

RESOLUTION ACCEPTING AND APPROVING THE PY 2022 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP LAP), STATE OF OHIO GRANT AGREEMENT

WHEREAS, Jake Brand, Director of Community Services and Planning, has presented a grant agreement for the approval of the board, to-wit:

Parties: State of Ohio Department of Development, 77 S. High St, P.O. Box 1001, Columbus, OH 43216-1001
Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

Description: Ashtabula County has been awarded \$75,000 through the Community Housing Impact and Preservation Lead Assistance Program (CHIP-LAP). The CHIP-LAP eligible activities will be made available to qualified low and moderate income residents. The program activities are as follows: Lead Abatement. The Lead Abatement activity has been **reduced to \$60,000** until additional funds are received from ODH. At the time, OCD will process an amendment to add the additional \$15,000 for lead abatement activity. The partnering jurisdictions are: Geneva, Conneaut and Ashtabula.

Grant Period: retroactive to December 1, 2022 to April 30, 2025

Amount: \$60,000.00, until additional funds are received from ODH

WHEREAS, the grant has been reviewed and it is found that such a grant is necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the above grant award is accepted and the agreements approved in accordance with the copy now on file in this office

BE IT FURTHER RESOLVED, that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-37

January 05, 2023

**RESOLUTION ACCEPTING AND APPROVING THE PY 2022 COMMUNITY
HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP LAP), STATE OF OHIO
GRANT AGREEMENT**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

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State of Ohio Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and **Ashtabula County Board of Commissioners** (the "Grantee"), for the period **December 1, 2022 to April 30, 2025**.

Background Information

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

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

Statement of the Agreement

- Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$60,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above, and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference.
- Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
- Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment B: Program Requirements**, 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 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 Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.
- 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.

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5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Attachment C-Reporting Requirements**. All records of the Grantee shall be maintained in accordance with **OCD Program Policy 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
11. **Audits.** Grantee shall ensure that the Grant Funds are audited according to the requirements of **Attachment D: Grant Administration Guidelines**, which is attached hereto, made a part hereof, and incorporated herein by reference.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights**. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the

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aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work

- 13. Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 15, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- 14. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
- 15. Termination**
 - a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i.** Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii.** Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii.** Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - b.** Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement with the Grantor (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 16 of this Agreement.
- 16. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

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17. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
18. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **OCD 15-07: Resolving a Potential Conflict of Interest**.
19. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
20. **Adherence to State and Federal Laws, Regulations.**
 - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

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21. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
22. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
23. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
24. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
 - c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
 - d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision

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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.
 - i. In the case of Grantor, to:

Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
 - ii. In the case of Grantee, to:
Ashtabula County Board of Commissioners
25 W. Jefferson Street Jefferson, Oh 44047
- 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 Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in [OCD 20-01 – Grant Operations and Financial Management Policy](#).
- 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 Grantee without the prior express written consent of Grantor. Additional information found in **OCD 15-01: Responsibility for Grant Administration**.
- j. **Permissible Expenses.** If “travel expenses,” as defined in **Ohio Administrative Code Section 126-1-02 (the “Expense Rule”)**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

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- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature

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

Grantee:
Ashtabula County Board of Commissioners

Grantor:
State of Ohio
Department of Development

Authorized Official



By: _____

Printed Name: J.P. Quers

Printed Name: _____

Title: President Board of Commissioners

Title: _____

Date: 1-3-2023

Date: _____

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Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Ashtabula County Board of Commissioners
Address	25 W. Jefferson Street Jefferson, Oh 44047
County	Ashtabula
Phone	(440) 576-3750

Grant Information	
FTI Number	34-6000128
Program	Community Housing Impact and Preservation Program
Grant Number	S-C-22-1AD-2
Grant Award	\$60,000

Grant Dates	
Award Date	December 1, 2022
Work Completion Date	February 28, 2025
Draw Date	March 31, 2025
Grant Completion Date	April 30, 2025

Project Description

Ashtabula County has been awarded \$75,000 through the Community Housing Impact and Preservation Lead Assistance Program (CHIP-LAP). The CHIP-LAP eligible activities will be made available to qualified low and moderate-income residents. The program activities are as follows: Lead Abatement in the amount of \$75,000.

The lead abatement activity has been reduced to \$60,000 until additional funds are received from ODH. At the time, OCD will process an amendment to add the additional \$15,000 for lead abatement activity.

