

**RESOLUTION ACCEPTING AND APPROVING GRANT AGREEMENTS BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND OHIO DEPARTMENT OF DEVELOPMENT FOR PY 2021 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM & HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) GRANT AGREEMENTS**

WHEREAS, Jake Brand, Director of Community Services and Planning, has presented two grant agreements 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:** CDBG Program (B-C-21-1AD-1) \$668,000.00  
HOME Program (B-C-21-1AD-2) - \$682,000.00  
Totaling: \$1,350,000.00

**Grant Period:** retroactive to December 1, 2021 to April 30, 2024

**Amount:** \$1,439,800.00 total program budget including other sources of funds, see chart below for further details:

Awarded Program Budget			
Project Category/Activity Name	Total Program Budget	HOME	CDBG
1-Rehabilitation Assistance/1-Private Rehabilitation	\$891,600	\$620,000.00	\$201,000
2-Administration / Fair Housing/1-Fair Housing Program	\$11,500	\$0.00	\$11,500
2-Administration / Fair Housing/2-General Admin	\$148,500	\$62,000.00	\$86,500
3-Repair Assistance/1-Home / Building Repair	\$345,000	\$0.00	\$345,000
3-Repair Assistance/2-Rental Repair	\$43,200	\$0.00	\$24,000
<b>Total Awarded Program Budget:</b>	<b>\$1,439,800</b>	<b>\$682,000</b>	<b>\$668,000</b>

  

Source of Funds			
Provider	Amount	Fund Category	Fund Type
Landlords Match for Rental Repair	\$19,200	Private Funds	Landlord / Owner Match
Program Income	\$70,600	Home Program Income	Other Leveraged Funds

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. 2022-42

January 11, 2022

**RESOLUTION ACCEPTING AND APPROVING GRANT AGREEMENTS BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND OHIO DEPARTMENT OF DEVELOPMENT FOR PY 2021 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM & HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) GRANT AGREEMENTS**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

**VOTE:**

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

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.



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

## **PY 2021 Community Housing Impact and Preservation Program**

### **State of Ohio Community Development Block Grant (CDBG) Program 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, 2021 to April 30, 2024.

#### **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 Grantor.
- B. Grantor, through its Office 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 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**

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$668,000** (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. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the 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.
3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto,

## **PY 2021 Community Housing Impact and Preservation Program**

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 the US Department of Housing and Urban Development (HUD), as specified by 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 Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

- 4. Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **OCD 20-01: Grant Operations and Financial Management Policy**.
- 5. Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. 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. All records of the Grantee shall be maintained in accordance with **OCD 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. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
- 9. Records, Access and Maintenance.** Grantee shall establish, and physically control for at least 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

## **PY 2021 Community Housing Impact and Preservation Program**

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.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
- 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 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. Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended)**, all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708.** 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

## **PY 2021 Community Housing Impact and Preservation Program**

construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, 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, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
- 15. 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 17, 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.
- 16. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 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.
- 17. Termination**
  - a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
    - i.** Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
    - ii.** Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
    - iii.** Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
    - iv.** Cancellation of the grant of funds from HUD.
  - b.** Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or 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 18 of this Agreement.
- 18. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section,

## **PY 2021 Community Housing Impact and Preservation Program**

Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

- 19. 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.
- 20. Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work 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**.
- 21. 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.
- 22. Adherence to State and Federal Laws, Regulations.**
  - a. General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, 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

## **PY 2021 Community Housing Impact and Preservation Program**

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.

- 23. Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 24. Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 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.
- 25. Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
- 26. Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180 and 2 CFR 2424**.
- 27. Miscellaneous.**
  - a. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
  - b. Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
  - c. Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding

## **PY 2021 Community Housing Impact and Preservation Program**

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 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.**

**PY 2021 Community Housing Impact and Preservation Program**

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

**Signature**

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

**Grantee:**  
Ashtabula County Board of Commissioners  
  
Authorized Official  
J. P. Ducro IV  
Printed Name: President  
Title: 1-11-22  
Date: [Signature]

**Grantor:**  
State of Ohio  
Department of Development  
  
By: E-SIGNED by Matthew McClellan  
on 2022-02-01 12:08:23 EST  
Printed Name: Matthew McClellan  
Title: Assistant Director  
Date: 2022-02-01 12:08:23 UTC

## PY 2021 Community Housing Impact and Preservation Program

### 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	
CFDA	14.228
FTI Number	34-8000128
Program	Community Housing Impact and Preservation Program
Grant Number	B-C-21-1AD-1
Grant Award	\$688,000

Grant Dates	
Award Date	December 1, 2021
Work Completion Date	February 29, 2024
Draw Date	March 31, 2024
Grant Completion Date	April 30, 2024

**Project Description**  
 Ashtabula County has applied for \$1,350,000 through the Community Housing Impact and Preservation (CHIP) Program. The CHIP Program eligible activities will be made available to qualified low and moderate-income residents. The program activities are as follows: Owner Rehabilitation \$821,000 to complete 15 units; Owner Home Repair \$345,000 to complete 21 units; Rental Home Repair \$24,000 to complete 3 units and will include the required Fair Housing component. Partnering jurisdiction(s) include the Cities of Ashtabula, Conneaut, and Geneva.

