

RESOLUTION NO. 16-10
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE 19th
DAY OF April, 2010.

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) DELEGATION OF ACTIVITIES AGREEMENT WITH
MONTGOMERY COUNTY.**

WHEREAS, the City of Centerville is promoting the Centerville Home Enhancement Loan Program, a program to provide and administer a financial assistance program for Centerville homeowners; and

WHEREAS, the Home Enhancement Loan Program is intended to encourage owner occupied, single family homeowners at eighty percent (80%) or below median income to undertake improvements to their homes, thus stabilizing neighborhood housing values and preventing decline and blight; and

WHEREAS, the Program will utilize Community Development Block Grant (CDBG) and the City will partner with community financial institutions to offer Centerville homeowners competitive interest and loan terms to help make home improvement projects more affordable and attainable; and

WHEREAS, the City will provide up to two percent (2%) interest buy-down on home improvement loan rates established the partnering financial institution; and

WHEREAS, Montgomery County is the recipient of funds from the United States Department of Housing and Urban Development and is responsible for the development implementation, administration, and valuation of HUD's Community Development Block Grant Program in Montgomery County, Ohio; exclusive of the cities of Dayton and Kettering; and

WHEREAS, the County intends to use these funds to implement projects within the City of Centerville entitled Centerville Home Enhancement Loan Program;

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

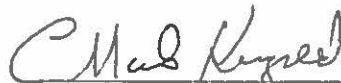
Section 1:

The City Manager is hereby authorized and directed to enter into an agreement for Delegation of Activities (DOA) with Montgomery County, Ohio in the form attached hereto as Exhibit "A" and incorporated herein.

Section 2: That the City Manager is hereby authorized and directed to do any and everything necessary to carry out the terms of said agreement and the Centerville Home Enhancement Loan Program in general.

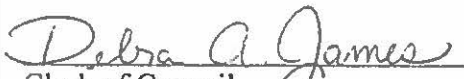
Section 3: This Resolution shall become effective immediately upon passage.

PASSED THIS 19th day of April, 2010.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 16-10, passed by the Council of the City of Centerville, Ohio on the 19th day of April, 2010.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

AGREEMENT FOR DELEGATION OF ACTIVITIES (DOA)

Montgomery County Community Development Block Grant Program

Grant No. B-09-UC-39-0004

THIS AGREEMENT is entered into as of this ___ day of _____, 20___, including attached conditions, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "County" and the City of Centerville Ohio, hereinafter referred to as "Centerville".

WHEREAS, the County is a recipient of funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", responsible for the development, implementation, administration, and evaluation of HUD's Community Development Block Grant Program, hereinafter referred to as "CDBG" in Montgomery County, exclusive of the cities of Dayton and Kettering; and

WHEREAS, Centerville possesses statutory authority and management capability necessary to assist the County in the execution of its responsibilities as a CDBG County and has been determined by the County to be an appropriate party to assume the primary administration of activities described as Centerville Home Enhancement Loan Program in HUD CDBG Program Grant No. B-09-UC-39-0004; and

WHEREAS, by this Agreement, the parties are making provision for the administration and conduct of that activity by Centerville.

NOW, THEREFORE, WITNESSETH, the County and Centerville do mutually agree as follows:

1. PURPOSE

The purpose of this agreement is to provide funding for CDBG project activities approved by the County under the CDBG Program, for fiscal year 2009 as described in the Work Program outlined in Appendix A.

Project activities, tasks, schedule, and budget are included in Appendix A & B.

All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Appendix A, the budget set forth in Appendix B, and the conditions, assurances, and requirements set forth in HUD CDBG Program Grant No. B-09-UC-39-0004 as detailed in Appendix C. Centerville further agrees that it will notify the County prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of HUD CDBG Program Grant No. B-09-UC-39-0004 and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the County.

2. EFFECTIVE DATE AND TIME OF PERFORMANCE

This agreement takes effect March 4, 2010. The activities to be performed by Centerville are described in Appendix A and will be completed on or before December 30, 2012.

3. ROLES AND RESPONSIBILITIES

I. County

- A. The County shall provide Centerville with FY09 CDBG funds in an amount not to exceed \$20,000.
- B. The County shall monitor, evaluate, as well as, provide guidance and technical assistance to Centerville for the conduct of such activities and in compliance with CDBG regulations.
- C. The County shall attend all applicable pre-bid meetings and bid openings, unless otherwise agreed.