Partnering Jurisdiction(s)

- Geneva
- Conneaut
- Ashtabula

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Source of Funds			
Provider	Amount	Fund Category	Fund Type
Ashtabula County 2021 CHIP Program	\$250,000	Other Federal	Grant
Grant Funds	\$60,000		

Awarded Program Budget		
Project Category/Activity Name	Total Program Budget	GRF
1-Rehabilitation Assistance/1-Lead Reduction / Evaluation	\$60,000.00	\$60,000.00
Total Awarded Program Budget:	\$60,000	\$60,000

Program Outcomes				
Project Name	Beneficiaries	Percent		Measureable
Rehabilitation Assistance - Lead Reduction / Evaluation	8	100.00 %	3	Lead Safe Units

Program Data		
Project/Activity Name	Projected Outcomes	Outcome Type
1-Rehabilitation Assistance/1-Lead Reduction / Evaluation	3	Lead Safe Units

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Attachment B: Program Requirements Lead Abatement Program

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to the Grantor within ten working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof and incorporated herein by reference. In no case may expenditures be made for an activity considered ineligible under the Community Housing Impact and Preservation Lead Abatement Program (CHIP-LAP) Program Policy and Procedure Manual.
 - b. Amendments to **Attachment A: Scope of Work and Budget** must be made in accordance with the procedures set in [OCD 20-01: Grant Operations and Financial Management Policy](#).
3. **Program Income.** Any program income resulting from expenditures of CHIP-LAP funds must be returned to Development.
4. **Project Completion Requirements.** All projects, as identified in Attachment A, must be 100% completed and inspected, i.e., work finished and final inspection conducted, by **February 28, 2025**. Any work not completed and inspected by this time may not continue without written approval by Grantor. The Grantee must submit the OCD Final Inspection Report/Homeowner Satisfaction Statement for every project address, or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application. There must be a clause in each contract, funded in whole or in part with funds under this Grant Agreement, which stipulates that work be completed no later than **February 28, 2025**.

Project completion includes and requires a beneficiary(ies) for all projects identified in Attachment A. Grantee must submit beneficiary data for every project address or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application.
5. **Drawdown Requests.** All committed funds must be 100% drawn for eligible project expenditures by **March 31, 2025** or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application. If any uncommitted, unspent CDBG funds remain, the grant amount will be reduced without penalty.
6. **Closeout Requirements.**

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- a. Final Performance Reports for Grantee's program, as described in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, must be submitted to Grantor by **April 30, 2025**.
 - b. A beneficiary is required for all projects identified in **Attachment A: Scope of Work and Budget**. Beneficiary data must be submitted to OCD as part of the Final Performance Report.
 - c. If a Final Performance Report is not submitted by **April 30, 2025**, due to non-completion of the project, Grantee may request an extension and there will be a score reduction on the Grantee's next application.
 - d. Audit reports must be submitted according to the timeframes and procedures set in **Attachment C: Reporting Requirements**.
- 7. Housing Rehabilitation and Repair Activities.** Housing rehabilitation and repair activities must be implemented in accordance with the OCD Housing Handbook and corresponding program application instructions. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD's Residential Rehabilitation Standards (RRS). The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>.
- Emergency home repair projects are defined as projects with the presence of harmful or threatening conditions where immediate public action is determined necessary to meet a need of recent origin. The conditions must pose an immediate threat to the health and safety of the occupant and/or the structural integrity of the home.
- 8. Universal Identifier and Central Contractor Registration.** As a recipient of federal funds, Grantee will be required to maintain an active registration in the System for Award Management (SAM) as required by **2 CFR Part 25**. Grantee shall not enter into a contract with an ineligible contractor listed in the System for Award Management (SAM) and will maintain evidence of each contractor's SAM status. Information on registration is available at www.sam.gov.
- 9. Project Specific Conditions.**
- a. The Grantee must comply with [HUD guidelines, US EPA standards and Ohio regulations](#) as detailed at <https://odh.ohio.gov/know-our-programs/lead-licensure-and-accreditation-program/laws-and-rules> when completing lead risk assessments and paint inspections, as well as clearance examinations.
 - b. The Grantee shall follow the procurement and bidding regulations listed in [2 CFR 200.317](#) through [200.327](#) and [OCD's Housing Handbook](#).