**Partnering Jurisdiction(s)**  
 Geneva  
 Conneaut  
 Ashtabula

**PY 2021 Community Housing Impact and Preservation Program**

<b>Source of Funds</b>			
<b>Provider</b>	<b>Amount</b>	<b>Fund Category</b>	<b>Fund Type</b>
Landlords Match for Rental Repair	\$19,200	Private Funds	Landlord / Owner Match
Program Income	\$70,600	Home Program Income	Other Leveraged Funds
Grant Funds	\$1,350,000		

<b>Awarded Program Budget</b>			
<b>Project Category/Activity Name</b>	<b>Total Program Budget</b>	<b>HOME</b>	<b>CDBG</b>
1-Rehabilitation Assistance/1-Private Rehabilitation	\$891,600	\$820,000.00	\$201,000
2-Administration / Fair Housing/1-Fair Housing Program	\$11,500	\$0.00	\$11,500
2-Administration / Fair Housing/2-General Admin	\$148,500	\$62,000.00	\$86,500
3-Repair Assistance/1-Home / Building Repair	\$345,000	\$0.00	\$345,000
3-Repair Assistance/2-Rental Repair	\$43,200	\$0.00	\$24,000
<b>Total Awarded Program Budget:</b>	<b>\$1,439,800</b>	<b>\$682,000</b>	<b>\$688,000</b>

<b>Housing Program Income</b>		
<b>Description</b>	<b>HOME</b>	<b>CDBG Housing</b>
Program Income Cash on Hand Balance	\$129,168.00	\$8,282.00
Program Income Leveraged in CHIP Program Application	\$70,600.00	\$0.00
<b>Balance Available after CHIP Program Commitment</b>	<b>\$58,568.00</b>	<b>\$8,282.00</b>
Program Income Committed to Other Projects	\$54,400.00	\$7,700.00
<b>Balance Available after Other Commitments</b>	<b>\$4,168.00</b>	<b>\$582.00</b>
Program Income Reflected in Implementation Plan	\$0.00	\$0.00
<b>Remaining Uncommitted Balance</b>	<b>\$4,168.00</b>	<b>\$582.00</b>

Adopted Policy & Procedure Manual:

Ashtabula County

## PY 2021 Community Housing Impact and Preservation Program

Program Outcomes				
Project Name	Beneficiaries	Percent		Measurable
Rehabilitation Assistance - Private Rehabilitation	41	100.00 %	15	Units Rehabbed - Owner
Repair Assistance - Home / Building Repair	57	100.00 %	21	Units Repaired - Owner
Repair Assistance - Rental Repair	8	100.00 %	3	Units Repaired - Rental

Program Data		
Project/Activity Name	Projected Outcomes	Outcome Type
2-Administration / Fair Housing/1-Fair Housing Program	1	Standard Fair Housing Program
1-Rehabilitation Assistance/1-Private Rehabilitation	15	Units Rehabbed - Owner
3-Repair Assistance/2-Rental Repair	3	Units Repaired - Rental
3-Repair Assistance/1-Home / Building Repair	21	Units Repaired - Owner

## **PY 2021 Community Housing Impact and Preservation Program**

### **Attachment B: Program Requirements** **Community Development Block Grant 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. Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.

Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **December 1, 2021** for all PY 2021 Community Development Block Grant (CDBG) Community Housing Impact and Preservation (CHIP) Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantor will provide a written Notification of Noncompliance if Grantee fails to meet the **December 1, 2021** deadline.

- 3. 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 CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: [http://development.ohio.gov/cs/cs\\_ocp.htm](http://development.ohio.gov/cs/cs_ocp.htm).
  - b.** Amendments to **Attachment A: Scope of Work and Budget** must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: [http://development.ohio.gov/cs/cs\\_ocp.htm](http://development.ohio.gov/cs/cs_ocp.htm). Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy**.
  - c.** The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
- 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 State Community Development Block Grant Program and/or Community Housing Impact and Preservation Program (CHIP) funds.