II. Centerville

- A. Centerville shall, in a timely and satisfactory manner as determined by the County, perform the work described by the goals and objectives set forth in Appendix A. Such work shall comply with all applicable federal, state and local requirements.
- B. Centerville shall be the contracting agent entering into all contracts related to the CDBG project outlined in this contract.
- C. Centerville shall communicate with the County prior to publishing legal notices related to the project and follow the bidding process procedures outlined in Appendix A.
- D. Centerville shall submit timely invoices for reimbursement to the County and follow the procedures as outlined in Section 4 (IV).

4. BUDGET AND DISBURSEMENT OF FUNDS

- I. **Total Award:** The total amount to be awarded to Centerville under this agreement shall not exceed \$20,000. Centerville may modify this budget only after having requested and received prior written approval from the County.
- II. **Uniform Administrative Requirements:** Subject to receipt of funds from the United States Treasury, the County agrees to reimburse Centerville for authorized expenditures. Expenditures must be verified by reference to vouchers and similar supporting documentation maintained under those generally accepted accounting principles and procedures approved by the County and shall comply with the requirements and standards of OMB Circular No. A-21, "Cost Principles for Educational Institutions"; OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments"; OMB Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments"; OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"; OMB Circular No. A-122 "Cost Principles for Non-profit Organizations"; and shall comply with applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

- III. **Disbursements:** Disbursements from the Integrated Disbursement and Information System (IDIS) will not be made until funds are needed for payment of eligible costs. The County will endeavor to give notice to Centerville promptly after receipt by the County of notice that funds from the U.S. Treasury may be suspended, withheld, or withdrawn, if that action could affect Centerville's activities under this Agreement.
- IV. **Payment Timeline:** All payments will be reimbursed to Centerville, who will submit to the County, an invoice(s) sufficient to support payment, a copy of cancelled check(s), a report as outlined in Section 6 and a completed Appendix D form. Requests for reimbursement of qualified invoices must be submitted (along with supporting documentation) to the County within 90 days of the invoice date.

The County will within ten (10) working days of the receipt of the invoice, approve, disapprove, or adjust payment of the invoice, and will make the subsequent payment equal to the amount of approved expenditures to Centerville, or notify Centerville in writing of its decision to disapprove, and the conditions to be met for approval. In no event will Centerville receive reimbursements in excess of the sum of \$20,000 which is the total amount of CDBG funds authorized by this Agreement and which is detailed in the budget set forth in Appendix B.

5. **Program Income**

Any amount of money received by Centerville which was generated from the use of CDBG funds is known as CDBG program income and, as such, is governed by the appropriate CDBG administrative regulations and is to be retained by and utilized at the sole option of Montgomery County, pursuant to 24 CFR 570.504 of the CDBG administrative regulations. Centerville shall report all program income to the County's authorized representative as soon as it is received.

6. **REPORTING, RECORDS**

I. **Reporting**

Centerville shall keep accurate books and records of the number of Montgomery County citizens served by or benefiting from project activities.

Centerville will submit, with each invoice to the County covered under the terms of this Agreement the following reports:

- (A) Progress report of Centerville's activities and accomplishments during the period with emphasis on the provisions set forth as specified objectives of the project in Appendix A.
- (B) Financial statement of CDBG expenditures made by Centerville during the period pursuant to the project with additional emphasis on a comparison of accumulative CDBG expenditures made by Centerville in the conduct of the project to the specific cost categories set forth in the budget in Appendix B. The financial statement will serve as Centerville's invoice for payment to the County.
- (C) Any special report made necessary by the imposition of the County or HUD or additional reasonable requirements pursuant to HUD Program Grant No. B-09-UC-39-0004.

Centerville will include the activities delegated by the terms of this Agreement in its annual audit which shall be undertaken in accordance with the provisions of OMB Circular A-133 and A-110 and regulations at 24 CFR Part 44 and which shall include a compliance review as per A-133 and CFR 44.5. The audit must then be submitted to the County for review.

