

ORDINANCE NO. 10-17 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPLY FOR COMMUNITY HOUSING IMPROVEMENT PROGRAM FUNDS TO THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS, AND TO ACCEPT GRANT FUNDS UNDER THAT PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the City of Oberlin adopted a Community Housing Improvement Strategy (CHIS) on February 7, 2004; and this Community Housing Improvement Strategy has been revised and updated for the period 2005-2009; and said update has been approved by the Ohio Department of Development; Office of Housing and Community Partnerships and is still considered to be in effect; and,

WHEREAS, one of the implementation measures described in our CHIS is an application for Community Housing Improvement Program (CHIP) grant funding to the State of Ohio, Department of Development, Office of Housing and Community Partnerships; and,

WHEREAS, the City of Oberlin has successfully administered seven (7) previous rounds of CHIP funding; and,

WHEREAS, the City of Oberlin desires to continue the implementation of its Community Housing Improvement Strategy in order to provide assistance to low and moderate income residents seeking to rehabilitate their properties; to low and moderate income residents seeking to purchase homes in Oberlin; and, to low income residents on the verge of foreclosure or eviction; and

WHEREAS, the City of Oberlin is devoted to furthering fair housing practices in Oberlin.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1: That the City Manager is hereby authorized and directed to immediately apply for funding for its Community Housing Improvement Program (CHIP) to the State of Ohio, Department of Development, Office of Housing and Community Partnerships, and to accept a grant award under that program.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this resolution were adopted in an open meeting of the Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the

citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

“In order to allow timely filing of an application for funding, the deadline for which is April 1, 2010”,

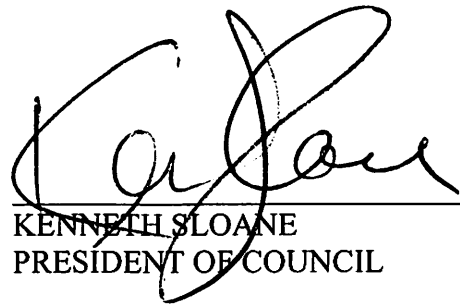
and shall take effect immediately upon passage.

APPROVED: 1st Reading - March 15, 2010 (S,E)
2nd Reading –
3rd Reading –

ATTEST:



BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL



KENNETH SLOANE
PRESIDENT OF COUNCIL

POSTED: 03/16/2010

EFFECTIVE DATE: 03/15/2010

06-07-11A10:43 RCVD FIVE 2010

STATE OF OHIO
LOW- AND MODERATE-INCOME (LMI) HOUSING TRUST FUND
COMMUNITY HOUSING IMPROVEMENT PROGRAM

GRANT AGREEMENT

F.T.I. Number: 346002073

Grant Number: S-C-10-2DA-1

This Grant Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Department of Development, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and the City of Oberlin located at 85 S. Main Street, Oberlin, Ohio 44074 (hereinafter variously referred to as the "Grantee"), the period beginning September 1, 2010 and ending December 31, 2012 (the "Grant Period").

BACKGROUND INFORMATION

A. Ohio Revised Code Section 174.02 created the Low- and Moderate-Income Housing Trust Fund ("HTF") in the State Treasury to provide housing and housing assistance for targeted low- and moderate-income families and individuals. The fund consists of fees collected by county recorders pursuant to Ohio Revised Code 319.63, grants, gifts, loan repayments and contributions of money including the earnings from the investment of the fund.

B. Pursuant to Ohio Revised Code Section 174.03(A), the Grantor is required to develop programs in accordance with the statute and any rules promulgated to make grants, loans, loan guarantees, and loan subsidies to benefit low- and moderate-income families and individuals.

C. Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Project(s).

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

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to the Grantee in the amount of **One Hundred Ten Thousand Dollars and no cents (\$110,000)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **LMI Housing Trust Fund, Community Housing Improvement Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto, and made apart hereof. The award of Grant Funds shall be contingent upon the special conditions as set forth in Attachment B, attached hereto, made a part hereof, and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as set forth in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by the Grantee and expended on activities included in Attachment A. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the 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 the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment allocation requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. Reporting Requirements. Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. Grantee shall comply with assurances and certifications contained in the Attachments D, and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. Grantee shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project(s), the Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three (3) days prior written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** Grantee shall ensure that the Funds are audited according to the requirements of Attachment E, "ODOD Grant Administration Guidelines-Audits."

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, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Prevailing Wage.** In accordance with the Ohio Revised Code Chapter 4115, Construction projects involving Ohio grant funds may require the payment of prevailing wage for workers involved in any construction activity on the project property during the course of construction of the defined project. The Ohio Department of Commerce, Bureau of Wage & Hour, will make any final determination on the matter of payment of Prevailing Wage. If it is determined by the Ohio Department of Commerce, Bureau of Wage & Hour, that the payment of prevailing wage is required, then in accordance with Ohio Revised Code Section 4115.071, the Grantee shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties and responsibilities required by law of a Wage Coordinator during the life of the grant. The parties agree that it is the responsibility and the duty of the Grantee to comply with all prevailing wage requirements as set forth in O.R.C. Chapter 4115, and which may be lawfully imposed by the Ohio Department of Commerce.

14. **Property and Equipment Purchases.** All items purchased by the Grantee are and shall remain the property of the Grantee, except if the Grantor exercises its right to terminate the Agreement pursuant to paragraph 16, in which case all property and equipment purchased by the Grantee with any Grant Funds herein awarded shall revert to the Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

15. **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 Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. **Termination.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Grant Funds for the stated purposes in this Agreement.

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

18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. **Conflict of Interest.** No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. **Liability.** Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

21. **Adherence to State and Federal Laws, Regulations.**

- a. **General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

- b. **Ethics.** In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

22. **Outstanding Liabilities.** Grantee affirmatively covenants 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 moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this award of Grant Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this award of Grant Funds, the Grantee shall be required to return all Grant Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

24. **Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

25. **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.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- c. **Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Office Chief

2. In case of the Grantee, to:

City of Oberlin
85 S. Main Street
Oberlin, Ohio 44074
Attn: Eric Norenburg, City Manager

f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

j. **Travel Expenses.** If travel expenses are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for such travel expenses in amounts not to exceed the maximum rates as determined by Ohio Administrative Code Section 126-1-02. (as such rules may from time to time be amended.)

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:

City of Oberlin

Eric Norenburg, City Manager

By:  _____

Name: ERIC NORENBERG


Title: CITY MANAGER

Date: OCTOBER 18, 2010

GRANTOR:

State of Ohio
Department of Development

Lisa Patt-McDaniel, Director
Ohio Department of Development

By:  _____

Name: _____

Title: _____

Date: 11/22/2010

OHIO DEPARTMENT OF DEVELOPMENT
 FY 2010 COMMUNITY HOUSING IMPROVEMENT PROGRAM
 PREPARED BY OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
 OHIO HOUSING TRUST FUND - ATTACHMENT A

DATE: 08/31/2010

PAGE 1 of 2

I. GENERAL DATA

Grantee.....: OBERLIN	Vendor ID #...: 0000102469	Total Population....: 8,195
Grant Number.: S-C-10-2DA-1	Application #: 054	Total Households....: 2,712
Award Amount.: \$ 110,000	Community Nbr: 2DA	Nbr.of Persons in Pov.: 1,206
County.....: Lorain	Rehab Contact: Gary Gallegos	% of Persons in Pov...: 15%
Housing Rep...: O / Heidi Crabtree	Rehab Phone #: 419-366-0929	Per Capita Income....: 20,704
App. Preparer: Patty Lines	Admin Agency.: Patricia A. Lines & Associates, Inc	% Paying >35% Housing: 36%
Community CEO: Eric Norenberg	Admin Contact: Patricia A. Lines	% Houses Blt Pre-1950: 35%
Title.....: City Manager	Title.....: President	% Hm.>1 Person Per Rm: 2%
Address.....: 85 South Main Street	Address.....: P.O. Box 457	% Houses W/O Plumbing: 1%
Oberlin, OH 44074	Avon, OH 44011-	
Phone Number.: 440-775-1531	Phone Number.: 440-892-7873	Admin Contact FAX Nbr: 440-892-7864
FAX Number...: 440-775-7208	EMAIL Address: plines@lines-assoc.com	
Ohio House...: 56 - Joe Koziura (D)	Ohio Senate...: 13 - Sue Morano (D)	

II. PROGRAM DATA

# Units Impacted - Owner Occupied: 6	OHCP Assisted Cost Per Unit.....: \$ 22,050
# Units Impacted - Rental.....: 0	Total Cost Per Unit.....: \$ 31,050
# Units Emergency Repaired.....: 11	OHCP Dollars For LMI Benefit.....: \$ 469,000
# Units Construction.....: 1	OHCP Percent For LMI Benefit.....: 99.78
# Households - Downpayment Asst...: 0	Leverage Ratio.....: 0.358 to 1
# Households - Rental Assistance...: 0	Total Local Program Income Funds...: \$ 40,000
# of Units Acq./Rehab or Constr...: 2	Included in the Activity Budget
Finance Mechanisms.....:	

III. PROJECT DESCRIPTION

The City of Oberlin will provide private owner rehabilitation assistance to six LMI households, two of which will be completed in the City's Area 5 target area. Home Repair assistance will be provided to eleven households at or below 50% LMI, two of which will be completed in the target area. Homeownership assistance will be provided to two LMI homebuyers. In conjunction with the local Habitat for Humanity affiliate, one homebuyer unit will be constructed in the target area. Emergency Monthly Housing Payment assistance will be provided to ten LMI households for the purpose of preventing homelessness, two of which will be completed in the target area. Two home maintenance classes will be provided as a public service.