## **PY 2021 Community Housing Impact and Preservation Program**

- a. Appoint a local fair housing coordinator who is an employee of the unit of general local government and will generally be accessible Monday through Friday. A qualified consultant or local agency may serve as the local fair housing coordinator, upon OCD's written approval. The local fair housing coordinator's name, address and phone number must appear in all fair housing materials and on the Grantee's official website.**
- b. Conduct or update an analysis of impediments to fair housing choice (AI). The AI should identify policies, actions, omissions, or decisions that restrict housing choice based on race, color, religion, sex, national origin, disability, familial status, ancestry and military status. The AI should describe impediments to fair housing choice and include, at a minimum, jurisdictional background data and maps, a summary of fair housing complaints within the jurisdiction, and a plan of action – with a timetable – to address identified impediments. The AI must be updated annually. If the Grantee is not covered by an existing, OCD-approved AI, the Grantee must submit an AI within three months of a CDBG- or HOME-funded award.**
- c. Establish and implement a process to receive fair housing complaints and refer cases 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), referral date and any follow-up action.**
- d. Design a fair housing training program that includes presentations to:**
  - i. Residents of areas in which CDBG or HOME activities are being undertaken, or to special populations affected by the activities;**
  - ii. A minimum of three civic groups, organizations, or schools (per calendar year during the grant period);**
  - iii. Participants in homebuyer education programs associated with Homeownership Assistance activities; and**
  - iv. Property owners who participate in rental repair/rehabilitation projects.**

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

## **PY 2021 Community Housing Impact and Preservation Program**

- f. **Adopt affirmative marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP) to OCD for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.**
  - g. **Ensure projects funded wholly or in part with HOME, CDBG, or NTF funds comply with 24 CFR Part 5, Subpart 'L' - Violence Against Women Act (VAWA).**
5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with the Office of Community Development (OCD) **Policy Notice 15-04: Program Income**, incorporated by reference herein. Eligible program income expenditures must follow the Grantee's OCD approved CHIP Policy and Procedure Manual and executed Housing Revolving Loan Fund Administrative Agreement or receive prior written approval of OCD. The Office of Community Development Program Income Policy can be found on the OCD website here: <https://development.force.com/OCDTAs/article/15-04-Program-Income-Policy>.
6. **Milestones.** The following milestone must be achieved for all activities (excluding Repair Assistance, Administration and Fair Housing) and for all OCD sources of funds:
  - a. **The Environmental Review – Request for Release of Funds documentation must be submitted by December 1, 2021 or the Grantee will receive a Notification of Non-Compliance.**
7. **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 29, 2024**. 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 CDBG funds under this Grant Agreement, which stipulates that work be completed no later than **February 29, 2024**.

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.
8. **Drawdown Requests.** All committed CDBG funds must be 100% drawn for eligible project expenditures by **March 31, 2024** 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.
9. **Closeout Requirements.**

## **PY 2021 Community Housing Impact and Preservation Program**

- 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, 2024.**
  - 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, 2024, 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.**
- 10. Anti-displacement 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 soft cost expenses are included in this category. Grantee also certifies that it has adopted an Anti-displacement and Relocation Assistance Plan, which is included in its Policies and Procedures Manual.
- 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 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:

- a. **A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OCD Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>;**
- b. **A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by Grantor; or**

## **PY 2021 Community Housing Impact and Preservation Program**

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

12. **Housing Rehabilitation and Repair Activities.** Housing rehabilitation and repair activities must be implemented in accordance with the 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.

13. **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](http://www.sam.gov).

14. **Project Specific Conditions.**

- a. Grantee must utilize the voluntary acquisition, donation, and waiver forms and process that are currently posted on the OCD Website at <https://development.force.com/OCDTA/s/topic/0TO10000000PPZdGAO/uniform-relocation-act>. The format, the method of determining value, the process for providing notices, and 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: [https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/cpd/13780](https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780).
- 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.

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- 15. Special Condition on Lead Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the 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 35.1350. 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 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 Grantee and furnish such information to Grantor 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 allow Grantor to inspect these records upon request at any time during the three years after completion.
  - f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.
  - g. Have a scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/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 scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
  - i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:

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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 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
  2. Shall provide such documentation to Grantor upon request.
- iv. That 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.
- v. That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead safe manner.
- vi. 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 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.

### **16. Cost Definitions.**

- a. **Administrative Costs.** The Program Budget requires the applicant to identify and budget administrative costs. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:
  - i. Total Administrative Costs cannot exceed 12% of the dollar amount of the total CHIP Program request.
  - ii. Administration is an eligible budget category for all housing activities.

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- iii. **Charges to walk away units or when a national objective is not met, must be charged to administration.**
  - iv. **For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09**
- b. **Soft cost definitions. Eligible project soft costs are staff and overhead costs (salary and benefits) and other costs directly related to carrying out each specific project. Examples of soft 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.**
  - vi. **Monitoring and managing the construction process and the private contractors.**
  - vii. **Responding to client's complaints.**
  - viii. **Costs associated with title searches.**
  - ix. **Counseling of the specific clients assisted through a CHIP Program activity.**
  - x. **Relocation of households during the construction process.**