II. Records

Centerville also agrees to prepare, retain for a period of at least three (3) years after the date of grant close-out, and permit access by the County, HUD, and the Comptroller General to inspect, as deemed necessary, program records, which includes the following:

- (A) Final records and documentation sufficient to support payment of expenses,
- (B) Property inventories,
- (C) Meeting announcements, agendas, and minutes,
- (D) Time sheets and personnel records,
- (E) Documentation supporting Centerville's accomplishments in the conduct of the project,
- (F) All specifications, advertisements, and terms of contracts for goods and ~~services~~ procured by Centerville in the conduct of the project, and
- (G) Documentation of Centerville's continued compliance with the HUD requirements set forth in Appendix C.
- (H) Records required to determine the eligibility of activities and any benefit to direct recipients;
- (I) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (J) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

7. REVERSION OF ASSETS

Upon the expiration of this Agreement, Centerville shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under Centerville's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must either:

- (A) Be used to meet one of the national objectives outlined in 24 CFR 570.208 under the following conditions:
 - i) If Centerville is a unit of local government, five (5) years after the date that Centerville is no longer a part of the Montgomery County "Urban County", (that is, five years from the date Centerville decides to "opt out" of the County's CDBG Program);
 - ii) If Centerville is a non-profit agency, ten (10) years after the expiration of this Agreement;

OR

- (B) Be disposed of in a manner that results in the County's being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the property.

If there is real property being acquired or improved under this Agreement with CDBG funds, Centerville and the County must have reached a prior agreement as to which of the above options will be used and enforced. The option for this Agreement is A (i).

8. OTHER FEDERAL REQUIREMENTS

I. NON-DISCRIMINATION, Equal Opportunity

Employment: During the performance of this Agreement, Centerville will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Centerville will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Equal Opportunity: Centerville shall maintain an Equal Opportunity Plan and provide proof of such plan upon request.

Equal Access: Centerville further assures that no person will be denied equal access to, excluded from participation, or be denied the proceeds of any CDBG funded project subject to this Agreement; and will adhere to the non-discrimination provisions promulgated pursuant to the Executive Orders and federal statutes referenced in Appendix C, attached hereto. Centerville understands that the County may request certain data or reports related to Equal Employment Opportunity/Affirmative Action and ensures the cooperation of its staff in the compilation and submission of such information.

II. Avoidance of Conflict of Interest

No person who is an employee, agent, consultant, officer, or elected official or appointed official of the County or Centerville, who exercise or have exercised any functions or responsibilities with respect to activities funded by CDBG Program funds, who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted with CDBG Program funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity funded with CDBG Program funds, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Centerville shall comply with any and all federal provisions and local and state statutes, as applicable, regarding the avoidance of conflict of interest.

- III. Centerville shall carry out the activities under this agreement in compliance with all Federal laws and regulations and as referenced in Appendix C.

9. SPECIAL CONDITIONS

I. Rehabilitation

- A. **Environmental Review:** Centerville shall furnish the County a list of all proposed properties for rehabilitation to enable the County to conduct site specific environmental reviews. The County will notify Centerville when the site specific review is completed. Centerville shall not expend funds for a project until notified by the County that the site is eligible for funding. Centerville may approve financing to homeowners contingent upon environmental review completion and approval.
- B. **Intake/assessment of eligibility:** Centerville will assist eligible property owners with the completion of applications to permit eligibility determinations for rehabilitation assistance. Centerville will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, Centerville will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services.

Initial eligibility determination of households/structures will be made by the Centerville on the basis of satisfaction of income requirements (single-unit structures must be occupied by a low- and moderate-income household; if a two-unit structure, at least one must be so occupied; and if three or more units in a structure, at least 51 percent of the units must be occupied by low- and moderate-income households [at affordable rents, where applicable] according to the most current income limits established by HUD), the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies, and any other pertinent criteria set forth in the approved program design.

- C. **Outreach:** Centerville will conduct sufficient advertisement of the housing rehabilitation program and other forms of outreach to ensure equal access to the program.
- D. **Work write-ups:** for each eligible unit to be assisted, Centerville will approve a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be signed and dated by Centerville and the homeowner.
- E. **Bank financing:** Centerville will provide up to a 2% interest buy down for approved homeowner rehabilitation projects. Centerville will secure an appropriate financing partner through a competitive RFP process. Centerville will ensure that the identified partner will provide affordable, fair and sound loan products for the project. Centerville will provide assistance to applicants when applying for such financing upon request.
- F. **Solicitation and selection of contractors:** Centerville will assist approved applicants in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. Centerville will provide forms and sample contract formats for the applicants to use in contracting with the contractors and will assist the applicant in ensuring that the description of the work contained in any contracts with contractors is accurate and complete.