OHIO DEPARTMENT OF DEVELOPMENT
 FY 2010 COMMUNITY HOUSING IMPROVEMENT PROGRAM
 PREPARED BY OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
 OHIO HOUSING TRUST FUND - ATTACHMENT A

DATE: 08/31/2010

PAGE 2 of 2


Grantee Community.....: OBERLIN
 Grant Number.....: S-C-10-2DA-1

IV. PROGRAM BUDGET

ACTIVITY	TOTAL COST	OHTF FUNDS	CDBG FUNDS	HOME FUNDS	OTHER FUNDS	SOURCE OF FUNDS	ACTIVITY PURPOSE
1.Homelessness Prevention	\$ 26,000	\$ 0	\$ 25,000	\$ 0	\$ 1,000	private	Public Ser.
2.Private Rehabilitation	\$ 231,000	\$ 0	\$ 0	\$ 231,000	\$ 0		Housing
3.Home/Building Repair	\$ 155,000	\$ 110,000	\$ 0	\$ 0	\$ 45,000	USDA/ PI	Housing
4.New Construction	\$ 95,000	\$ 0	\$ 0	\$ 20,000	\$ 75,000	Habitat for Humanity	Housing
5.Hsng Dev./Info/Counseling	\$ 3,000	\$ 0	\$ 3,000	\$ 0	\$ 0		Housing
6.Downpayment Asst/Rehab	\$ 140,000	\$ 0	\$ 0	\$ 80,000	\$ 60,000	banks	Housing
7.Fair Housing Program	\$ 7,000	\$ 0	\$ 1,000	\$ 0	\$ 6,000	Formula	Admin.
8.General Administration	\$ 52,000	\$ 0	\$ 25,000	\$ 27,000	\$ 0		Admin.
Total Project Costs	\$ 709,000	\$ 110,000	\$ 54,000	\$ 358,000	\$ 187,000		

V. PROGRAM OUTCOMES

ACTIVITY	LOCATION OF ACTIVITY	BENEFICIARIES		INC.	MEASURABLE OUTCOMES
		NUMBER	PERCENT	BEN.	
Homelessness Prevention	City-Wide	30.00	100.00%	L/M	10.00 Households Assisted
Private Rehabilitation	City-Wide	15.00	100.00%	L/M	6.00 Units Rehabbed - Owner
Home/Building Repair	City-Wide	31.00	100.00%	<=50%	11.00 Units Repaired - Owner
New Construction	Habitat - target area	3.00	100.00%	<=65%	1.00 Units Constructed-Owner
Hsng Dev./Info/Counseling	City-Wide	30.00	100.00%	L/M	2.00 FH Education Outreach
Downpayment Asst/Rehab	City-Wide	6.00	100.00%	L/M	2.00 Units Acquired, Rehabbed
Fair Housing Program	City-Wide	6,199.00	40.00%		1.00 FH Training Program
					1.00 FH Education Outreach
					1.00 FH Complaint System
					1.00 FH Analysis
					1.00 FH Coordinator
					1.00 FH CHIP Program Outcomes

P.M. & E: 

LOW- AND MODERATE-INCOME HOUSING TRUST FUND
COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

1. **GRANT EXECUTION.** This Agreement must be signed by the Grantee's authorized official, approved and returned to the Grantor within ten (10) working days. Failure to do so may result in the cancellation of this grant of funds.
2. **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 Low- and Moderate-Income Housing Trust Fund Program.
 - b. Amendments to this Agreement may only be made with prior approval by the Grantor.
3. **PROGRAM INCOME.** Any program income resulting from expenditures of the Grant Funds must be returned to the Grantor, unless the Grantee received prior approval from the Grantor.
4. **PROJECT COMPLETION AGREEMENTS.** All projects as identified in Attachment A of this Agreement must be completed, and work finished by **October 31, 2012**. Any work not completed by the aforementioned date may not continue without written approval by the Grantor. There must also be a provision in each contract, funded in whole or in part with funds available from this Agreement, which stipulates that work be completed no later than **October 31, 2012**.
5. **DRAWDOWN REQUESTS.** All drawdown requests from the Grantee for Grant Funds under this Agreement must be received by the Grantor by **November 30, 2012**.
6. **CLOSE-OUT REQUIREMENTS.** Final Performance Reports for the Grantee's program, as described in Attachment A of this Agreement, must be submitted to the Grantor by **December 31, 2012**.
7. **LOW-INCOME DESIGNATION.**
 - a. If applicable, Grantees that undertake activities that provide, or assist in providing, a rental housing project must reasonably ensure that the rental housing project will be affordable to those families and individuals targeted for the rental housing project for the useful life of the rental housing project or for thirty years, whichever is longer.
 - b. If applicable, Grantees that undertake activities that will provide, or assist in providing, a housing project must prepare and implement a plan to reasonably assist any families and individuals displaced by the housing project in obtaining decent affordable housing.
 - c. If applicable, Grantees shall give preference to viable projects and activities that will benefit those families and individuals whose income are equal to or less than thirty-five percent of the median income for the county.

- d. Grantee shall not violate Division (H) of Section 4112.02 of the Revised Code or discriminate against families with children.

8. **HOUSING REHABILITATION ACTIVITIES.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Non-Participating Jurisdiction Housing Handbook. In addition, the Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OHCP Residential Rehabilitation Standards (RRS).

Emergency home repair activities must meet the definition of "emergency" as included in the Grantor's Non-Participating Jurisdiction Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the Residential Rehabilitation Standards section of the Grantor's Non-Participating Jurisdiction Housing Handbook.

9. **PROJECT SPECIFIC CONDITIONS.** Grantee must notify the Grantor in writing, once the rehabilitation of the first three (3) housing units is completed. The notification must include the rehabilitation costs and the construction start and completion dates.

10. **SPECIAL CONDITION ON LEAD BASED PAINT**

1. The Special Condition applies only to units that undergo rehabilitation with HUD funds where the average HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to 24 CFR Part 35.930. This Special Condition does not apply to units that are listed as exempt at 24 CFR Part 35.115 or that are within de minimis levels at 24 CFR Part 25.1350. For activities that are covered by this Special Condition, the Grantee shall:
 - a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by 24 CFR35.130 and get a receipt from the occupant that they have received the pamphlet.
 - b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
 - c. Use clearance technicians who are trained by an ODH approved training provider, or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
 - d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by the Grantee, and furnish such information to ODOD personnel upon request.
 - e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows ODOD to inspect these records upon request at any time during the three (3) 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 the Grantee for a period of three (3) years after completion of the project, and which shall be made available for ODOD inspection upon request at any time during this three (3) year time period.
- g. Have work specifications prepared by persons who have, at a minimum, successfully completed the 1-day Renovator's and Remodeler's Training Program, or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the work specifications for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 1) That the contractor shall make available for inspection by ODOD staff, as well as the Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.
 - 2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - 3) That the contractor:
 - a) Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and
 - b) Shall provide such documentation to ODOD personnel upon request.
 - 4) That the Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with 24 CFR 35.900 to 35.940, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.
 - 5) That the Grantee will not pay for renovation, remodeling, or paint repair work done in a non lead-safe manner.
 - 6) That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by U.S. EPA as set forth in 40 CFR 745.227.

- 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.
- j. In carrying out this agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the Revised Code, in the civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- k. Grantee will incorporate the foregoing requirements of Section j in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

LOW- AND MODERATE-INCOME HOUSING TRUST FUND
COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT C

REPORTING REQUIREMENTS

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

All report forms and requirements listed herein shall be provided by the Grantor, but shall not be construed to limit the Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Six-Month Status Report beginning six months after the effective date of this Agreement.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. If the Grantee received \$100,000 or more in Grant Funds under this Agreement, an audit must be conducted according to the requirements of Attachment E, ODOT Grant Administration Guidelines - Audits.
4. Grantee shall retain all records, receipts, etc., for a period of five (5) years after the "Final Closeout" of this Agreement. Grantor shall notify the Grantee in writing once this Agreement has met the necessary requirements of "Final Closeout".
5. If applicable, the Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.

LOW- AND MODERATE-INCOME HOUSING TRUST FUND
COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT D

CERTIFICATIONS

Grantee hereby assures and certifies to the following conditions:

1. For any individual and/or family receiving assistance under the provisions of this Agreement that violates the program requirements, the Grantee may terminate assistance in accordance with a formal process as established by the Grantee. Such process must recognize the right of individual(s) affected, which may include a hearing.
2. To provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the following principles:
 - a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment to give preference in employment to persons on the basis of religion;
 - b. It will not discriminate against any person applying for shelter or any of the eligible activities under this part on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion; and
 - c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of shelter and other eligible activities under this part.

LOW- AND MODERATE-INCOME HOUSING TRUST FUND
COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT E

ODOD GRANT ADMINISTRATION GUIDELINES-AUDITS

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

Grantees receiving a state-funded grant award equal to or greater than \$100,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Division, P.O. Box 1001, Columbus, Ohio 43216-1001.

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

The audit report must include a schedule of ODOD-administered grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of ODOD-administered grants.

Single audits must be performed by an independent public accountant.

Single audits must be submitted to ODOD within 30 days of the date of the release, but no later than nine months after the end of the audit period.

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

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

Grant specific audits must be submitted to ODOD within 30 days of the date of the release, but no later than nine months after the end of the grant period.

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

ADDENDUM TO GRANT AGREEMENT

Provisions Implementing Executive Order 2010-09S Banning the Expenditure of Public Funds on Offshore Services

This Addendum is made effective as of the date of that certain Grant Agreement between the undersigned Grantee and the Ohio Department of Development, as Grantor (the "Agreement"). The following terms and conditions are incorporated in the Agreement as if fully re-written directly in the Agreement. This Addendum supersedes any conflicting or inconsistent terms of the Agreement.