**24 CFR 92.207 (b) Staff and Overhead details Project Related "soft costs", and notes that they may be charged as administrative costs or as project costs under 92.206 (d) (6) and (f) (2) at the discretion of the participating jurisdiction. This includes all the project "soft costs" such as lead risk assessments, lead clearance tests, lab costs, mortgage lien recording fees and all inspections and testing required in Appendix A of the Residential Rehabilitation Standards (RRS). This includes tests conducted on wells, septic systems, furnaces and heating systems, wood destroying insects and pest inspections, as well as energy assessments. Only hard costs may be charged to a client's mortgage.**

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

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 fashion. 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 30 days of the request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in 2 CFR 200.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per 2 CFR 200.333. 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**

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

Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons as a result of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24.
5. It will certify that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75, and will follow the prioritization of effort outlined in §75.19:
  - a. Employment and training.
    - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:
      1. Section 3 workers residing within the service area or the neighborhood of the project, and
      2. Participants in YouthBuild programs.
  - b. Contracting
    - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, Grantee shall ensure contracts for work

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awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
2. YouthBuild programs.

6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of §570.486 and 42 U.S. Code § 5304.
7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
9. It will certify that it has complied with the following criteria related to assessments and fees:

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

Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

- a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.
- b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

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

- a. The assessment represents that property's share of the capital cost of the improvements;
- b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements; and
- c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

10. It will certify that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601- 3619) and implementing regulations.
11. Its activities concerning lead-based paint will comply with the requirements of 24 CFR 35, subparts A, B, J, K, and R.
12. It will comply with all applicable laws.
13. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
  - a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal

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- entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- g. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

## **PY 2021 Community Housing Impact and Preservation Program**

**U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**
- j. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75. Contracts for projects that meet the definition of "Section 3 Project" under 24 CFR 75.3(a)(2) must include language applying the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.**
- k. See §200.323 Procurement of recovered materials.**
- l. See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**
- m. See §200.322 Domestic preferences for procurements.**

## **PY 2021 Community Housing Impact and Preservation 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 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

## **PY 2021 Community Housing Impact and Preservation Program**

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.

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### **State of Ohio HOME Investments Partnership (HOME) Program 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, 2021 to April 30, 2024.

#### **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 Grantor.
- B. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer and disburse HOME funds for housing activities to eligible entities in Ohio.
- C. 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**

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of \$682,000 (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. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, 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
3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in

## **PY 2021 Community Housing Impact and Preservation Program**

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.

- 4. Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **OCD 20-01: Grant Operations and Financial Management Policy**.
- 5. Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. 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 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/QCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
- 9. Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, 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

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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.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in 2 CFR 200 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
- 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 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. Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. 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

## **PY 2021 Community Housing Impact and Preservation Program**

**Ohio Revised Code (ORC) 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, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A: Scope of Work. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
- 15. 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 17, 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.
- 16. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 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.
- 17. Termination**
  - a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
    - i.** Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
    - ii.** Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
    - iii.** Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
    - iv.** Cancellation of the grant of funds from HUD.
  - b.** Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or 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 18 of this Agreement.
- 18. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

## **PY 2021 Community Housing Impact and Preservation Program**

- 19. 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.
- 20. Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work 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**.
- 21. 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.
- 22. Adherence to State and Federal Laws, Regulations.**
  - a. General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, 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 3617.13(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

## **PY 2021 Community Housing Impact and Preservation Program**

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

- 23. Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 24. Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 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.
- 25. Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
- 26. Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
- 27. Miscellaneous.**
  - a. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
  - b. Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
  - c. Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or

## **PY 2021 Community Housing Impact and Preservation Program**

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 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**.

**PY 2021 Community Housing Impact and Preservation Program**

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

**Signature**

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

**Grantee:**  
Ashtabula County Board of Commissioners

**Grantor:**  
State of Ohio  
Department of Development

Authorized Official

By: E-SIGNED by Matthew McClellan  
on 2022-02-01 12:09:16 EST

J.P. DUCRO IV  
Printed Name: President

Matthew McClellan  
Printed Name: Matthew McClellan

Title: 1-11-22

Title: Assistant Director

Date: [Signature]

Date: 2022-02-01 12:09:16 UTC

## PY 2021 Community Housing Impact and Preservation Program

### 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	
CFDA	14.239
FTI Number	34-8000128
Program	Community Housing Impact and Preservation Program
Grant Number	B-C-21-1AD-2
Grant Award	\$682,000

Grant Dates	
Award Date	December 1, 2021
Work Completion Date	February 29, 2024
Draw Date	March 31, 2024
Grant Completion Date	April 30, 2024

#### Project Description

Ashtabula County has applied for \$1,350,000 through the Community Housing Impact and Preservation (CHIP) Program. The CHIP Program eligible activities will be made available to qualified low and moderate-income residents. The program activities are as follows: Owner Rehabilitation \$821,000 to complete 15 units; Owner Home Repair \$345,000 to complete 21 units; Rental Home Repair \$24,000 to complete 3 units and will include the required Fair Housing component. Partnering jurisdiction(s) include the Cities of Ashtabula, Conneaut, and Geneva.