- G. **Periodic and final inspections:** Centerville will perform periodic site visits to ascertain that the approved and contracted rehabilitation work is proceeding properly and satisfactorily, will approve appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor.
- H. **Approval of contractor payments:** as rehabilitation progresses, Centerville will verify that the expenses are reasonable and the work has been completed properly. Centerville will submit a final inspection report with photographs of the rehabilitated property.
- I. **Maintenance of case files and other records:** for each applicant, Centerville will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Centerville (along with repayment/ recapture provisions), documentation of liens and any other forms of security, contractor selection criteria, copy of contract between owner and contractors), documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). Centerville will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). Centerville will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section 6 of this Agreement.
- J. **Refinement of housing rehabilitation program plans, procedures and forms:** subject to review and approval by the County, Centerville will establish, or make any necessary revisions to, the housing rehabilitation program design and procedures (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts

10. ENFORCEMENT, MONITORING

I. Enforcement

The County may for cause, undertake one or more of the following courses of action:

- (A) Withhold funds until the situation has been corrected;
- (B) Suspend Centerville's authority to spend funds or to conduct the program until the situation is corrected; or
- (C) Terminate this contract in whole or in part; provided, however, that the County shall not withhold, suspend or terminate funds to the extent that Centerville has made a legally binding commitment of funds to a third party in an amount and for a purpose which is within Centerville's authority and within the terms of this Agreement.

The County shall provide the necessary funds to Centerville to honor that commitment or, at the County's option; the County may assume and perform the commitment made by Centerville. Cause shall include, but not be limited to,

1. Failure, for any reason, of Centerville to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and HUD directives as may become generally applicable at any time;
2. Submission by Centerville to HUD or to the County of reports that are incorrect or incomplete in any material respect;
3. Ineffective or improper use of funds provided under or generated by this contract and/or
4. Suspension or termination by HUD of the grant to the County under which this Agreement is made, or the portion thereof delegated by this Agreement. The County shall initiate one or more of the above courses of action by giving reasonable written notice specifying no earlier than fifteen (15) calendar days from the issuance of the notice the effective date of one or a combination of, the above courses of action. Centerville shall have the right to cure any default during such notice period. During this cure period, Centerville shall not make any binding commitments of funds to third parties.

If Centerville is unable or unwilling to comply with such additional conditions as may be lawfully applied by the County or HUD, Centerville shall terminate the contract by giving reasonable written notice to the County, signifying the effective date of termination no later than fifteen (15) calendar days from the date of notice. In such event the County may require Centerville to ensure that adequate arrangements have been made for the transfer of Centerville's activities to another Delegate or to the County.

In the event of any termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Centerville under this contract shall become the property of the County and Centerville shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, Centerville shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by Centerville and the County may withhold any reimbursement to Centerville for the purpose of setoff until such time as the exact amount of damages due the County from Centerville is agreed upon or otherwise determined.

11. GENERAL PROVISIONS

- I. COMPLIANCE WITH STATE AND LOCAL LAWS Centerville shall comply with all applicable laws, ordinances, and codes of state and local governments.
- II. CONTRACT MODIFICATIONS The County or HUD may, from time to time, impose other reasonable conditions in connection with the activities delegated under the terms of this Agreement and Centerville agrees to comply with such conditions upon receiving written notice from the County or HUD or to invoke the provisions of Paragraph 12 or 13 of this Agreement. Any amendment to this Agreement must be signed by the authorized representative of both parties and will be incorporated as a written appendix to this Agreement.

- III. **COVENANT AGAINST CONTINGENT FEES** Centerville warrants that no person or selling agency or other organization has been employed or retained to solicit or secure brokerage, or contingent fee. For breach or violation of this warrant, the County shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage brokerage, or contingent fee, or to seek such other remedies as legally may be available. This provision does not prohibit the use of real estate agents in the search for housing units for implementing work under this Agreement.
- IV. **PUBLIC INFORMATION** Centerville will not knowingly or deliberately conceal its delegate status with respect to the County in public meetings and in publicity settings through any of the news media, newsletters and flyers, or in lecture or information speeches by Delegate officers or program staff, when Centerville program is the main item of attention or discussion. Centerville shall state on all letterheads, flyers, signs, displays, and newsletters which discuss or refer to the CDBG funded programs that they are a Delegate of the County.
- V. **PRIOR AUTHORIZATION** None of the work or services authorized by this Agreement shall be contracted without prior approval of the County.
- VI. **Anti-Lobbying** Centerville certifies that:
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 an 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.
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, Centerville shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
Centerville 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 referenced shall certify and disclose accordingly.
- VII. **DOCUMENTATION REGARDING COMPLETION OF ACTIVITIES**
The County will be provided with copies of plans, reports, studies, or other documentation signifying and giving evidence of the completion of the activities authorized by the terms of this Agreement at such time as Centerville has fulfilled its responsibilities in executing the terms of this Agreement.
- VIII. **RESTRICTIONS REGARDING OTHER CONTRACTS** This Agreement in no way precludes, prevents, or restricts Centerville from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Board, assuming that the contractual work in no way impedes Centerville's ability to perform the services required and at the time of entering into this Agreement it has no interest in nor shall it acquire any interests, direct or indirect, in any agreement which will impede its ability to perform the