I. EXECUTIVE ORDER REQUIREMENTS

Grantee affirms that it has read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland, that it shall abide by those requirements in the performance of the Agreement, and that it shall perform no services required to implement the project or program subject to the Agreement outside of the United States for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. For purposes of this Addendum and the Agreement in which its terms are incorporated, "services under the Agreement" and "services performed under the Agreement" means services required to implement the grant-supported project or program and for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. The Executive Order is provided as an attachment to this Addendum and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

Grantee also affirms, understands, and agrees to immediately notify Grantor of any change or shift in the location(s) of services performed under the Agreement by Grantee or its subgrantees or contractors, and no services performed under the Agreement shall be changed or shifted to a location(s) outside of the United States.

II. TERMINATION, SANCTION, DAMAGES

If Grantee or any of its subgrantees or contractors perform services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. Grantor is not obligated to pay and shall not pay for such services. If Grantee or any of its subgrantees or contractors perform any such services, Grantee shall immediately return to Grantor all grant funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of grant funds.

Grantor may, at any time after the breach, terminate the Agreement, upon written notice to Grantee. Grantor may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement. If Grantor determines that actual and direct damages are uncertain or difficult to ascertain, Grantor in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of the value of the Agreement (not to exceed the amount of grant funds disbursed prior to any termination of the Agreement).

Grantor, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding Grantor permitting a period of time to cure the breach or Grantee's cure of the breach, Grantor does not waive any of its rights and remedies provided Grantor in the Agreement, including, but not limited to, recovery of grant funds paid for services Grantee, its subgrantees or contractors performed outside of the United States, costs associated with corrective action, or liquidated damages.

III. ASSIGNMENT / DELEGATION

Grantee shall not assign any of its rights, nor delegate any of its duties and responsibilities under the Agreement without prior written consent of Grantor. Any assignment or delegation not consented to may be deemed void by Grantor.

Agreement Subject Matter:	S-C-10-2DA-1
Agreement Effective Date:	September 1, 2010

GRANTEE:

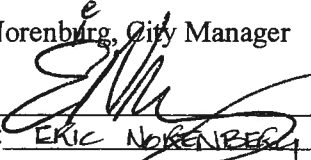
GRANTOR:


City of Oberlin

**State of Ohio
Department of Development**

Eric Norenburg, City Manager

Lisa Patt-McDaniel, Director

By: 
 Name: ERIC NORENBERG
 Title: CITY MANAGER
 Date: OCTOBER 18, 2010

By: 
 Name: _____
 Title: _____
 Date: 4/22/2012

STATE OF OHIO
HOME INVESTMENT PARTNERSHIPS PROGRAM
COMMUNITY HOUSING IMPROVEMENT PROGRAM
CFDA No. 14.239

06-07-11A10:43 RCVD 2010

GRANT AGREEMENT

F.T.I. Number: 346002073

Grant Number: A-C-10-2DA-2

This Grant Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Department of Development, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and the City of Oberlin, located at 85 S. Main Street, Oberlin, Ohio 44074, (hereinafter variously referred to as the "Grantee"), for the period beginning September 1, 2010 and ending December 31, 2012 (the "Grant Period").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (NAHA), 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 the Grantor.

B. Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse HOME funds for housing activities to units of general local government in Ohio.

C. Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Project(s).

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

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to the Grantee in the amount of **Three Hundred Fifty-Eight Thousand Dollars and no cents (\$358,000)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **HOME Investment Partnerships Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto, made a part hereof. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as set forth in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the 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 the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. If Grantee fails to comply with this requirement Grantor may withhold payment allocation requests until such compliance is demonstrated.

32. Reporting Requirements. Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. Grantee shall comply with assurances and certifications contained in the Attachments D, and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. Grantee shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project(s), the Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three (3) days prior written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

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

12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

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

15. 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 Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Grant Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

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

18. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. **Conflict of Interest.** No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

45. **Liability.** Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

21. **Adherence to State and Federal Laws, Regulations.**

a. **General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

b. **Ethics.** In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

22. **Affordability and Income Targeting.** Grantee must ensure that Projects assisted with HOME funds will meet the affordability requirements - outlined in 24 CFR Part 92.252 and/or 92.254, as applicable, and as referenced in Attachment B of this Agreement.

48. **Repayments.** All repayments, interest income, or return on investments which are a result of HOME assistance provided by the Grantee under this Agreement, and which are received by the Grantee, must be returned to the Grantor unless the Grantee obtains prior approval from the Grantor to use these Grant Funds for a specified HOME eligible activity.

24. Uniform Administrative Requirements. Grantee must comply with uniform administrative requirements, as described in 24 CFR Part 92.505.

25. Project Requirements. All Projects and units assisted with HOME funds must meet the requirements set forth in 24 CFR Part 92 Subpart F - Project Requirements.

26. Property Standards. Grantee must ensure that housing assisted with HOME funds is in compliance with Section 8 Housing Quality Standards and local housing code requirements as outlined in 24 CFR Part 92.251.

27. State Recipient Responsibilities for Written Agreements. Grantee must ensure that entities receiving HOME assistance comply with HOME regulations by including language in each written agreement for HOME assistance as outlined in 24 CFR 92.504 and also included in Attachment B, Special Conditions.

28. Conditions for Religious Organizations. Grant Funds used in connection with any religious organization must comply with the provisions of 24 CFR Part 92.257.

29. Outstanding Liabilities. Grantee affirmatively covenants 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 moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

30. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this award of Grant Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this award of Grant Funds, the Grantee shall be required to return all Grant Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

31. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

32. 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. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Office Chief

2. In case of the Grantee, to:

City of Oberlin
85 S. Main Street
Oberlin, Ohio 44074
Attn: Eric Norenburg, City Manager

f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:

GRANTOR:

City of Oberlin

State of Ohio
Department of Development

Eric Norenburg, City Manager

Lisa Patt-McDaniel, Director
Ohio Department of Development

By:  _____

By:  _____

Name: ERIC NORENBURG _____

Name: _____

Title: CITY MANAGER _____

Title: _____

Date: OCTOBER 18, 2010 _____

Date: 4/22/2012 _____

OHIO DEPARTMENT OF DEVELOPMENT
 FY 2010 COMMUNITY HOUSING IMPROVEMENT PROGRAM
 PREPARED BY OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
 HOME FUNDS - ATTACHMENT A

DATE: 08/31/2010

PAGE 1 of 2

I. GENERAL DATA

Grantee.....: OBERLIN	Vendor ID #...: 0000102469	Total Population.....: 8,195
Grant Number.: A-C-10-2DA-2	Application #: 054	Total Households.....: 2,712
Award Amount.: \$ 358,000	Community Nbr: 2DA	Nbr. of Persons in Pov.: 1,206
County.....: Lorain	Rehab Contact: Gary Gallegos	% of Persons in Pov...: 15%
Housing Rep...: 0 / Heidi Crabtree	Rehab Phone #: 419-366-0929	Per Capita Income.....: 20,704
App. Preparer: Patty Lines	Admin Agency.: Patricia A. Lines & Associates, Inc	% Paying >35% Housing: 36%
Community CEO: Eric Norenberg	Admin Contact: Patricia A. Lines	% Houses Blt Pre-1950: 35%
Title.....: City Manager	Title.....: President	% Hm.>1 Person Per Rm: 2%
Address.....: 85 South Main Street	Address.....: P.O. Box 457	% Houses W/O Plumbing: 1%
Oberlin, OH 44074	Avon, OH 44011-	
Phone Number.: 440-775-1531	Phone Number.: 440-892-7873	Admin Contact FAX Nbr: 440-892-7864
FAX Number...: 440-775-7208	EMAIL Address: plines@lines-assoc.com	
Ohio House...: 56 - Joe Koziura (D)	Ohio Senate...: 13 - Sue Morano (D)	

II. PROGRAM DATA

# Units Impacted - Owner Occupied: 6	OHCP Assisted Cost Per Unit.....: \$ 22,050
# Units Impacted - Rental.....: 0	Total Cost Per Unit.....: \$ 31,050
# Units Emergency Repaired.....: 11	OHCP Dollars For LMI Benefit.....: \$ 469,000
# Units Construction.....: 1	OHCP Percent For LMI Benefit.....: 99.78
# Households - Downpayment Asst...: 0	Leverage Ratio.....: 0.358 to 1
# Households - Rental Assistance...: 0	Total Local Program Income Funds...: \$ 40,000
# of Units Acq./Rehab or Constr...: 2	Included in the Activity Budget
Finance Mechanisms.....:	

III. PROJECT DESCRIPTION

The City of Oberlin will provide private owner rehabilitation assistance to six LMI households, two of which will be completed in the City's Area 5 target area. Home Repair assistance will be provided to eleven households at or below 50% LMI, two of which will be completed in the target area. Homeownership assistance will be provided to two LMI homebuyers. In conjunction with the local Habitat for Humanity affiliate, one homebuyer unit will be constructed in the target area. Emergency Monthly Housing Payment assistance will be provided to ten LMI households for the purpose of preventing homelessness, two of which will be completed in the target area. Two home maintenance classes will be provided as a public service.

