



Development
Services Agency

Program Year 2019 Ohio Consolidated Plan National Housing Trust Fund Allocation Plan

February 2019

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Introduction

NHTF Overview

The National Housing Trust Fund (NHTF) was established by Title I of the Housing and Economic Recovery Act of 2008 (HERA), Section 1131 (Public Law 110-289) to increase and preserve rental housing as well as increase homeownership for very low- and extremely low- income families, including those experiencing homelessness, through formula grants to states. HERA authorized Fannie Mae and Freddie Mac (Government Sponsored Enterprises (GSE's)) to set aside 4.2 basis points of unpaid principal purchases. Sixty-five percent of those set asides are dedicated to the NHTF while the remaining 35 percent is reserved for the Capital Magnet Fund. Contributions to the NHTF were originally scheduled to begin in FY2010 but suspended following the GSE's conservatorship. In December 2014, the GSEs were instructed to set aside NHTF funds beginning in FY2015.

HERA did not make the labor standards of Davis-Bacon applicable to the NHTF and the U.S. Department of Housing and Urban Development (HUD) did not require Davis-Bacon labor standards in the NHTF Final Rule. The Affirmatively Furthering Fair Housing requirements applicable to HUD funding recipients and all fair housing laws do apply to NHTF activities, including HUD's April 4, 2016, guidance regarding the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions.

On February 8, 2016, Governor Kasich sent a designation letter to HUD Secretary Julian Castro identifying the Ohio Development Services Agency (ODSA) as Ohio's NHTF administrator and the Ohio Housing Finance Agency (OHFA) as the allocating entity. HUD interpreted this designation to name ODSA as the grantee and OHFA as the subgrantee. OHFA will not subgrant any NHTF funds. HUD has not yet published the program year 2019 Housing Trust Fund Allocation Notice.

The state of Ohio is required to submit an annual allocation plan for ODSA, as well as an annual action plan for the subgrantee OHFA. This NHTF Allocation Plan will serve as the ODSA NHTF Allocation Plan. The final submittal will include both ODSA's and OHFA's NHTF Allocation Plans. The grant agreement, which outlines the requirements of the subgrantee, has been included in Attachment A.

Ohio's NHTF Planning Process

Original Allocation Plan: A NHTF Public Forum was held on February 25, 2016, to discuss implementing Ohio's expected allocation. The forum was attended by federal, state, and local agencies; advocacy organizations; and members of the development community. Following the Public Forum an open invitation encouraging interested parties to attend three Advisory Group Work Sessions was posted online. Held between March and May 2016, these sessions identified and refined the following public objectives for the NHTF: achieving lower rents in Housing Tax Credit properties, allocating dollars to support non-Housing Tax Credit multifamily developments, and preserving existing affordable housing through the leveraging of 4 percent Housing Tax Credits. The Advisory Group did not recommend preferences or limitations to a particular segment of extremely- or very-low income households; accordingly, Ohio does not intend to limit beneficiaries or give preferences to a particular segment of the extremely low-income population in its NHTF program.

With this information, ODSA submitted a draft Allocation Plan for posting to ODSA's website commencing the formal comment period on June 24, 2016. A public forum on the draft Allocation Plan was held on June 21, 2016, and a public hearing was held on June 26, 2016. In response to the feedback received through these public comment opportunities, a final Allocation Plan was completed, revised to incorporate HUD suggestions, and received HUD approval on December 30, 2016.

Program Year 2019 (PY19) Updates: This PY19 Allocation Plan builds upon the original allocation plan to implement best practices identified in operations of the NHTF program and to incorporate changes and revisions necessary to comply with the Interim Rule or HUD approval requirements. This PY19 Allocation Plan was released for public comment on March 1, 2019, and was the subject of a Public Hearing on March 13, 2019. The final draft will be submitted to HUD once the final PY 2019 allocation is released.

Note that all NHTF activities must adhere to the requirements of 24 CFR Part 93; to any extent this Allocation Plan conflicts with that Interim Rule, the Rule shall govern. These guidelines may be subject to change pending developments in federal and state legislative requirements and/or ODSA policy. All awards are contingent upon the availability of funds to the ODSA's Office of Community Development (OCD).