required services under this Agreement.

- IX. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to the extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.
- X. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.
- XI. The parties hereto acknowledge that a portion of the dollars authorized by this agreement will be utilized by Centerville. Centerville assumes responsibility that these funds are expended according to the appropriate HUD rules and regulations.
- XII. **COMPLIANCE WITH APPROVED PROGRAM** All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Appendix A, the budget set forth in Appendix B, and the condition, assurances, and requirements set forth in HUD CDBG Program Grant No. B-09-UC-39-0004 as detailed in Appendix C. Delegate further agrees that it will notify the County prior to undertaking any activity or authorizing an expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of HUD CDBG Program Grant No. B-09-UC-39-0004 and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the County.
- XIII. This contract must be signed and returned to the Montgomery County Community Development Office by the Contractor within thirty (30) calendar days after date of notifications or contract may be canceled and voided by Montgomery County.
- XIV. If for any reason other than that as is found identified in Section 9 hereof, either party decides this project is not in their best interest, they may terminate this Agreement upon thirty (30) calendar days written notice.
- XV. The County's authorized representative for this contract shall be Judy L. Mott, Community Development Manager, 451 West Third Street, County Administration Building, 10th Floor, Dayton, Ohio 45422-1090.

END

15. EFFECTIVE DATES. This Agreement shall be in force March 4, 2010 and terminates on December 30, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2010.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, OHIO

BY _____

Dan Foley, President
County Commission

BY _____

Judy Dodge
County Commissioner

BY _____

Deborah A. Lieberman,
County Commissioner

OR

BY _____

Deborah A. Feldman
Administrator
Montgomery County, Ohio

City of Centerville
(Delegate)

BY _____

ITS _____

FED. I.D. NO. _____

APPROVED AS TO FORM:
MATHIAS A. HECK, JR., Prosecuting Attorney

BY  / DATE 3-16 10
Assistant Prosecuting Attorney

APPENDIX A

FY 2009 CITY OF CENTERVILLE HOME ENHANCEMENT LOAN PROGRAM

Delegate: City of Centerville, Ohio

Project: Home Enhancement Loan Program

Objective: To provide a \$20,000 grant to the City of Centerville, OH a unit of local government. Funds are being provided to:

Encourage owner-occupied, single-family homeowners at 80% or below of area median income to undertake improvements to their homes, thus stabilizing overall neighborhood housing values and preventing decline and blight. The program will partner with a community financial institution to offer Centerville homeowners competitive interest rates and loan terms to help make home improvement projects more affordable and attainable. The City will provide up to a 2% interest buy down on home improvement loan rates established by the partnering financial institution.

<u>Activity</u>	<u>Date</u>	<u>Responsible Party</u>
▪ Request for Proposals	3/10	Centerville
▪ Contract with Financing Partner	4/10	Centerville
▪ Announce Program to Public	5/10	Centerville
▪ CDBG Project Management & Monitoring	As Needed	County
▪ Project close-out	12/12	County

APPENDIX B

BUDGET

Delegate: City of Centerville
Project: Home Enhancement Loan Program
Total Project Cost Estimate: \$25,000
Total CDBG Funds: \$20,000

<u>Project/Scope of Work</u>	<u>Amount</u>	<u>CDBG Funded</u>	<u>Centerville</u>
Funds available to Homeowners	\$25,000	\$20,000	\$5,000
Total Cost Estimate:	\$25,000	\$20,000	\$5,000