OHIO DEPARTMENT OF DEVELOPMENT
 FY 2010 COMMUNITY HOUSING IMPROVEMENT PROGRAM
 PREPARED BY OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
 HOME FUNDS - ATTACHMENT A

DATE: 08/31/2010

PAGE 2 of 2

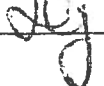
Grantee Community....: OBERLIN
 Grant Number.....: A-C-10-2DA-2

IV. PROGRAM BUDGET

ACTIVITY	TOTAL COST	HOME FUNDS	CDBG FUNDS	OHTF FUNDS	OTHER FUNDS	SOURCE OF FUNDS	ACTIVITY PURPOSE
1.Homelessness Prevention	\$ 26,000	\$ 0	\$ 25,000	\$ 0	\$ 1,000	private	Public Ser.
2.Private Rehabilitation	\$ 231,000	\$ 231,000	\$ 0	\$ 0	\$ 0		Housing
3.Home/Building Repair	\$ 155,000	\$ 0	\$ 0	\$ 110,000	\$ 45,000	USDA/ PI	Housing
4.New Construction	\$ 95,000	\$ 20,000	\$ 0	\$ 0	\$ 75,000	Habitat for Humanity	Housing
5.Hsng Dev./Info/Counseling	\$ 3,000	\$ 0	\$ 3,000	\$ 0	\$ 0		Housing
6.Downpayment Asst/Rehab	\$ 140,000	\$ 80,000	\$ 0	\$ 0	\$ 60,000	banks	Housing
7.Fair Housing Program	\$ 7,000	\$ 0	\$ 1,000	\$ 0	\$ 6,000	Formula	Admin.
8.General Administration	\$ 52,000	\$ 27,000	\$ 25,000	\$ 0	\$ 0		Admin.
Total Project Costs	\$ 709,000	\$ 358,000	\$ 54,000	\$ 110,000	\$ 187,000		

V. PROGRAM OUTCOMES

ACTIVITY	LOCATION OF ACTIVITY	BENEFICIARIES		INC.	MEASURABLE OUTCOMES
		NUMBER	PERCENT	BEN.	
Homelessness Prevention	City-Wide	30.00	100.00%	L/M	10.00 Households Assisted
Private Rehabilitation	City-Wide	15.00	100.00%	L/M	6.00 Units Rehabbed - Owner
Home/Building Repair	City-Wide	31.00	100.00%	<=50%	11.00 Units Repaired - Owner
New Construction	Habitat - target area	3.00	100.00%	<=65%	1.00 Units Constructed-Owner
Hsng Dev./Info/Counseling	City-Wide	30.00	100.00%	L/M	2.00 FH Education Outreach
Downpayment Asst/Rehab	City-Wide	6.00	100.00%	L/M	2.00 Units Acquired, Rehabbed
Fair Housing Program	City-Wide	6,199.00	40.00%		1.00 FH Training Program 1.00 FH Education Outreach 1.00 FH Complaint System 1.00 FH Analysis 1.00 FH Coordinator 1.00 FH CHIP Program Outcomes

P.M. & E: 

COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

1. **GRANT EXECUTION.** This Agreement must be signed by the Grantee's authorized official, approved by its governing body, and returned to the Grantor within ten (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 Environmental Release of Funds from the Grantor. Drawdown requests from the Grantee for specific activities under this Agreement will not be processed until the Grantee's Environmental Review process has been appropriately completed and accepted by the Grantor.

3. **ELIGIBLE COSTS.**

- a. Expenditures may only be made for those activities contained in Attachment A. In no case may an expenditure be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Submission.
- b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Submission.
- c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.

4. **FAIR HOUSING REQUIREMENTS.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving Community Development Program and/or Community Housing Improvement Program (CHIP) funds.

- a. Appoint one local fair housing coordinator for each Grantee, who is an employee of the unit of local government and will generally be accessible Monday through Friday. A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. The name of local contact and consultant/agency, if applicable, along with addresses and phone numbers must be printed in all fair housing materials and reported to OHCP.
- b. Conduct or maintain an Analysis of Impediments to Fair Housing Choice (AI) to determine impediments to fair housing choice. The AI will present a clear analysis of the information collected; identify any changes needed to correct or overcome impediments identified in governmental policies, real estate and lending institutions, zoning restrictions, etc.; include a specific plan of action; and include a timeline or schedule for the resolution of the identified problems or impediments. Grantee will have an on-going process for identifying all fair housing concerns and problems and for analyzing the local efforts in mitigating or remedying problems. At a minimum, the analysis and action undertaken will be updated annually.
- c. Establish and implement a process to receive fair housing complaints and forward the complaints to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), date of the referral, and any follow-up action.

- d. Annually, conduct training activities and provide education material to residents of project/activity areas, or targeted protected populations, in which CDBG or HOME activities planned to be undertaken. Additionally, provide training and information to at least, three (3) additional civic, social groups and/or schools in the community. Records will contain an agenda, sign-in sheet, minutes, a description of the audience, and any follow-up to occur for each training session.
- e. Develop and distribute fair housing information and materials (posters, brochures, or materials) quarterly throughout the grant period to a minimum of ten (10) public events, agencies or organizations (county fair, post office, employment services office, etc.). The telephone number (including a telephone number for use by the hearing impaired) of the local fair housing coordinator will be printed in this information or materials. Maintain a list of the places of distribution dates of distribution, and estimated quantities and types of material distributed.

Community Housing Improvement Program (CHIP) fair housing requirements are in addition to the CDBG Standard Fair Housing requirements listed above. The CHIP fair housing requirements include the following:

- Distribute fair housing information to all housing activity applicants and program participants including tenant based rental assistance applicants/participants. Information must include information related to potential discriminatory actions related to lending, insurance, and real estate practices including abusive or unfair lending practices;
- Distribute fair housing materials to at least five agencies, organizations, etc. which serve CHIP target areas and potential program participants;
- Provide at least one fair housing training for each Community Housing Improvement Program (CHIP) primary, supportive and secondary activity and for each targeted group and location;
- Provide owners of rental properties receiving assistance fair housing and tenant landlord training and/or information;
- Include information related to potential discriminatory actions related to lending, insurance, and real estate practices including abusive or unfair lending practices in all homebuyer educational or counseling activities; and
- Submit the Affirmative Fair Housing Marketing (AFHM) plans and affirmative marketing procedures for all CDBG and HOME assisted housing sale or rental projects containing five (5) or more units to OHCP Civil Rights Specialist. Grantees developing five (5) or more units for sale or rental must submit an affirmative marketing plan for review.

5. PROGRAM INCOME. Any program income resulting from expenditures of HOME funds must be expended in accordance with the HOME Program regulations in 24 CFR Parts 92.205 and 92.206.

6. PROJECT COMPLETION REQUIREMENTS. All projects, as identified in Attachment A of this Agreement, must be completed, i.e. work finished, by **October 31, 2012**. Any work not completed by this time may not continue without written approval by the Grantor. There must also be a clause in each contract, funded in whole or part with HOME funds under this Grant Agreement, which stipulates that work be completed no later than **October 31, 2012**.

7. DRAWDOWN REQUESTS. All funds must be drawn for eligible project expenditures by **November 30, 2012**. Grantor reserves the right to rescind all or part of the HOME Investment Partnerships funds that remain uncommitted at the end of the twelfth month of the grant program period.

8. CLOSEOUT REQUIREMENTS.

- a. Final Performance Reports for the Grantee's program, as described in Attachment C to this Agreement, must be submitted to the Grantor by **December 31, 2012**.
- b. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.

9. AFFORDABILITY REQUIREMENTS. During the period of affordability, which shall commence upon project completion, and continue for a period of time as outlined in 24 CFR Part 92, the Grantee 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 assure compliance with the rent maximums for the HOME program as prescribed by HUD and as described in 24 CFR Part 92.252.
- 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 assure compliance with 24 CFR Part 92.351.
- e. Annually review the project (or every two years if the project is four units or less) 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 92.253.

For Homeowner Acquisition 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.

10. ANTIDISPLACEMENT AND RELOCATION CERTIFICATION. Grantee certifies that it will replace all occupied and vacant occupiable low- and moderate-income housing units that are demolished or connected to a use other than as low-income dwelling 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 implementation expenses are included in this category. Grantee also certifies that it has adopted an Antidisplacement and Relocation Assistance Plan, which is included in its Policies and Procedures Manual.

11. CLEARANCE, CONVERSION, OR ACQUISITION OF DWELLING UNITS. Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under 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.

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

1. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OHCP Residential Rehabilitation Standards (RRS));
2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by OHCP; or
3. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning one year before the date of the execution of the agreement with the demolition contractor.

12. HOUSING REHABILITATION ACTIVITIES. Housing rehabilitation activities must be implemented in accordance with the Grantor's Non-Participating Jurisdiction Housing Handbook. In addition, the Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OHCP's Residential Rehabilitation Standards (RRS).

Emergency home repair activities must meet the definition of "emergency" as included in the Grantor's Non-Participating Jurisdiction Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the Residential Rehabilitation Standards (RRS) section of the Grantor's Non-Participating Jurisdiction Housing Handbook.

13. RESPONSIBILITIES AND WRITTEN AGREEMENTS.

- a. **Responsibilities.** Grantee is responsible for ensuring that HOME funds are used in accordance with all program requirements. The use of subrecipients, or contractors does not relieve the Grantee of this responsibility.