Questions concerning the NHTF should be directed to:

Office of Community Development
Riffe Center, 26th Floor
77 South High Street
Columbus, Ohio 43215
Phone: (614) 466-2285
lan.thomas@development.ohio.gov

Also See: §93.303(d)(3)

Ohio Consolidated Plan Housing Needs

As a formula block grant, NHTF allocations must be made in accordance with Ohio's Consolidated Plan (ConPlan). ODSA, through a public input process, develops the five-year ConPlan to identify affordable housing and community development needs and implements a framework to address those needs.

As articulated in the ConPlan, the goal of the Housing Development Assistance Program (HDAP) is "to support the capacity of housing development organizations and to provide financing for eligible housing developments to expand the supply of decent, safe, affordable housing for very low-income to moderate-income persons and households in the state of Ohio". HDAP and, through it, NHTF complement and advance the following policy objectives identified in the Program Year 2015-2019 ConPlan:

1. **Homeless and Supportive Housing.** Provide a continuum of housing/services to prevent persons from becoming homeless and rapidly re-housing persons when homelessness does occur.
2. **Housing Preservation and Accessibility.** Provide funding for a flexible, community-wide approach to preserving and making accessible affordable owner and rental housing for low- and moderate-income households by bring the housing unit up to program standards and codes, eliminating hazards and deficiencies in major systems, and reducing maintenance cost.
3. **Creating New Affordable Housing Opportunities.** Provide funding for a flexible, community-wide approach to creating new affordable housing opportunities for low- and moderate-income persons.
4. **Supportive Housing/Fair Housing.** Provide supportive housing services to assist lower-income households with acquiring or maintaining housing.

Also See: 24 CFR §91.101

Distribution of Funds

Description of Distribution of Funds

As permitted by the Interim Rule, up to 10 percent of the PY19 allocation will be used to offset administrative costs. All programmatic funds will be distributed through OHFA's existing HDAP. Subject to applicant demand and qualification, OHFA anticipates the following subcategories of NHTF assistance will be issued through the HDAP:

- 60 percent through the Bond Gap Financing (BGF).
- 40 percent through the Housing Development Gap Financing (HDGF) program.

If there are insufficient qualifying applications to commit the full NHTF award through BGF or HDGF, any remaining funds will be distributed through the Housing Credit Gap Financing (HCGF) program.

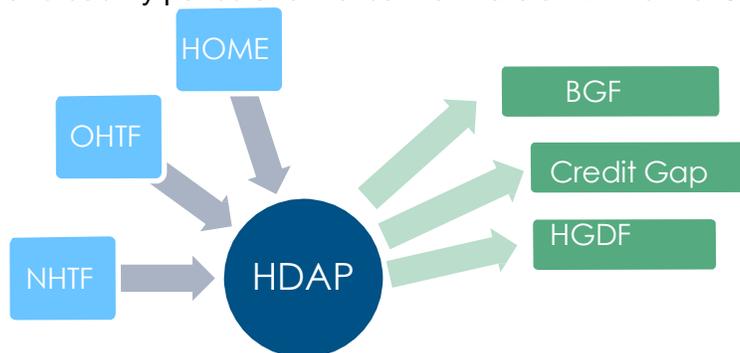
Applicants must meet all OHTF/HOME eligibility criteria to also be eligible for a NHTF award. OHTF/HOME sections of any HDAP application will be scored before the NHTF section.

HDAP funds are awarded on a competitive basis. Final awards are based upon project need. It is OHFA's intention that NHTF funds will be used to expand the overall number of housing units available to the Extremely Low Income (ELI) population and to prevent supplantation of existing resources that are already creating ELI units. Therefore, OHFA reserves the right to reject any application that does not appear to contribute to increasing the number of ELI units.

Applicants may apply for the following may apply

Program	# Affordable Units	HOME/OHTF Max Request	NHTF Max Request	Combined HDAP Per Unit Limit
BGF	150 Units or Less	\$1,500,000	\$500,000	N/A
BGF	151 Units or More	\$2,500,000	\$500,000	\$10,000
BGF	Any Unit Count ¹	\$0	\$750,000	N/A
HDGF	Any Unit Count	\$500,000	\$750,000	N/A

Awarded funds are structured as a deferred loan with payment due on sale. The mandatory rental affordability period and the loan term are a minimum of 30 years. The interest rate is 0%.



All HDAP funds, including those utilizing NHTF, must receive approval from the OHFA Board.

See: §91.220(5)(B), §93.200

¹ BGF applicants that choose to forego OHTF funds and seek only NHTF funds may request up to \$750,000 in those resources.

