

RESOLUTION NO. 3-79  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN J.V. Stone ON THE 15th  
DAY OF January, 1979.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, FOR THE DELEGATION OF ACTIVITIES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an Agreement with the Board of County Commissioners of Montgomery County, Ohio, for the delegation of activities of the Community Development Block Grant Program (Grant Number B-78-UC-39-0004 and Grant Number B-78-SQ-39-0002), a copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

PASSED this 15th day of January, 1979.

Victor A. Green  
Mayor of the City of Centerville, Ohio

ATTEST:

Marilyn McLaughlin  
Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of a Resolution passed by the Council of the City of Centerville, Ohio, on the 15th day of January, 1979.

Marilyn McLaughlin  
Clerk of the Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

AGREEMENT FOR DELEGATION OF ACTIVITIES  
 Montgomery County Community Development Block Grant Program  
 Grant No. B-78-UC-39-0004  
 Grant No. B-78-SQ-39-0002

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ , 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 \_\_\_\_\_ of Montgomery County, Ohio, hereinafter referred to as the "Delegate".

WHEREAS, the County is a grantee 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.

WHEREAS, the Delegate possesses statutory authority and management capability necessary to assist the County in the execution of its responsibilities as a CDBG grantee and has been determined by the County to be the most appropriate party to assume the primary administration of an activity described as Temple Property Historic Rehabilitation in HUD CDBG Program Grant No. B-78-UC-39-0004 and Grant No. B-78-SQ-39-0002.

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

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

1. WORK TO BE PERFORMED. The Delegate shall, in a timely and satisfactory manner as determined by the County, perform the work program described by the goals and objectives set forth in Appendix A.
2. FUNDS AUTHORIZED AND SCHEDULE OF PAYMENTS. Subject to receipt of funds from the United States Treasury, the County agrees to reimburse the Delegate for authorized expenditures for which vouchers and other similar documentation to support payment for expenses are maintained under those generally accepted accounting principles and procedures approved by the County and outlined in Federal Management Circular A-102 (revised) and HUD Handbook 1G 6505.2, Audit Guide and Standards for Community Development Block Grant Recipients. An advance of \$ -0- will be made to the Delegate for estimated expenditures for -0- days. All subsequent payments will be made to the Delegate who will within 10 working days of the last day of each month covered under the terms of this Agreement, submit to the County, as an invoice sufficient to support payment, a monthly financial statement of actual expenses incurred during the previous month. 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 the Delegate or notify the Delegate in writing of its decision to disapprove and the conditions to be met for approval. In no event, will the Delegate receive reimbursement in excess of the sum of \$ 10,000.00 which is the total amount of CDBG funds authorized by this Agreement and detailed in the budget set forth in Appendix B.
3. 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 conditions, assurances, and requirements set forth in HUD CDBG Program Grant No. B-78-UC-39-0004 and Grant No. B-78-SQ-39-0002 as detailed in provisions of the County's application which are set forth as Appendix C. The Delegate 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-78-UC-39-0004 and Grant No. B-78-SQ-39-0002 and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the County. Any additional special condition applicable to the administration and conduct of the activity authorized by this Agreement will be incorporated in the Agreement as a written appendix.

4. REPORTS, RECORDS, MONITORING, AND EVALUATION. The County will monitor, evaluate, and provide guidance, direction, and technical assistance to the Delegate in the conduct of activities delegated by the terms of this Agreement. The Delegate will submit to the County within 10 working days of the end of each month covered under the terms of this Agreement the following reports:

- A) Progress report of Delegate's activities and accomplishments during the period with emphasis on the provisions set forth as specific objectives of the project in Appendix A.
- B) Financial statement of CDBG expenditures made by the Delegate during the period pursuant to the conduct of the project with additional emphasis on a comparison of accumulative CDBG expenditures made by the Delegate 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 the Delegate's invoice for payment to the County, as described in Paragraph #2, above.
- C) Any special reports made necessary by the imposition by the County or HUD of additional reasonable requirements pursuant to HUD CDBG Program Grant No. B-78-UC-39-0004 and Grant No. B-78-SQ-39-0002.

The Delegate also agrees to prepare, retain for a period of at least three (3) years, and permit the County to inspect as it deems necessary, records of the conduct of the activities delegated under the terms of this Agreement, including at least the following:

- A) Financial 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 Delegate's accomplishments in the conduct of the project,
- F) All specifications, advertisements, and terms of contracts for goods and services procured by the Delegate in the conduct of the project, and
- G) Documentation of the Delegate's compliance with the HUD requirements set forth in Appendix C.