- b. **Executing a written agreement.** Before disbursing any HOME funds to any entity (e.g., for-profit housing developer, nonprofit organization, homeowner, contractor, community housing development organization, or PHA) the Grantee must enter into a written agreement with the entity ensuring compliance with the requirements of this part. A state recipient, subrecipient, or contractor must also enter into a written agreement before it disburses funds to any entity. The agreement remains in effect during the period for affordability under § 92.252 or § 92.254, as applicable, or if the entity is a subrecipient, during any period that the entity has control over HOME funds.
- c. **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 the Grantee effectively to monitor performance under the agreement.
 2. **Affordability.** The agreement must 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. **Repayments.** If the entity is a contractor, subrecipient, or state recipient, the agreement must state if repayment, interest, and other return on the investment of HOME funds are to be remitted to the participating jurisdiction or are to be retained for additional eligible activities by the entity.
 4. **Uniform administrative requirements.** If the entity is a subrecipient or state recipient, the agreement must require the entity to comply with applicable uniform administrative requirements, as described in § 92.505.
 5. **Project requirement.** The agreement must require compliance with project requirements in 24 CFR subpart F, as applicable in accordance with the type of project assisted.
 6. **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.
 7. **Other program requirements.** The agreement must require the entity to carry out each activity in compliance with all federal laws and regulations described in 24 CFR part 92 subpart H, except that the entity does not assume the participating jurisdiction's responsibilities for environmental review in § 92.352 or the intergovernmental review process in § 92.359.
 8. **Affirmative marketing.** The agreement must specify the entity's affirmative marketing responsibilities in accordance with § 92.351.

9. **Conditions for religious organizations.** Where applicable, the agreement must include the conditions prescribed in § 92.257 for the use of HOME funds by religious organizations.
10. **Requests for disbursements of funds.** The agreement must specify that the entity may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
11. **Reversion of assets.** If the entity is a subrecipient, the agreement must specify that upon expiration of the agreement, the entity must transfer to the state recipient or grantor any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
12. **Records and reports.** The agreement must specify the particular records that must be maintained and any information or reports that must be submitted in order to assist the Grantee in meeting its recordkeeping and reporting requirements.
13. **Enforcement of the agreement.** The agreement must provide for a means of enforcement by the Grantee or 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.

If the entity is a subrecipient or state recipient, the agreement must specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if the entity materially fails to comply with any term of the agreement, and that the agreement may be terminated for convenience in accordance with 24 CFR 85.44.

14. **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.
- d. **Monitoring.** Grantee is responsible for managing the day-to-day operations of its HOME program, for monitoring the performance of all entities receiving HOME funds from the Grantee to assure compliance with the requirements of this part, and for taking appropriate action when performance problems arise.
1. Not less than annually, the Grantee must review the activities of owners of rental housing assisted with HOME funds to assess compliance with the requirement of this part, as set forth in the written agreement under paragraphs (b) and (c) of this section. For multifamily housing, each review must include on-site inspection to determine compliance with housing codes and the requirements of this part. For rental housing containing one- to four-dwelling units an on-site review must be made once within each two-year period. The results of each review must be included in the Grantee's performance report and must be made available to the public.
 2. Not less than annually, the Grantee must review the performance of each contractor and subrecipient.

14. PROJECT SPECIFIC CONDITIONS.

- a. Grantee must utilize the voluntary acquisition, donation, and waiver forms and process that are currently posted on the OHCP Website at <http://www.odod.state.oh.us/cdd/ohcp/OHCPForms.htm> under Uniform Relocation Act. The format, the method of determining value, the process for providing notices, seller certifications have been modified from the forms provided in the application forms.
- b. As a result of the 2005 regulation changes for Relocation and Real Property Acquisition for Federal and Federally-Assisted Programs, HUD is progressively updating its Handbook 1378, Tenant Assistance Relocation and Real Property Acquisition Handbook. Grantee must utilize the most current handbook for acquisition, relocation, and Section 104(d) procedures which is located at <http://www.hudclips.org/sub nonhud/cgi/hudclips.cgi?hudclips>.
- c. Homebuyer counseling sessions must include a fair housing educational component that includes information related to potential discriminatory actions related to lending, insurance and real estate practices including abusive or unfair lending practices.
- d. Public Housing Authorities (PHA) administering HOME funded Tenant-Based Rental Assistance (TBRA) programs, may merge the waiting lists for tenant-based assistance. Admission procedures for HOME TBRA are different from the PHA's. The HOME funded TBRA program must be administered in compliance with HOME regulations (24 CFR 92.209) and is not subject to the HUD "One-Strike" rule. Fair housing information must be given to all TBRA applicants. Grantee must provide fair housing training to the PHA.

15. Special Condition on Lead Based Paint.

1. The Special Condition applies only to units that undergo rehabilitation with HUD funds where the average HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to 24 CFR Part 35.930. This Special Condition does not apply to units that are listed as exempt at 24 CFR Part 35.115 or that are within de minimis levels at 24 CFR Part 25.1350. For activities that are covered by this Special Condition, the Grantee shall:
 - a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by 24 CFR 35.130 and get a receipt from the occupant that they have received the pamphlet.
 - b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
 - c. Use clearance technicians who are trained by an ODH approved training provider, or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.

- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by the Grantee, and furnish such information to ODOD personnel upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows ODOD to inspect these records upon request at any time during the three (3) 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 the Grantee for a period of three (3) years after completion of the project, and which shall be made available for ODOD inspection upon request at any time during this three (3) year time period.
- g. Have work specifications prepared by persons who have, at a minimum, successfully completed the one-day **EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program**, or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the work specifications for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 1) That the contractor shall make available for inspection by ODOD staff, as well as the Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.
 - 2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - 3) That the contractor:
 - a) Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the **EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program** (or documentation that such persons are licensed abatement contractors or workers); and
 - b) Shall provide such documentation to ODOD personnel upon request.
 - 4) That the Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with 24 CFR 35.900 to 35.940, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.

- 5) That the Grantee will not pay for renovation, remodeling, or paint repair work done in a non lead-safe manner.
 - 6) That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by U.S. EPA as set forth in 40 CFR 745.227.
 - 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.
- j. In carrying out this agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the Revised Code, in the civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- k. Grantee will incorporate the foregoing requirements of Section j in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT C

REQUIRED REPORTS

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

All report forms and requirements listed herein shall be provided by the Grantor, but shall not be construed to limit the Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report beginning six months after the effective date of this Agreement.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in OMB Circular A-133 and the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook.
4. Grantee shall retain all records, receipts, etc., for a period of five (5) years after the "Final Closeout" of this Agreement. Grantor shall notify the Grantee in writing once this Agreement has met the necessary requirements of "Final Closeout."
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Funds provided under this Agreement.

COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT D

GRANTEE ASSURANCES

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

Grantee hereby assures and certifies that:

1. It possesses legal authority to apply for and accept the grant, and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing and acceptance of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. It has complied with all the requirements of the clearinghouse process and that either:
 - a. Any comments and recommendations made by or through clearinghouses will be considered and appropriate remedial action(s) will be taken; or
 - b. The required procedures were followed and no comments or recommendations were received.
4. It has facilitated or will facilitate citizen participation by:
 - a. Providing adequate notices for two public hearings ten (10) days in advance of the hearing;
 - b. Holding two (2) hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application. The first hearing must present all State CDBG programs and allow citizen input, while the second hearing must be held to discuss specific application proposals that the community intends to submit (the community need only hold the first hearing once annually to discuss the current fiscal year CDBG programs);
 - c. Providing for citizen participation by holding one public hearing when considering amendments to the community development program; and
 - d. It is following a detailed citizen participation plan which:
 - i. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which section 106 funds are proposed to be used, and in the case of a grantee described in section 106(a), provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;

- ii. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - iii. Provides for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;
 - iv. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
 - v. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - vi. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.
5. Its chief executive officer or other officer of applicant approved by the state:
 - a. Consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570 and to the Ohio Small Cities CDBG Program; and
 - b. Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
 6. The Community Development Program has been developed so as to give maximum feasible priority to activities, which will benefit low- and moderate-income families or aid in the elimination of slums or blight.

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

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

8. It will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.487, and State law and regulations regarding the administration and enforcement of labor standards;
 - b. The Provisions of the Davis-Bacon Act (46 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
 - c. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and
 - d. The Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
9. It will comply with all requirements imposed by HUD and the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with 24 CFR Part 85.
10. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
11. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1972, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
12. It will comply with:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-7), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. These regulations are codified at 24 CFR Part 1.

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

- b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended by the Fair Housing Amendments Act of 1988 (Pub. L. 100-430, 102 Stat. 1619) administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. Implementing regulations appear as 24 CFR Part 100 - 155.
- c. Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968.
- d. Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d) and 42 U.S.C. 5309), as amended, and the regulations issued pursuant thereto (24 CFR Part 6), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.
- e. Executive Order 11063 as amended by Executive Order 12259 to take all action necessary and appropriate to provide equal opportunity and nondiscrimination in the sale, leasing, rental, or other disposition of residential property and related facilities provided in whole or in part by Federal Assistance. Implementing regulations are codified at 24 CFR Part 107.
- f. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal and Federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, promotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- g. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that no otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. Implementing regulations are codified at 24 CFR Part 8 and 9.
- h. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157; 24 CFR Part 40) requirements for accessibility by physically handicapped persons.
- i. The Age Discrimination Act of 1975 (42 U.S.C. 6101) that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities receiving Federal financial assistance. Implementing regulations are codified at 24 CFR Part 146.

13. It will comply with Section III of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Implementing regulations are codified at 24 CFR Part 135.
14. It will:
 - a. To the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with Sections 303 and 304 of Title III, and implementing instructions of 49 CFR Part 24; and
 - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. Adopt, make public and certify that it is following a Residential Antidisplacement and Relocation Assistance Plan as described in 24 CFR Part 42.
15. It will:
 - a. Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42;
 - b. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act, as amended, and implementing instructions of 49 CFR Part 24 and 24 CFR Part 42 to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair and consistent manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
 - c. Assure that within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - d. Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations of 49 CFR Part 24 and 24 CFR Part 42.
16. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
17. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.