Eligible Activities

NHTF funds may be used for the production, preservation, and rehabilitation of affordable rental housing. Eligible activities include but may not be limited to, acquisition new construction, reconstruction, or rehabilitation of non-luxury housing with suitable amenities. More specifically, this includes real property acquisition, site improvements, conversion, demolition, financing costs, and relocation expenses of any displaced persons. NHTF funds may only be used for public housing in limited circumstances.

See 24 CFR§93.203 for further information.

Due to the limited amount of funding available in the 2019 funding cycle, Ohio's NHTF funds are not available for operating subsidies or to refinance existing debt secured to rental housing units.

All NHTF activities must meet minimum standards as set forth in the current [HDGF Guidelines](#), [BGF Guidelines](#), the [Multifamily Underwriting and Implementation Guidelines](#), the [Design & Architectural Standards](#), and all other [multifamily program guides](#) utilized by the development. Awardees must adhere to the standards set forth in OHFA's [Uniform Relocation Documents](#) to minimize displacement of residents during rehabilitation activities.

Minimum rehabilitation standards are governed by the [Housing Rehabilitation Handbook Part II](#) as issued by ODSA. This guide includes standards for:

- Health and safety;
- Major systems;
- Lead-Based Paint;
- Accessibility;
- Disaster Mitigation;
- State and local Codes, Ordinances, and Zoning Requirements; and
- Inspectable Areas and Observable Deficiencies from HUD's Uniform Physical Condition Standards identified by HUD as applicable to NHTF-assisted housing.

NHTF funded housing must meet the accessibility requirements in 24 CFR part 8, which implements section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. For "Covered multifamily dwellings," as defined at 24 CFR 100.201, the housing must meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). Note that NHTF funds may be used for improvements that permit use by a person with disabilities, even if they are not required by statute or regulation.

If the remaining useful life of one or more major system is less than the affordability period, NHTF recipients will be required to establish a replacement reserve and make monthly payments to the reserve that are adequate to repair or replace the systems as needed.

Rental housing owners may limit tenants or give a preference in accordance with 24 CFR §93.303(d)(3) only to the extent such a preference complies with all fair housing requirements and is described in the ConPlan.

Also See: §91.220(5)(B-H), §93.200, §93.320(k)(5), §91.301, §93.301(b)(1)(ii)

Maximum Per-Unit Development Subsidy

NHTF may not be used in connection with luxury housing. NHTF expenditures must be reasonable and based on actual costs. The maximum per unit development subsidy shall be the same as the HOME maximum per unit subsidy limit as determined by HUD. See §221(d)3 – 234 for further information. These limits vary by bedroom and, in some program years, geographic location. The 2016 HOME Program limits are specifically incorporated herein and set forth below:

Efficiency	1br	2br	3br	4br
\$137,361.60	\$157,466.40	\$184,276.80	\$247,708.80	\$271,908.00

The designation of HOME maximum per-unit subsidy limits is justified, reasonable, and appropriate under the NHTF Interim Rule.

Setting the NHTF maximum per-unit subsidy limits at the existing HOME limits is allowed by HUD and cost data indicate the use of the HOME limits is appropriate as the initial baseline cap for the amount of NHTF investment that may be put into any NHTF-assisted unit. However, it is important to note that the cap is not the only mechanism OHFA will use to allocate no more NHTF funds than allowable and necessary for project quality and affordability. Each application for NHTF funding will be reviewed and analyzed in accordance with OHFA’s Multifamily Underwriting & Implementation Guidelines. Further, OHFA staff has extensive experience in this area, including through its allocation and administration of the HOME Program. The review includes an examination of sources and uses (including any operating or project based rental assistance) and a determination that all costs are reasonable. Through its underwriting process, OHFA will ensure that the level of NHTF subsidy provided:

- 1) does not exceed the actual NHTF eligible development cost of the unit,
- 2) that the costs are reasonable and in line with similar projects across the state,
- 3) the developer is not receiving excessive profit, and
- 4) NHTF funding does not exceed the amount necessary for the project to be successful for the affordability period.

Also See: §91.300, §93.320(k)(5)

First Time Homebuyer

Ohio does not intend to use any NHTF funds for homebuyer activities in the 2019 funding cycle. As such, there are no applicable resale, recapture, or affordability provisions related to homebuyer activities.