The Delegate further agrees that the County may carry out and that it will effectively ensure the cooperation of its staff and other responsible officials with the following monitoring and evaluation activities:

- A) Regular on-site visits by the County to the Delegate to monitor the progress of the activities delegated under the terms of this Agreement, to review compliance with the terms of this Agreement, and to offer assistance in the conduct of the project.
- B) Evaluation by the County and/or its agent(s) of the results of the activities delegated under the terms of this Agreement in relationship to the stated long and short term goals of the County's CDBG Program and to the purpose and intent of the Housing and Community Development Act of 1974.

Such evaluations will be conducted at least at the mid-point of the period covered under the terms of this Agreement and at the termination of this Agreement.

- C) Any special monitoring or evaluation activities made necessary by the imposition by the County or HUD of additional reasonable requirements pursuant to HUD CDBG Grant No. B-78-UC-39-0004 and Grant No. B-78-SQ-39-0002.
5. COMPLIANCE WITH STATE AND LOCAL LAWS. The Delegate shall comply with all applicable laws, ordinances, and codes of state and local governments.
  6. CHANGES. 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 the Delegate agrees to comply with such conditions upon receiving written notice from the County or HUD or to invoke the provisions of Paragraph 10 of this Agreement. Any amendment to this Agreement must be signed by the authorized representatives of both parties and will be incorporated as a written appendix to the Agreement.
  7. COVENANT AGAINST CONTINGENT FEES. The Delegate warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, 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.
  8. PUBLIC INFORMATION. The Delegate 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 informational speeches by Delegate officers or program staff, when the delegated program is the main item of attention or discussion. The Delegate shall state on all letterheads, flyers, signs, displays, and newsletters that they are a Delegate of the County.
  9. NON-DISCRIMINATION. During the performance of this Agreement, the Delegate will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry or handicap. The Delegate 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 or handicap. 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. The Delegate shall proffer to the County an Equal Opportunity Plan within thirty (30) days of the effective date of this Agreement; or request that the County certify its employment conditions for compliance with the federal non-discrimination legislation; or request the County's assistance in developing and implementing such a program within one hundred eighty (180) days from the effective date of this Agreement. The Delegate further assures that no person will be denied equal access to; excluded from participation in; or be denied the proceeds of any Community Development Block Grant 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. The Delegate 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.
  10. ENFORCEMENT. The County may for cause, which shall include: (1) failure, for any reason, of the Delegate 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 anytime; (2) submission by the Delegate to HUD or to the Grantee of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this contract; and (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; initiate by giving reasonable written notice specifying no earlier than fifteen (15) days from the

issuance of the notice the effective date, of one or a combination of, the following courses of action: (1) withhold funds until the situation has been corrected; (2) suspend the Delegate's authority to spend funds or to conduct the program until the situation is corrected; or (3) terminate this contract in whole or in part. If the Delegate is unable or unwilling to comply with such additional conditions as may be lawfully applied by the County or HUD, the Delegate shall terminate the contract by giving reasonable written notice to the County, signifying the effective date of termination no later than fifteen (15) days from the date of notice. In such event, the County may require the Delegate to ensure that adequate arrangements have been made for the transfer of the delegated 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 the Delegate under this contract shall become the property of the County and the Delegate shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the Delegate shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Delegate and the County may withhold any reimbursement to the Delegate for the purpose of setoff until such time as the exact amount of damages due the County from the Delegate is agreed upon or otherwise determined.

11. OTHER CONDITIONS. The Delegate agrees to comply with the following conditions:

- (A) None of the work or services authorized by this Agreement shall be subcontracted without prior approval of the County.
- (B) 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 the Delegate has fulfilled its responsibilities in executing the terms of this Agreement.
- (C) Delegate agrees to save the County harmless from any and all liabilities or claims caused by or resulting from Delegate's obligations or activities in furtherance of work described herein. Delegate will reimburse the County for any judgments which may be obtained against the County resulting from the work hereunder or the use of any work product of the Delegate, including judgments for infringement of patent or copyright rights. Delegate agrees to defend against any such claims or legal actions if called upon by the County to do so.