#### Partnering Jurisdiction(s)

Ashtabula  
Conneaut  
Geneva

**PY 2021 Community Housing Impact and Preservation Program**

<b>Source of Funds</b>			
<b>Provider</b>	<b>Amount</b>	<b>Fund Category</b>	<b>Fund Type</b>
Landlords Match for Rental Repair	\$19,200	Private Funds	Landlord / Owner Match
Program Income	\$70,600	Home Program Income	Other Leveraged Funds
Grant Funds	\$1,350,000		

<b>Awarded Program Budget</b>			
<b>Project Category/Activity Name</b>	<b>Total Program Budget</b>	<b>HOME</b>	<b>CDBG</b>
1-Rehabilitation Assistance/1-Private Rehabilitation	\$891,600	\$620,000.00	\$201,000
2-Administration / Fair Housing/1-Fair Housing Program	\$11,500	\$0.00	\$11,500
2-Administration / Fair Housing/2-General Admin	\$148,500	\$62,000.00	\$86,500
3-Repair Assistance/1-Home / Building Repair	\$345,000	\$0.00	\$345,000
3-Repair Assistance/2-Rental Repair	\$43,200	\$0.00	\$24,000
<b>Total Awarded Program Budget:</b>	<b>\$1,439,800</b>	<b>\$682,000</b>	<b>\$668,000</b>

<b>Housing Program Income</b>		
<b>Description</b>	<b>HOME</b>	<b>CDBG Housing</b>
Program Income Cash on Hand Balance	\$129,168.00	\$8,282.00
Program Income Leveraged in CHIP Program Application	\$70,600.00	\$0.00
<b>Balance Available after CHIP Program Commitment</b>	<b>\$58,568.00</b>	<b>\$8,282.00</b>
Program Income Committed to Other Projects	\$54,400.00	\$7,700.00
<b>Balance Available after Other Commitments</b>	<b>\$4,168.00</b>	<b>\$582.00</b>
Program Income Reflected in Implementation Plan	\$0.00	\$0.00
<b>Remaining Uncommitted Balance</b>	<b>\$4,168.00</b>	<b>\$582.00</b>

Adopted Policy & Procedure Manual:

Ashtabula County

## PY 2021 Community Housing Impact and Preservation Program

Program Outcomes				
Project Name	Beneficiaries	Percent		Measureable
Rehabilitation Assistance - Private Rehabilitation	41	100.00 %	15	Units Rehabbed - Owner
Repair Assistance - Home / Building Repair	57	100.00 %	21	Units Repaired - Owner
Repair Assistance - Rental Repair	8	100.00 %	3	Units Repaired - Rental

Program Data		
Project/Activity Name	Projected Outcomes	Outcome Type
3-Repair Assistance/1-Home / Building Repair	21	Units Repaired - Owner
1-Rehabilitation Assistance/1-Private Rehabilitation	15	Units Rehabbed - Owner
3-Repair Assistance/2-Rental Repair	3	Units Repaired - Rental
2-Administration / Fair Housing/1-Fair Housing Program	1	Standard Fair Housing Program

## **PY 2021 Community Housing Impact and Preservation Program**

### **Attachment B: Program Requirements**

#### **Home Investment Partnerships (HOME) Program**

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
  
2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.
  - a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **December 1, 2021**, for all PY 2021 HOME Investment Partnerships (HOME) Community Housing Impact and Preservation (CHIP) Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantor will provide a written Notification of Noncompliance if Grantee fails to meet the **December 1, 2021** deadline.
  
3. **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 HOME Investment Partnership regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Development Services Agency (ODSA) website here: [http://development.ohio.gov/cs/cs\\_ocp.htm](http://development.ohio.gov/cs/cs_ocp.htm)
  
  - b. Amendments to **Attachment A: Scope of Work and Budget** must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the ODSA website here: [http://development.ohio.gov/cs/cs\\_ocp.htm](http://development.ohio.gov/cs/cs_ocp.htm). Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy.**
  
  - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.