18. It will give the State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
19. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State and HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
20. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal assistance for construction or acquisition purposes for use in any area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
21. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - a. Consulting with State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
 - b. Complying with all requirements established by the State and HUD to avoid or mitigate adverse effects upon such properties.
22. It will comply with:
 - a. The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and 24 CFR Part 58;
 - b. Executive Order 11988, Floodplain Management;
 - c. Executive Order 11990, Protection of Wetlands;
 - d. The Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.);
 - e. The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661 et seq.);
 - f. The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271);
 - g. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. 300(f) et seq.);

- h. Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4831(b));
- i. The Clean Air Act of 1970, as amended (42 U.S.C. 7401 et seq.);
- j. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. 1251 et seq.);
- k. The Clean Water Act of 1977 (P.L. 95-217); and
- l. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (43 U.S.C. 6901 et seq.).
- 23. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 24. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of 24 CFR Part 35, subparts A, B, J, K and R.
- 25. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

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

1. 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;
2. 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
3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

06-07-11A10:44 RCVD

ADDENDUM TO GRANT AGREEMENT

**Provisions Implementing Executive Order 2010-09S
Banning the Expenditure of Public Funds on Offshore Services**

This Addendum is made effective as of the date of that certain Grant Agreement between the undersigned Grantee and the Ohio Department of Development, as Grantor (the "Agreement"). The following terms and conditions are incorporated in the Agreement as if fully re-written directly in the Agreement. This Addendum supersedes any conflicting or inconsistent terms of the Agreement.

I. EXECUTIVE ORDER REQUIREMENTS

Grantee affirms that it has read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland, that it shall abide by those requirements in the performance of the Agreement, and that it shall perform no services required to implement the project or program subject to the Agreement outside of the United States for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. For purposes of this Addendum and the Agreement in which its terms are incorporated, "services under the Agreement" and "services performed under the Agreement" means services required to implement the grant-supported project or program and for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. The Executive Order is provided as an attachment to this Addendum and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

Grantee also affirms, understands, and agrees to immediately notify Grantor of any change or shift in the location(s) of services performed under the Agreement by Grantee or its subgrantees or contractors, and no services performed under the Agreement shall be changed or shifted to a location(s) outside of the United States.

II. TERMINATION, SANCTION, DAMAGES

If Grantee or any of its subgrantees or contractors perform services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. Grantor is not obligated to pay and shall not pay for such services. If Grantee or any of its subgrantees or contractors perform any such services, Grantee shall immediately return to Grantor all grant funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of grant funds.

Grantor may, at any time after the breach, terminate the Agreement, upon written notice to Grantee. Grantor may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement. If Grantor determines that actual and direct damages are uncertain or difficult to ascertain, Grantor in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of the value of the Agreement (not to exceed the amount of grant funds disbursed prior to any termination of the Agreement).

Grantor, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding Grantor permitting a period of time to cure the breach or Grantee's cure of the breach, Grantor does not waive any of its rights and remedies provided Grantor in the Agreement, including, but not limited to, recovery of grant funds paid for services Grantee, its subgrantees or contractors performed outside of the United States, costs associated with corrective action, or liquidated damages.

III. ASSIGNMENT / DELEGATION


Grantee shall not assign any of its rights, nor delegate any of its duties and responsibilities under the Agreement without prior written consent of Grantor. Any assignment or delegation not consented to may be deemed void by Grantor.

Agreement Subject Matter:	A-C-10-2DA-2
Agreement Effective Date:	September 1, 2010

GRANTEE:

City of Oberlin

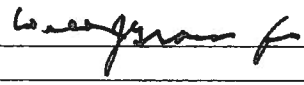
Eric Norenburg, City Manager

By: 
 Name: ERIC NORENBERG
 Title: CITY MANAGER
 Date: OCTOBER 13, 2010

GRANTOR:

**State of Ohio
 Department of Development**

Lisa Patt-McDaniel, Director

By: 
 Name: _____
 Title: _____
 Date: 11/22/2010

STATE OF OHIO
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY HOUSING IMPROVEMENT PROGRAM
CFDA No. 14.228

RECEIVED
SEP 14 2010
HCLP

GRANT AGREEMENT

F.T.I. Number: 346002073

Grant Number: A-C-10-2DA-1

This Grant Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Department of Development, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and the City of Oberlin, located at 85 S. Main Street, Oberlin, Ohio 44074 (hereinafter variously referred to as the "Grantee"), the period beginning September 1, 2010 and ending December 31, 2012 (the "Grant Period").

BACKGROUND INFORMATION

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

B. Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Project(s).

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

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to the Grantee in the amount of **Fifty-Four Thousand Dollars and no cents (\$54,000)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Housing Improvement Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as set forth in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the 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 the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. If Grantee fails to comply with this requirement Grantor may withhold payment allocation requests until such compliance is demonstrated.

7. Reporting Requirements. Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. Grantee shall comply with assurances and certifications contained in the Attachments D, and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. Grantee shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project(s), the Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. Inspections. At any time during normal business hours upon three (3) days prior written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

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

12. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

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

15. 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 Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Grant Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

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

18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. **Conflict of Interest.** No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. **Liability.** Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

21. **Adherence to State and Federal Laws, Regulations.**

- a. **General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

- b. **Ethics.** In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

22. **Outstanding Liabilities.** Grantee affirmatively covenants 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 moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this award of Grant Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this award of Grant Funds, the Grantee shall be required to return all Grant Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

24. **Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

25. **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.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- c. **Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.


- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
1. In case of the Grantor, to:
- Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Office Chief
2. In case of the Grantee, to:
- City of Oberlin
85 S. Main Street
Oberlin, Ohio 44074
Attn: Eric Norenburg, City Manager
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:

City of Oberlin


Eric Norenberg, City Manager

By:  _____
Name: ERIC NORENBERG
Title: CITY MANAGER
Date: OCTOBER 18, 2010

GRANTOR:

State of Ohio
Department of Development

Lisa Patt-McDaniel, Director
Ohio Department of Development

By:  _____
Name: _____
Title: _____
Date: 11/22/2010

OHIO DEPARTMENT OF DEVELOPMENT
 FY 2010 COMMUNITY HOUSING IMPROVEMENT PROGRAM
 PREPARED BY OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
 COMMUNITY DEVELOPMENT BLOCK GRANT - ATTACHMENT A

DATE: 08/31/2010

PAGE 1 of 2

I. GENERAL DATA

Grantee.....: OBERLIN	Vendor ID #...: 0000102469	Total Population.....: 8,195
Grant Number.: A-C-10-2DA-1	Application #: 054	Total Households.....: 2,712
Award Amount.: \$ 54,000	Community Nbr: 2DA	Nbr.of Persons in Pov.: 1,206
County.....: Lorain	Rehab Contact: Gary Gallegos	% of Persons in Pov...: 15%
Housing Rep...: 0 / Heidi Crabtree	Rehab Phone #: 419-366-0929	Per Capita Income.....: 20,704
App. Preparer: Patty Lines	Admin Agency.: Patricia A. Lines & Associates, Inc	% Paying >35% Housing: 36%
Community CEO: Eric Norenberg	Admin Contact: Patricia A. Lines	% Houses Blt Pre-1950: 35%
Title.....: City Manager	Title.....: President	% Hm.>1 Person Per Rm: 2%
Address.....: 85 South Main Street	Address.....: P.O. Box 457	% Houses W/O Plumbing: 1%
Oberlin, OH 44074	Avon, OH 44011-	
Phone Number.: 440-775-1531	Phone Number.: 440-892-7873	Admin Contact FAX Nbr: 440-892-7864
FAX Number...: 440-775-7208	EMAIL Address: plines@lines-assoc.com	
Ohio House...: 56 - Joe Koziura (D)	Ohio Senate...: 13 - Sue Morano (D)	

II. PROGRAM DATA

# Units Impacted - Owner Occupied: 6	OHCP Assisted Cost Per Unit.....: \$ 22,050
# Units Impacted - Rental.....: 0	Total Cost Per Unit.....: \$ 31,050
# Units Emergency Repaired.....: 11	OHCP Dollars For LMI Benefit.....: \$ 469,000
# Units Construction.....: 1	OHCP Percent For LMI Benefit.....: 99.78
# Households - Downpayment Asst...: 0	Leverage Ratio.....: 0.358 to 1
# Households - Rental Assistance...: 0	Total Local Program Income Funds...: \$ 40,000
# of Units Acq./Rehab or Constr...: 2	Included in the Activity Budget
Finance Mechanisms.....:	

III. PROJECT DESCRIPTION

The City of Oberlin will provide private owner rehabilitation assistance to six LMI households, two of which will be completed in the City's Area 5 target area. Home Repair assistance will be provided to eleven households at or below 50% LMI, two of which will be completed in the target area. Homeownership assistance will be provided to two LMI homebuyers. In conjunction with the local Habitat for Humanity affiliate, one homebuyer unit will be constructed in the target area. Emergency Monthly Housing Payment assistance will be provided to ten LMI households for the purpose of preventing homelessness, two of which will be completed in the target area. Two home maintenance classes will be provided as a public service.