12. EFFECTIVE DATES. This Agreement shall be in force for the period commencing February 1, 1979 and ending November 30, 1979.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

City of Centerville  
(Delegate)

MONTGOMERY COUNTY BOARD OF COUNTY COMMISSIONERS

BY \_\_\_\_\_  
(Signature)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

BY \_\_\_\_\_

WITNESSES: \_\_\_\_\_

BY \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_

APPENDIX A

AGREEMENT GOALS AND OBJECTIVES

Subgrantee: Montgomery County Community Development Office

Project Name: Temple Property Historic Rehabilitation

**GOAL:** To eliminate a deteriorating structure and blighting influence which is detrimental to sound community development and to match other grant funds for renovation of a historically significant building.

**OBJECTIVES:**

- Objective A) To have architectural studies and drawings completed by February 28, 1979.
- Objective B) To advertise bid and let contract for historic renovation/restoration (to include general renovation work, i.e., walls, roof, doors, windows, plastering, etc.) by May 31, 1979.
- Objective C) To have necessary demolition, debris removal, and gutting (City will assume this responsibility) completed by July 15, 1979.
- Objective D) To have historic renovation/restoration of building completed by October 15, 1979.
- Objective E) To have exterior landscaping completed by November 30, 1979.

**NOTE:** City will also assume responsibility for funding or completing other necessary renovation items; such as, heating, plumbing, and electrical.

APPENDIX B

MONTGOMERY COUNTY FY 78 CDBG PROJECT BUDGET

Subgrantee: Montgomery County Community Development Office

OBJECT CODE:

I	Human Services City labor - debris removal, site clearance	\$ -0-
II	Materials and Supplies	-0-
III	Equipment Rental of machinery for site clearance	-0-
IV	Communication, Utilities, Rent, and Office Supplies	-0-
V	Contractual Services	-0-
VI	Capital Outlays Renovation contract	<u>10,000</u>
	TOTAL:	<u>\$10,000</u>

NOTE: Total project cost \$64,140; additional funding of \$10,000 from the Ohio Historical Preservation Office. City of Centerville to provide remaining funds.

APPENDIX C

U.S. Department of Housing and Urban Development

Community Development Block Grant  
Entitlement Grants Program  
Assurances

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and to execute the proposed program.

(b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

(c) It has complied with all the requirements of OMB Circular No. A-95 as modified by 24 CFR 570.310 and that either:

(1) Any comments and recommendations made by or through clearinghouses are attached and have been considered prior to submission of the application; or

(2) The required procedures have been followed and no comments or recommendations have been received.

(d) Prior to submission of its application, the applicant has:

(1) Prepared a written citizen participation plan, which:

(i) Provides an opportunity for citizens to participate in the development of the application, encourages the submission of views and proposals, particularly by residents of blighted neighborhoods and citizens of low- and moderate-income, provides for timely responses to the proposals submitted, and schedules hearings at times and locations which permit broad participation;

(ii) Provides citizens with adequate information concerning the amount of funds available for proposed community development and housing activities, the range of activities that may be undertaken, and other important program requirements;

(iii) Provides for public hearings to obtain the views of citizens on community development and housing needs; and

(iv) Provides citizens with an opportunity to submit comments concerning the community development performance of the applicant.

(2) Followed this plan in a manner to achieve full participation of citizens in development of the application. The applicant shall also follow this plan to achieve full citizen participation in all other stages of the program.

(e) Its chief executive officer or other officer of applicant approved by HUD:

(1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570;

(2) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.



(f) The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight.

[The requirement for this certification will not preclude the Secretary from approving an application where the applicant certifies, and the Secretary determines, that all or part of the Community Development Program activities are designed to meet other community development needs having a particular urgency as specifically explained in the application in accordance with §570.302(f).]

(g) It will comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-102, Revised, and Federal Management Circular 74-4 as they relate to the application, acceptance, and use of Federal funds under 24 CFR 570.

(h) It will administer and enforce the labor standards requirements set forth in 24 CFR 570.605 and HUD regulations issued to implement such requirements.

(i) It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with OMB Circular No. A-102, Revised.

(j) It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under 24 CFR 570 to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1971, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

(l) It will comply with:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.

(3) Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under 24 CFR 570.

(4) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

(5) Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), and Section 4(b) of the Grant Agreement, which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(m) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

(n) It will:

(1) To the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III, and HUD implementing instructions at 24 CFR Part 42; and

(2) Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42 and §570.602(b).

(o) It will:

(1) Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and §570.602(a);

(2) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;

(3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

(4) Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 24 CFR Part 42 and 24 CFR 570.602(a).

(p) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(q) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(r) It will give HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

(s) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(t) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973. Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(u) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et. seq.) by:

(1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and

(2) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.