## **PY 2021 Community Housing Impact and Preservation Program**

- 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 State Community Development Block Grant Program and/or Community Housing Impact and Preservation (CHIP) Program funds.
- a. **Appoint a local fair housing coordinator who is an employee of the unit of general local government and will generally be accessible Monday through Friday. A qualified consultant or local agency may serve as the local fair housing coordinator, upon OCD's written approval. The local fair housing coordinator's name, address and phone number must appear in all fair housing materials and on the Grantee's official website.**
  - b. **Conduct or update an analysis of impediments to fair housing choice (AI). The AI should identify policies, actions, omissions, or decisions that restrict housing choice based on race, color, religion, sex, national origin, disability, familial status, ancestry and military status. The AI should describe impediments to fair housing choice and include, at a minimum, jurisdictional background data and maps, a summary of fair housing complaints within the jurisdiction, and a plan of action – with a timetable – to address identified impediments. The AI must be updated annually. If the Grantee is not covered by an existing, OCD-approved AI, the Grantee must submit an AI within three months of a CDBG- or HOME-funded award.**
  - c. **Establish and implement a process to receive fair housing complaints and refer cases 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), referral date and any follow-up action.**
  - d. **Design a fair housing training program that includes presentations to:**
    - i. **Residents of areas in which CDBG or HOME activities are being undertaken, or to special populations affected by the activities;**
    - ii. **A minimum of three civic groups, organizations, or schools (per calendar year during the grant period);**
    - iii. **Participants in homebuyer education programs associated with Homeownership Assistance activities; and**
    - iv. **Property owners who participate in rental repair/rehabilitation projects.**

**Records for each training session must contain an agenda, sign-in sheet, minutes and a description of the audience.**
  - e. **Develop and distribute fair housing information and materials (e.g. posters, pamphlets, brochures or other informational materials) to a minimum of 10 area agencies, organizations, or public events (e.g. county fair, post office, employment services office, etc.) quarterly throughout the grant period. A Community Development Allocation**

## **PY 2021 Community Housing Impact and Preservation Program**

recipient that also receives a Community Housing Impact and Preservation (CHIP) Program award must include five additional area agencies, organizations or public events in its distribution strategy. The local fair housing coordinator's telephone number (including a telephone number for the hearing impaired) must be included on all outreach materials. Records regarding the outreach strategy must include distribution locations, dates and a description of the type and quantity of distributed materials. If the Grantee undertakes residential rehabilitation/repair, residential new construction, tenant-based rental assistance or down payment assistance, it must provide fair housing information to each program applicant.

- f. Adopt affirmative marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP) to OCD for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.
  - g. Ensure projects funded wholly or in part with HOME or CDBG funds comply with 24 CFR Part 5, Subpart 'L' - Violence Against Women Act (VAWA).
5. **Program Income.** Any program income resulting from expenditures of HOME funds may be retained by the Grantee for use on additional eligible HOME activities in accordance with the Office of Community Development (OCD) **Policy Notice 15-04: Program Income Policy**, incorporated by reference herein and HOME Program regulations in 24 CFR Parts 92.205 and 92.206. Eligible program income expenditures must follow the Grantee's OCD approved CHIP Policy and Procedure Manual and executed Housing Revolving Loan Fund Administrative Agreement, or receive prior written approval of Grantor. The Office of Community Development Program Income Policy can be found on the OCD website here:  
<https://development.force.com/OCDTA/s/article/15-04-Program-Income-Policy>.
6. **Milestones.** The following milestones must be achieved for all activities (excluding Repair Assistance, Administration and Fair Housing):
- a. The Environmental Review – Request for Release of Funds documentation must be submitted by **December 1, 2021** or the Grantee will receive a Notification of Non-Compliance.
  - b. All HOME funds combined must be at least 50% committed by **February 28, 2023** or it will there will be an automatic score reduction on the Grantee's next application.
  - c. HOME funds must be 100% committed by **August 31, 2023**. Any uncommitted HOME funds will result in a reduction of applicant's grant award on the next application submitted and funded. Penalty will be expunged if next application is not funded.

## **PY 2021 Community Housing Impact and Preservation Program**

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

7. **Project Completion Requirements.** All projects, as identified in Attachment A of this Agreement, must be 100% completed and inspected, i.e. work finished and final inspection conducted, by **February 29, 2024**. 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 (except for TBRA projects) 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 HOME funds under this Grant Agreement, which stipulates that work be completed no later than **February 29, 2024**.

Project completion includes and requires a beneficiary(ies) for all projects identified in Attachment A of this Agreement. 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.

8. **Drawdown Requests.** All committed HOME funds must be 100% drawn for eligible project expenditures by **March 31, 2024** or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application.

9. **Closeout Requirements.**

- 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 to this Agreement, must be submitted to Grantor by **April 30, 2024**.
- b. A beneficiary is required for all projects identified in Attachment A of this Agreement. 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, 2024**, 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** of this Agreement.