OHIO DEPARTMENT OF DEVELOPMENT
 FY 2010 COMMUNITY HOUSING IMPROVEMENT PROGRAM
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 COMMUNITY DEVELOPMENT BLOCK GRANT - ATTACHMENT A

DATE: 08/31/2010

PAGE 2 of 2


Grantee Community....: OBERLIN
 Grant Number.....: A-C-10-2DA-1

IV. PROGRAM BUDGET

ACTIVITY	TOTAL COST	CDBG FUNDS	HOME FUNDS	OHTF FUNDS	OTHER FUNDS	SOURCE OF FUNDS	ACTIVITY PURPOSE
1.Homelessness Prevention	\$ 26,000	\$ 25,000	\$ 0	\$ 0	\$ 1,000	private	Public Ser.
2.Private Rehabilitation	\$ 231,000	\$ 0	\$ 231,000	\$ 0	\$ 0		Housing
3.Home/Building Repair	\$ 155,000	\$ 0	\$ 0	\$ 110,000	\$ 45,000	USDA/ PI	Housing
4.New Construction	\$ 95,000	\$ 0	\$ 20,000	\$ 0	\$ 75,000	Habitat for Humanity	Housing
5.Hsng Dev./Info/Counseling	\$ 3,000	\$ 3,000	\$ 0	\$ 0	\$ 0		Housing
6.Downpayment Asst/Rehab	\$ 140,000	\$ 0	\$ 80,000	\$ 0	\$ 60,000	banks	Housing
7.Fair Housing Program	\$ 7,000	\$ 1,000	\$ 0	\$ 0	\$ 6,000	Formula	Admin.
8.General Administration	\$ 52,000	\$ 25,000	\$ 27,000	\$ 0	\$ 0		Admin.
Total Project Costs	\$ 709,000	\$ 54,000	\$ 358,000	\$ 110,000	\$ 187,000		

V. PROGRAM OUTCOMES

ACTIVITY	LOCATION OF ACTIVITY	BENEFICIARIES		INC. BEN.	MEASURABLE OUTCOMES
		NUMBER	PERCENT		
Homelessness Prevention	City-Wide	30.00	100.00%	L/M	10.00 Households Assisted
Private Rehabilitation	City-Wide	15.00	100.00%	L/M	6.00 Units Rehabbed - Owner
Home/Building Repair	City-Wide	31.00	100.00%	<=50%	11.00 Units Repaired - Owner
New Construction	Habitat - target area	3.00	100.00%	<=65%	1.00 Units Constructed-Owner
Hsng Dev./Info/Counseling	City-Wide	30.00	100.00%	L/M	2.00 FH Education Outreach
Downpayment Asst/Rehab	City-Wide	6.00	100.00%	L/M	2.00 Units Acquired, Rehabbed
Fair Housing Program	City-Wide	6,199.00	40.00%		1.00 FH Training Program
					1.00 FH Education Outreach
					1.00 FH Complaint System
					1.00 FH Analysis
					1.00 FH Coordinator
					1.00 FH CHIP Program Outcomes

P.M. & E: 

COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

1. **GRANT EXECUTION.** This Agreement must be signed by the Grantee's authorized official, approved by its governing body, and returned to the Grantor within ten (10) working days. Failure to do so may result in the cancellation of this Agreement.

2. **ENVIRONMENTAL REVIEW REQUIREMENTS.** Grant activities cannot be implemented prior to Environmental Release of Funds from the Grantor. Drawdown requests from the Grantee for specific activities under this Agreement will not be processed until the Grantee's Environmental Review process has been appropriately completed and accepted by the Grantor.

3. **ELIGIBLE COSTS.**

- a. Expenditures may only be made for those activities contained in Attachment A. In no case may an expenditure be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Submission.
- b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Submission.
- c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.

4. **FAIR HOUSING REQUIREMENTS.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving Community Development Program and/or Community Housing Improvement Program (CHIP) funds.

- a. Appoint one local fair housing coordinator for each Grantee, who is an employee of the unit of local government and will generally be accessible Monday through Friday. A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. The name of local contact and consultant/agency, if applicable, along with addresses and phone numbers must be printed in all fair housing materials and reported to OHCP.
- b. Conduct or maintain an Analysis of Impediments to Fair Housing Choice (AI) to determine impediments to fair housing choice. The AI will present a clear analysis of the information collected; identify any changes needed to correct or overcome impediments identified in governmental policies, real estate and lending institutions, zoning restrictions, etc.; include a specific plan of action; and include a timeline or schedule for the resolution of the identified problems or impediments. Grantee will have an on-going process for identifying all fair housing concerns and problems and for analyzing the local efforts in mitigating or remedying problems. At a minimum, the analysis and action undertaken will be updated annually.
- c. Establish and implement a process to receive fair housing complaints and forward the complaints to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), date of the referral, and any follow-up action.

- d. Annually, conduct training activities and provide education material to residents of project/activity areas, or targeted protected populations, in which CDBG or HOME activities planned to be undertaken. Additionally, provide training and information to at least, three (3) additional civic, social groups and/or schools in the community. Records will contain an agenda, sign-in sheet, minutes, a description of the audience, and any follow-up to occur for each training session.
- e. Develop and distribute fair housing information and materials (posters, brochures, or materials) quarterly throughout the grant period to a minimum of ten (10) public events, agencies or organizations (county fair, post office, employment services office, etc.). The telephone number (including a telephone number for use by the hearing impaired) of the local fair housing coordinator will be printed in this information or materials. Maintain a list of the places of distribution dates of distribution, and estimated quantities and types of material distributed.

Community Housing Improvement Program (CHIP) fair housing requirements are in addition to the CDBG Standard Fair Housing requirements listed above. The CHIP fair housing requirements include the following:

- Distribute fair housing information to all housing activity applicants and program participants including tenant based rental assistance applicants/participants. Information must include information related to potential discriminatory actions related to lending, insurance, and real estate practices including abusive or unfair lending practices;
- Distribute fair housing materials to at least five agencies, organizations, etc. which serve CHIP target areas and potential program participants;
- Provide at least one fair housing training for each Community Housing Improvement Program (CHIP) primary, supportive and secondary activity and for each targeted group and location;
- Provide owners of rental properties receiving assistance fair housing and tenant landlord training and/or information;
- Include information related to potential discriminatory actions related to lending, insurance, and real estate practices including abusive or unfair lending practices in all homebuyer educational or counseling activities; and
- Submit the Affirmative Fair Housing Marketing (AFHM) plans and affirmative marketing procedures for all CDBG and HOME assisted housing sale or rental projects containing five (5) or more units to OHCP Civil Rights Specialist. Grantees developing five (5) or more units for sale or rental must submit an affirmative marketing plan for review.

5. PROGRAM INCOME. Any program income resulting from expenditures of CDBG funds must be expended in accordance with the Office of Housing and Community Partnerships (OHCP) Program Income Policy, incorporated by reference herein.

6. PROJECT COMPLETION REQUIREMENTS. All projects, as identified in Attachment A of this Agreement, must be completed, i.e. work finished, by **October 31, 2012**. Any work not completed by this time may not continue without written approval by the Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **October 31, 2012**.

7. DRAWDOWN REQUESTS. All drawdown requests from the Grantee for Grant Funds under this Agreement must be received by the Grantor by **November 30, 2012**.

8. CLOSEOUT REQUIREMENTS.

- a. Final Performance Reports for the Grantee's program, as described in Attachment C to this Agreement, must be submitted to the Grantor by **December 31, 2012**.
- b. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.

9. ANTIDISPLACEMENT AND RELOCATION CERTIFICATION. Grantee certifies that it will replace all occupied and vacant occupiable low- and moderate-income housing units that are demolished or converted to a use other than as low-income dwelling 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 implementation expenses are included in this category. Grantee also certifies that it has adopted an Antidisplacement and Relocation Assistance Plan, which is included in its Policies and Procedures Manual.

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

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

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

1. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OHCP Residential Rehabilitation Standards (RRS));
2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by the Grantor; or
3. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning one year before the date of the execution of the agreement with the demolition contractor.

11. HOUSING REHABILITATION ACTIVITIES. Housing rehabilitation activities must be implemented in accordance with the Grantor's Non-Participating Jurisdiction Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OHCP's Residential Rehabilitation Standards (RRS).

Emergency home repair activities must meet the definition of "emergency" as included in the Grantor's Non-Participating Jurisdiction Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the Residential Rehabilitation Standards (RRS) section of the Grantor's Non-Participating Jurisdiction Housing Handbook.

12. PROJECT SPECIFIC CONDITIONS.

- a. Grantee must utilize the voluntary acquisition, donation, and waiver forms and process that are currently posted on the OHCP Website at <http://www.odod.state.oh.us/cdd/ohcp/OHCPForms.htm> under Uniform Relocation Act. The format, the method of determining value, the process for providing notices, seller certifications have been modified from the forms provided in the application forms.
- b. As a result of the 2005 regulation changes for Relocation and Real Property Acquisition for Federal and Federally-Assisted Programs, HUD is progressively updating its Handbook 1378, Tenant Assistance Relocation and Real Property Acquisition Handbook. Grantee must utilize the most current handbook for acquisition, relocation, and Section 104(d) procedures which is located at http://www.hudclips.org/sub_nonhud/cgi/hudclips.cgi?hudclips.
- c. Homebuyer counseling sessions must include a fair housing educational component that includes information related to potential discriminatory actions related to lending, insurance and real estate practices including abusive or unfair lending practices.
- d. Public Housing Authorities (PHA) administering HOME funded Tenant-Based Rental Assistance (TBRA) programs, may merge the waiting lists for tenant-based assistance. Admission procedures for HOME TBRA are different from the PHA's. The HOME funded TBRA program must be administered in compliance with HOME regulations (24 CFR 92.209) and is not subject to the HUD "One-Strike" rule. Fair housing information must be given to all TBRA applicants. Grantee must provide fair housing training to the PHA.