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- 10. Special Condition on Lead Based Paint.** The Special Condition applies to residential units and/or child occupied facilities that undergo rehabilitation with CHIP-LAP funds where a lead abatement contractor listed by Ohio Department of Health (ODH) applies abatement or 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**. For activities that are covered by this Special Condition, Grantee shall:
- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by **24 CFR Part 35.130** and get a receipt from the occupant that they have received the pamphlet.
 - b. Use clearance technicians who are trained by an ODH approved training provider or use a licensed or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
 - c. 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 assisted projects funded by Grantee and furnish such information to Grantor upon request.
 - d. 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 allow Grantor to inspect these records upon request at any time during the three years after completion.
 - e. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.
 - f. Have a scope of work prepared by persons who have, at a minimum, successfully completed the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
 - g. A contractor awarded a bid for a lead hazard control job must be licensed by the State of Ohio as a lead abatement contractor and must employ only licensed lead abatement contractors or workers. All lead abatement contractors must follow all HUD, United States Occupational Safety and Health Administration (OSHA), US EPA, state, and local regulations when performing lead hazard control work. Guidelines at <https://odh.ohio.gov/know-our-programs/lead-licensure-and-accreditation-program/laws-and-rules>
 - h. Specify in the scope of work for projects involving lead abatement 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:

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- i. That the contractor shall make the project and its files available for inspection by Grantor and Grantee during normal business hours anytime while the renovation, rehabilitation, or paint repair is being completed. This includes the entire work site, work specifications, and any documents related to the project.
- ii. That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
- iii. That the contractor:
 1. Shall maintain an ODH licensure of all persons including licensed abatement contractors or workers; and
 2. Shall provide such documentation to Grantor upon request.
- iv. That Grantee will terminate an agreement with any contractor who does not perform abatement activities in a lead-safe abatement 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.
- v. That Grantee will not pay for lead abatement activities performed in a non-lead safe manner.
- vi. That each HUD-assisted unit that is subject to lead abatement activities must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.
- vii. That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

11. Cost Definitions.

- a. Activity delivery cost definitions. Eligible activity delivery costs are staff and overhead costs (salary and benefits) and other costs directly related to carrying out each specific project. Examples of activity delivery costs include the following:
 - i. Creating and managing specific case files/databases of projects under contract.
 - ii. Preparing, filing, recording legal/financial documents for specific eligible cases.
 - iii. Inspecting and testing dwellings (including all of the inspections and tests in Appendix A of the Residential Rehabilitation Standards (RRS), LBP inspections, risk assessments and clearance testing).
 - iv. Preparing specifications/work write-ups.
 - v. Managing the contractor procurement process.

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- vi. Monitoring and managing the construction process and the private contractors.
- vii. Responding to client's complaints.
- viii. Relocation of households during the construction process.

All the project activity delivery such as lead risk assessments, lead clearance tests, lab costs, and all inspections and testing required in Appendix A of the Residential Rehabilitation Standards (RRS), shall be provided as a grant. CHIP-LAP (hard or soft) costs shall not be charged to a client's mortgage.

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

Consultants (nonprofit or for-profit entities under contract to administer a CHIP Program grant, or portion of a CHIP Program grant) could choose to charge an hourly rate or a per-unit cost (for example, \$50 per house for each initial inspection), whatever is in the contract. The contract must detail the amount and method of compensation. The tracking would show what the charge is for, i.e. units completed or hours worked.

Government employees paid an hourly fee will have to keep track of hours spent on each unit. Necessary documentation may include timesheets signed by the employee and authorized by the supervisor with times and dates.

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Attachment C: Reporting Requirements

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

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

1. Grantee shall submit to Grantor a Status Report within 15 days of the completion of each six-month interval of the grant work period.
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 provided in **20-01: OCD Grant Operations & Financial Management Program Policy Notice**. The OCD Program Policy Notices can be found at <https://development.force.com/OCDTA/s/topic/0TOt0000000PPZ8GAO/policy-notices>.
4. Grantee shall retain all records, receipts, etc. for a period of three years after the Final Closeout of this Agreement. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

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Attachment D: Grantee Assurances and 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, Grantee may terminate assistance in accordance with a formal process as established by Grantee. Such process must recognize the right of individual(s) affected, which may include a hearing.
2. Grantee shall 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 person applying for any of the eligible activities under this Program 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;
 - b. It will not discriminate against any person applying for any of the eligible activities under this Program 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 eligible activities under this Program.
3. 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.**
4. Within 30 days after the Grant Period ends or this Agreement is terminated, Grantee shall repay to Grantor any unspent Grant Funds drawn pursuant to this Agreement as well as any unauthorized expenditure of Project Funds.

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Attachment E: Local Government Certifications to the State

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

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in

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nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).

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

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