## **PY 2021 Community Housing Impact and Preservation Program**

10. **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**, 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. **Site inspections must be conducted every three years to assure that all of the units that were assisted with HOME funds meets Section 8 Housing Quality Standards, as required by **24 CFR Part 92.504.****

### **For Homeowner Programs:**

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

## PY 2021 Community Housing Impact and Preservation Program

11. **Failure to Meet the Period of Affordability Requirements.** Failure to comply with the resale or recapture requirements means that 1) the original HOME-assisted homebuyer no longer occupies the unit as his or her principal residence (i.e., unit is rented or vacant), or 2) the home was sold during the period of affordability and the applicable resale or recapture provisions were not enforced. In cases of noncompliance under either resale or recapture provisions, the Grantee must repay to the State of Ohio for remittance to the HOME Investment Trust Fund in accordance with §92.503(b), any *outstanding HOME funds* invested in the housing. The amount subject to repayment is the total amount of HOME funds invested in the housing (i.e., any HOME development subsidy to the developer plus any HOME down payment or other assistance (e.g., closing costs) provided to the homebuyer) minus any HOME funds already repaid (i.e., payment of principal on a HOME loan). Any interest paid on the loan is considered program income and cannot be counted against the outstanding HOME investment amount. *Note that noncompliance with principal residency requirements by a homebuyer under a recapture provision is not a transfer. Consequently, the amount the Grantee must repay is not subject to proration or other reductions included in its recapture provisions.*

The Grantee must repay the HOME investment in accordance with §92.503(b)(3) whether or not it is able to recover any portion of the HOME investment from the noncompliant homebuyer. Therefore, it is crucial for the Grantee to have enforcement mechanisms in its written agreements with homebuyers to protect its investment and minimize its risk in HOME-assisted homebuyer projects in the event of noncompliance by the homebuyer.

12. **Prohibition of Fees.** The Grantee and its contractors are prohibited from charging servicing, origination, processing, inspection, or other fees for the costs of administering a HOME program, except as permitted by §92.214(b)(1).
13. **Anti-displacement 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 soft cost expenses are included in this category. Grantee also certifies that it has adopted an Anti-displacement and Relocation Assistance Plan, which is included in its Policies and Procedures Manual.
14. **Clearance, Conversion, or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant 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.

## PY 2021 Community Housing Impact and Preservation Program

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, **OCD Residential Rehabilitation Standards (RRS)** contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>);
  2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by OCD; or
  3. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.
15. **Housing Rehabilitation and Repair Activities.** Housing rehabilitation and repair activities must be implemented in accordance with the 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.

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

## **PY 2021 Community Housing Impact and Preservation Program**

In accordance with **24 CFR 92.254(f)**, grantee must adopt program policies for homeownership activities that include underwriting guidelines to determine the appropriate amount of assistance necessary to assist the low-income buyer; assessment of a buyer's ability to purchase and remain in the home (e.g., housing and consumer debt ratios, anticipated income, and available assets); and anti-predatory lending and subordination policies.

### **17. Responsibilities and Written Agreements.**

- 1. Responsibilities.** Grantee is responsible for ensuring that HOME funds are used in accordance with all program requirements. The use of contractors or other units of local government as partners does not relieve Grantee of this responsibility. At a minimum, the Grantee is responsible for the following.
  - i. Affordability.** A separate, stand-alone written agreement for units receiving direct assistance must be executed and require housing assisted with HOME funds to meet the affordability requirements of **§92.252** or **§92.254**, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
  - ii. Project requirements.** Grantee must be in compliance with project requirements in **24 CFR 92.250 subpart F** (Maximum per Unit Subsidy Amount, Underwriting, and Subsidy Layering, as applicable in accordance with the type of project assisted. At a minimum, OCD's current Underwriting Process must be utilized.
  - iii. Housing quality standard.** Grantee must require owners of rental housing assisted with HOME funds to maintain the housing in compliance with applicable Housing Quality Standards and local housing code requirements for the duration of the agreement.
  - iv. Enforcement of the agreement.** Grantee must use means of enforcement for 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. Remedies for breach of this provision are suspension or termination of grant.
  - v. 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) Grantee must enter into a written agreement with the entity ensuring compliance with the requirements of this part. The agreement remains in effect during the period for affordability under **§92.252** or **§92.254**, as applicable.

## **PY 2021 Community Housing Impact and Preservation Program**

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

## **PY 2021 Community Housing Impact and Preservation Program**

- 8. Other program requirements.** The agreement must specify that the entity must 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 Grantee's responsibilities for environmental review in §92.352 or the intergovernmental review process in §92.357.
- 18. Oversight.** Grantee is responsible for the oversight and management of the day-to-day operations of its HOME program, including the performance of all entities receiving HOME funds from Grantee to assure compliance with the requirements in §92.204, and for taking appropriate action when performance problems arise. Not less than annually, Grantee must review the performance of each contractor.
- 19. Other Program Requirements.** The Grantee must carry out each activity in compliance with all federal laws and regulations described in 24 CFR part 92 subpart H, except that the grantee does not assume the State's responsibilities for release of funds under §92.352 and the intergovernmental review process in §92.357 does not apply to the grantee.
- 20. 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. Information on registration is available at [www.sam.gov](http://www.sam.gov).
- 21. Special Conditions on Lead-Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the 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 35.1350. 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 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.

