstances 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.

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Attachment E: Local Government Certifications to the State

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

- 1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
- 2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-26), and that it will affirmatively further fair housing.
- 3. It is following a detailed citizen participation plan which:
  - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
  - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
  - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
  - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
- 4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (j) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certifies to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).
- 5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in

- 1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
- 2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-26), and that it will affirmatively further fair housing.
- 3. It is following a detailed citizen participation plan which:
  - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
  - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
  - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
  - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
- 4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (j) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certifies to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).
- 5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in



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nonviolent civil rights demonstrations in accordance with Section 510 of Public Law 101-144 (the 1990 HUD Appropriations Act).

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

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

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