13. Special Condition on Lead Based Paint.

1. The Special Condition applies only to units that undergo rehabilitation with HUD funds where the average HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to 24 CFR Part 35.930. This Special Condition does not apply to units that are listed as exempt at 24 CFR Part 35.115 or that are within de minimis levels at 24 CFR Part 25.1350. For activities that are covered by this Special Condition, the Grantee shall:
 - a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by 24 CFR 35.130 and get a receipt from the occupant that they have received the pamphlet.

- b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
- c. Use clearance technicians who are trained by an ODH approved training provider, or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by the Grantee, and furnish such information to ODOT personnel upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows ODOT to inspect these records upon request at any time during the three (3) 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 the Grantee for a period of three (3) years after completion of the project, and which shall be made available for ODOT inspection upon request at any time during this three (3) year time period.
- g. Have work specifications prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the work specifications for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 1) That the contractor shall make available for inspection by ODOT staff, as well as the Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.
 - 2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - 3) That the contractor:
 - a) Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and

- b) Shall provide such documentation to ODOD personnel upon request.
- 4) That the Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with 24 CFR 35.900 to 35.940, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.
- 5) That the Grantee will not pay for renovation, remodeling, or paint repair work done in a non lead-safe manner.
- 6) That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by U.S. EPA as set forth in 40 CFR 745.227.
- 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.
- j. In carrying out this agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the Revised Code, in the civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- k. Grantee will incorporate the foregoing requirements of Section j in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT C

REQUIRED REPORTS

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

All report forms and requirements listed herein shall be provided by the Grantor, but shall not be construed to limit the Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report beginning six months after the effective date of this Agreement.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in OMB Circular A-133 and the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook.
4. Grantee shall retain all records, receipts, etc., for a period of five (5) years after the "Final Closeout" of this Agreement. Grantor shall notify the Grantee in writing once this Agreement has met the necessary requirements of "Final Closeout."
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Funds provided under this Agreement.

COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT D

GRANTEE ASSURANCES

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

Grantee hereby assures and certifies that:

1. It possesses legal authority to apply for and accept the grant, and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing and acceptance of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. It has complied with all the requirements of the clearinghouse process and that either:
 - a. Any comments and recommendations made by or through clearinghouses will be considered and appropriate remedial action(s) will be taken; or
 - b. The required procedures were followed and no comments or recommendations were received.
4. It has facilitated or will facilitate citizen participation by:
 - a. Providing adequate notices for two public hearings ten (10) days in advance of the hearing;
 - b. Holding two (2) hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application. The first hearing must present all State CDBG programs and allow citizen input, while the second hearing must be held to discuss specific application proposals that the community intends to submit (the community need only hold the first hearing once annually to discuss the current fiscal year CDBG programs);
 - c. Providing for citizen participation by holding one public hearing when considering amendments to the community development program; and
 - d. It is following a detailed citizen participation plan which:
 - i. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which section 106 funds are proposed to be used, and in the case of a grantee described in section 106(a), provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;

- ii. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - iii. Provides for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;
 - iv. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
 - v. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - vi. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.
5. Its chief executive officer or other officer of applicant approved by the state:
 - a. Consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570 and to the Ohio Small Cities CDBG Program; and
 - b. Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
 6. The Community Development Program has been developed so as to give maximum feasible priority to activities, which will benefit low- and moderate-income families or aid in the elimination of slums or blight.

The requirement for this certification will not preclude the State from approving an application where the applicant certifies, and the State determines, that all or part of the Community Development Program activities are designed to meet other community development needs having a particular urgency as specifically explained by the applicant in accordance with 24 CFR 570.483 (d).
 7. It will comply with the regulations, policies, guidelines and requirements of the "Common Rule" 24 CFR Part 85, and Federal Management Circular A-87 and OMB Circular A-133 as they relate to the application, acceptance, and use of Federal funds under this part.
 8. It will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.487, and State law and regulations regarding the administration and enforcement of labor standards;

- b. The Provisions of the Davis-Bacon Act (46 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
- c. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and
- d. The Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- 9. It will comply with all requirements imposed by HUD and the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with 24 CFR Part 85.
- 10. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- 11. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1972, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- 12. It will comply with:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-7), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. These regulations are codified at 24 CFR Part 1.

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

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

- c. Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968.
- d. Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d) and 42 U.S.C. 5309), as amended, and the regulations issued pursuant thereto (24 CFR Part 6), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.
- e. Executive Order 11063 as amended by Executive Order 12259 to take all action necessary and appropriate to provide equal opportunity and nondiscrimination in the sale, leasing, rental, or other disposition of residential property and related facilities provided in whole or in part by Federal Assistance. Implementing regulations are codified at 24 CFR Part 107.
- f. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal and Federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, promotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- g. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that no otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. Implementing regulations are codified at 24 CFR Part 8 and 9.
- h. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157; 24 CFR Part 40) requirements for accessibility by physically handicapped persons.
- i. The Age Discrimination Act of 1975 (42 U.S.C. 6101) that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities receiving Federal financial assistance. Implementing regulations are codified at 24 CFR Part 146.
- 13. It will comply with Section III of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Implementing regulations are codified at 24 CFR Part 135.

14. It will:
 - a. To the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with Sections 303 and 304 of Title III, and implementing instructions of 49 CFR Part 24; and
 - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. Adopt, make public and certify that it is following a Residential Antidisplacement and Relocation Assistance Plan as described in 24 CFR Part 42.
15. It will:
 - a. Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42;
 - b. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act, as amended, and implementing instructions of 49 CFR Part 24 and 24 CFR Part 42 to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair and consistent manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
 - c. Assure that within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - d. Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations of 49 CFR Part 24 and 24 CFR Part 42.
16. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
17. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
18. It will give the State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
19. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State and HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

20. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal assistance for construction or acquisition purposes for use in any area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
21. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - a. Consulting with State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
 - b. Complying with all requirements established by the State and HUD to avoid or mitigate adverse effects upon such properties.
22. It will comply with:
 - a. The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and 24 CFR Part 58;
 - b. Executive Order 11988, Floodplain Management;
 - c. Executive Order 11990, Protection of Wetlands;
 - d. The Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.);
 - e. The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661 et seq.);
 - f. The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271);
 - g. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. 300(f) et seq.);
 - h. Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4831(b));
 - i. The Clean Air Act of 1970, as amended (42 U.S.C. 7401 et seq.);
 - j. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. 1251 et seq.);
 - k. The Clean Water Act of 1977 (P.L. 95-217); and
 - l. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (43 U.S.C. 6901 et seq.).

23. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
24. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of 24 CFR Part 35, subparts A, B, J, K and R.
25. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

COMMUNITY HOUSING IMPROVEMENT PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

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

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

4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 106 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, the grantee certified to the State it lacks sufficient funds received under Section 106 to comply with the requirements of clause (i);
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act); and
6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

06-07-11A10:43 RCVL

ADDENDUM TO GRANT AGREEMENT

**Provisions Implementing Executive Order 2010-09S
Banning the Expenditure of Public Funds on Offshore Services**

This Addendum is made effective as of the date of that certain Grant Agreement between the undersigned Grantee and the Ohio Department of Development, as Grantor (the "Agreement"). The following terms and conditions are incorporated in the Agreement as if fully re-written directly in the Agreement. This Addendum supersedes any conflicting or inconsistent terms of the Agreement.

I. EXECUTIVE ORDER REQUIREMENTS

Grantee affirms that it has read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland, that it shall abide by those requirements in the performance of the Agreement, and that it shall perform no services required to implement the project or program subject to the Agreement outside of the United States for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. For purposes of this Addendum and the Agreement in which its terms are incorporated, "services under the Agreement" and "services performed under the Agreement" means services required to implement the grant-supported project or program and for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. The Executive Order is provided as an attachment to this Addendum and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

Grantee also affirms, understands, and agrees to immediately notify Grantor of any change or shift in the location(s) of services performed under the Agreement by Grantee or its subgrantees or contractors, and no services performed under the Agreement shall be changed or shifted to a location(s) outside of the United States.

II. TERMINATION, SANCTION, DAMAGES

If Grantee or any of its subgrantees or contractors perform services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. Grantor is not obligated to pay and shall not pay for such services. If Grantee or any of its subgrantees or contractors perform any such services, Grantee shall immediately return to Grantor all grant funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of grant funds.

Grantor may, at any time after the breach, terminate the Agreement, upon written notice to Grantee. Grantor may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement. If Grantor determines that actual and direct damages are uncertain or difficult to ascertain, Grantor in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of the value of the Agreement (not to exceed the amount of grant funds disbursed prior to any termination of the Agreement).

Grantor, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding Grantor permitting a period of time to cure the breach or Grantee's cure of the breach, Grantor does not waive any of its rights and remedies provided Grantor in the Agreement, including, but not limited to, recovery of grant funds paid for services Grantee, its subgrantees or contractors performed outside of the United States, costs associated with corrective action, or liquidated damages.

III. ASSIGNMENT / DELEGATION

Grantee shall not assign any of its rights, nor delegate any of its duties and responsibilities under the Agreement without prior written consent of Grantor. Any assignment or delegation not consented to may be deemed void by Grantor.

Agreement Subject Matter:	A-C-10-2DA-1
Agreement Effective Date:	September 1, 2010

GRANTEE:

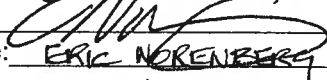
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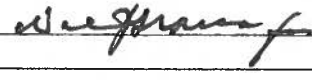
City of Oberlin

**State of Ohio
Department of Development**

Eric Norenberg, City Manager

Lisa Patt-McDaniel, Director

By: 
 Name: ERIC NORENBERG
 Title: CITY MANAGER
 Date: OCTOBER 18, 2010

By: 
 Name: _____
 Title: _____
 Date: 11/22/2010