APPENDIX C

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (HOUSING) CERTIFICATIONS

The County hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally assisted program. Also, the County give assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program;
- B. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the County to submit the application and enter into subsequent contracts, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the County to act in connection with the submission of the application and subsequent contracts and to provide such additional information as may be required;
- C. It is following a current Consolidated Plan which has been approved by HUD and the County pursuant to 570.302 and Part 91, and that any activities to be assisted with CDBG funds will be consistent with the Consolidated Plan;
- D. It has developed its request for funds and funded project so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight or is designed to meet other community development needs having a particular urgency because existing conditions pose a serious threat to the health and welfare of the community, and other financial resources are not available;
- E. It will affirmatively further fair housing;
- F. It will minimize the displacement of persons as a result of activities assisted with CDBG funds and will assist persons actually displaced as a result of such activities;
- G. The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR 570 Subpart K;
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended;
 - 3. The Fair Housing Act (42 U.S.C. 3601-20) and the County will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
5. Section 3 of the Housing and Urban Development Act of 1968, as amended; and the regulations issued pursuant thereto;
6. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations issued at 24 CFR Subpart K;
8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8;
9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
10. The acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the implementing regulations at 49 CFR Part 24;
11. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issued to implement such requirements;
12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
13. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
14. The regulations, policies, guidelines, and requirements of 24 CFR Part 85-Administrative Requirements and OMB Circular Nos. A-87 (governments only), A-110 (Attachments A, B, C, F, H, N, & O for non-profits), and A-122 for non-profits as they relate to the acceptance and use of Federal funds under this federally assisted program;
15. Section 402 of the Vietnam Veterans Adjustment Assistance Act of 1974 (Pub. L. 93-508), as amended and implementing regulations when published for effect;
16. The Americans With Disabilities Act of 1990;
17. The regulations, policies, guidelines and requirements of OMB Circular No. A-128 (governments only) or A-133 (non-profits only). The grant activity will be part of the County's annual audit and that audit will be submitted to the County for review;
18. The provisions of the National Environmental Policy Act of 1969; and the regulations issued pursuant thereto;

19. The Clean Air Act , as amended (42 U.S. C. 1857 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.); and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended;
20. The Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291), P.L. 89-665, Executive Order 11593, and the procedures described by the Advisory Council on Historical Preservation in 36 CFR Part 800.
21. 24 CFR part 49 restricts the eligibility of newly legalized aliens for benefits under covered activities funded by certain CDBG programs.
22. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).
23. 24 CFR parts 92, 570 and 576 as modified by Executive Order 11246.

HOME funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to its property to a wholly secular entity and the entity may participate in the HOME program in accordance with the requirements of this part. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all people regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

- H. No member of or delegate to the congress of the United States shall be admitted to any share or part of the Agreement or to any benefit to arise from same;
- I. No member, officer or employee of the County, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with the provisions of the Hatch Act which limits the political activity of employees;
- K. It will give HUD and the Controller General or any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant, and that it will maintain such records, books, papers, or documents for three (3) years after the close of the project;

- L. It will comply with the lead-based paint requirements of 24 CFR 570.608 issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4822 et seq.);
- M. It will not use CDBG funds for publicity or propaganda purposes designed to support or defeat legislation pending Federal, State or local governments;
- N. Real or personal property purchased in whole, or in part with CDBG funds, shall not be disposed of through sale, use or location without the written permission of the County and HUD. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504;
- O. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Housing and Community Development Act 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;
 - 1. Funds received under Section 106 of the Act 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 revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the County certifies to the County that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of Subparagraph 1 above.

APPENDIX D
MONTGOMERY COUNTY CDBG FINANCIAL REPORT AND REQUEST FOR PAYMENT

SUBCOUNTY: City of Centerville PROJECT: Home Enhancement Loan Program

MONTHLY PERIOD FROM: _____ TO: _____

INVOICE #: _____

Objective/Description	CDBG Funds Budgeted	Local Funds Budgeted	CDBG Funds Expended This Period	Local Funds Expended This Period	CDBG Funds Expended To Date	Local Funds Expended To Date	CDBG Funds Balance	Local Funds Balance

CERTIFICATE

I certify that this claim is authorized expenditures incurred pursuant to this grant and is supported by appropriate documentation. I further certify that financial records, supporting documents, statistical records, and all other records pertinent to this grant project shall be retained for a period of three (3) years, according to regulations contained in the Office of Management and Budget (OMB) Circulars A-102 or A-133 as applicable to the project.

Signature: _____ Date: _____