## **PY 2021 Community Housing Impact and Preservation Program**

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

## **PY 2021 Community Housing Impact and Preservation Program**

- 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 Grantor upon request.
- 4) That 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 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 O.A.C. 3701-32-12.
  - 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

### **22. Project Specific Conditions.**

- a. Grantee must utilize the voluntary acquisition, donation, and waiver forms and process that are currently posted on the OCD Website at <https://development.force.com/OCDTA/s/topic/0TOt0000000PPZdGAQ/uniform-relocation-act> under Uniform Relocation Act. The format, the method of determining value, the process for providing notices, and 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,

## **PY 2021 Community Housing Impact and Preservation Program**

and Section 104(d) procedures which is located at:

[https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/cpd/13780](https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780).

- 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.
- e. The value after rehabilitation of owner-occupied projects, with or without acquisition assistance, must not exceed 95% of the median purchase price for the area. To determine 95% of median value, use the HOME affordable homeownership limits for existing housing as published by the U.S. Department of Housing and Urban Development, or in accordance of the Final Rule, as determined locally through market survey.

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

- Informed estimate of value by qualified staff,
- Appraisal including added value of rehabilitation,
- Tax assessment if based on market value of comparable unit to post rehabilitation.

### **23. Cost Definitions.**

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

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

## **PY 2021 Community Housing Impact and Preservation Program**

- 1) HOME Administration cannot exceed 10% of HOME funds.
  - 2) Administration is an eligible budget category for all housing activities.
  - 3) Charges to walk away units or when a national objective is not met, must be charged to administration.
  - 4) For more information, please see the HOME and CDBG requirements outlined in **24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09**
- b. **Soft cost definitions. Eligible project soft costs are staff and overhead costs (salary and benefits) and other costs directly related to carrying out each specific project. Examples of soft costs include the following:**
- 1) **Creating and managing specific case files/databases of projects under contract.**
  - 2) **Preparing, filing, recording legal/financial documents for specific eligible cases.**
  - 3) **Inspecting and testing dwellings (including all the inspections and tests in Appendix A of the Residential Rehabilitation Standards (RRS), LBP inspections, risk assessments and clearance testing).**
  - 4) **Preparing specifications/work write-ups.**
  - 5) **Managing the contractor procurement process.**
  - 6) **Monitoring and managing the construction process and the private contractors.**
  - 7) **Responding to client's complaints.**
  - 8) **Costs associated with title searches.**
  - 9) **Counseling of the specific clients assisted through a CHIP Program activity.**
  - 10) **Relocation of households during the construction process.**

## **PY 2021 Community Housing Impact and Preservation Program**

**24 CFR 92.207 (b) Staff and Overhead details Project Related "soft costs", and notes that they may be charged as administrative costs or as project costs under 92.206 (d) (6) and (f) (2) at the discretion of the participating jurisdiction. This includes all the project "soft costs" such as lead risk assessments, lead clearance tests, lab costs, mortgage lien recording fees and all inspections and testing required in Appendix A of the Residential Rehabilitation Standards (RRS). This includes tests conducted on wells, septic systems, furnaces and heating systems, wood destroying insects and pest inspections, as well as energy assessments. Only hard costs may be charged to a client's mortgage.**

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

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

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### **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 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 30 days of the request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in 2 CFR 200.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per 2 CFR 200.333. 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**

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

Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons as a result of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24.
5. It will certify that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75, and will follow the prioritization of effort outlined in §75.19:
  - a. Employment and training.
    - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:
      1. Section 3 workers residing within the service area or the neighborhood of the project, and
      2. Participants in YouthBuild programs.
  - b. Contracting
    - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, Grantee shall ensure contracts for work

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awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
2. YouthBuild programs.

6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of §570.486 and 42 U.S. Code § 5304.
7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
9. It will certify that it has complied with the following criteria related to assessments and fees:

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

Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

- a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.
- b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

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

- a. The assessment represents that property's share of the capital cost of the improvements;
- b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements; and
- c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

10. It will certify that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601- 3619) and implementing regulations.
11. Its activities concerning lead-based paint will comply with the requirements of 24 CFR 35, subparts A, B, J, K, and R.
12. It will comply with all applicable laws.
13. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
  - a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12936, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal

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entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3146), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- g. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

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**U.S.C. 1251-1367).** Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- h. Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see **2 CFR 180.220**) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at **2 CFR 180** that implement Executive Orders 12549 (**3 CFR part 1986 Comp., p. 189**) and 12689 (**3 CFR part 1989 Comp., p. 235**), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.** Contracts for projects that meet the definition of "Section 3 Project" under **24 CFR 75.3(a)(2)** must include language applying the requirements of Section 3 of the Housing and Urban Development Act of 1968 (**12 U.S.C. 1701u**) and implementing regulations at **24 CFR part 75**.
- k. See §200.323 Procurement of recovered materials.**
- l. See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**
- m. See §200.322 Domestic preferences for procurements.**

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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.