§91.220(5)(E-F), §93.320(5)(v-vi), §93.304(f), §93.305

Eligible Applicants

Eligible applicants include private for-profit housing developers, not-for-profit 501(c)(3) and 501(c)(4) organizations, and public housing authorities. Additional eligibility criteria are set forth in the [HDGF Guidelines an BGF Guidelines](#) and incorporated herein. Applicants must meet all NHTF eligibility criteria to qualify for HDAP funding through the HDAP.

Applicants must demonstrate sufficient experience and capacity to:

- Own, construct, rehabilitate, manage, and operate affordable multifamily rental housing;
- Undertake, comply, and manage eligible NHTF activity; and
- Manage other programs that may be used in conjunction with NHTF funds including, but not limited to, HDAP.

Applicants must make acceptable assurances that it will comply with the requirements of the NHTF during the entire program period.

Application Requirements

HDGF Application Fee

For applicants seeking NHTF funding in concert with a HDGF proposal, a \$3,000 NHTF Application fee will be assessed in addition to all other fees set forth in the HDGF Guidelines.

Threshold Requirements

Applicants must submit a qualifying HDAP application and meet all requirements of that program. Refer to the HDGF Guidelines and/or BGF Guidelines for further information.

In addition, applicants must complete a NHTF Supplemental Application. The Supplemental Application will collect the following mandatory information; failure to respond to or satisfy these threshold requirements will result in removal from NHTF consideration.

- Experience and Capacity
- Project Feasibility
- Description of eligible activities to be conducted with NHTF funds
- Statement describing how the application meets the priority housing needs of the State
- Statement describing developer's ability to obligate and implement in a timely manner
- Statement describing how the project meets state housing needs
- Statement describing if/how NHTF units will be integrated with higher income units
- Statement describing potential for resident success
- Statement describing method for achieving affordability
- Statement describing tenant recruitment and selection process
- Certification of Compliance with all NHTF requirements

In no case shall rent plus utilities on any NHTF-assisted unit(s) exceed 30 percent of Area Median Income (AMI). In addition to other HDAP affordability requirements², NHTF-funded projects must also commit to providing affordable rents to extremely low income households through the greater of either:

- 10 percent of affordable units rent restricted at 30 percent of 30 percent AMI; or
- five units rent restricted at 30 percent of 30 percent AMI

All NHTF rent restrictions must be reflected in the HDAP Application. OHFA encourages applicants to offer rents below the 30 percent of AMI minimum requirements. If an applicant does not qualify, or is not selected for NHTF funding, OHFA will reevaluate the budget for HDAP funding through OHTF/HOME with or without the additional NHTF rent restrictions and applicants may amend the budget accordingly at the final application.

To promote inclusionary screening practices, recipients of NHTF funds must consider mitigating criteria in deciding whether to select any tenant applicant, including but not limited to:

- Tenant-applicants lacking proof of employment and/or income at three or more times the monthly cost of rent;
- Tenant-applicants with no credit history; and
- Tenant-applicants with an eviction history.

Also See: §91.220(5)(B), §93.250, §93.302(b)(1)(i), §93.320(5) , §91.320(k)(5)(ii)

² All HDAP developments must commit to one of the following selections, based on the location of the proposed project: (A) HUD Participating Jurisdiction: A minimum of 40 percent of the affordable units must be affordable to households with incomes at or below 50 percent of AMI (B) Non-HUD Participating Jurisdiction: A minimum of 35 percent of the affordable units must be affordable to households with incomes at or below 50 percent of AMI

NHTF Recipients must adhere to all guidance contained in HUD’s [Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions](#) including but not limited to prohibitions on exclusionary policies based on arrests without convictions and requirements to consider mitigating circumstances for conviction records.

Competitive Requirements

In addition to threshold criteria, the NHTF Supplemental Application will collect the following competitive scoring information. Points for each criterion will be awarded at the discretion of OHFA. Applications with the highest scores will be selected for funding. For applications including multiple or scattered sites, all sites must meet competitive criteria to earn points.

Each of the following competitive criteria are designed to provide priority funding for rental projects based on the merits of the application meeting the priority housing needs identified in the ConPlan including the presence of substandard housing, severe overcrowding, and cost burdened residents.

Category	Points	Point Breakdown
Rent Affordability in Addition to Minimum Requirements	30	30 Pts – Additional 10% units affordable at or below 15% AMI 20 Pts – Additional 10% units affordable at or below 30% AMI 10 Pts – Additional 5% units affordable at or below 30% AMI
Geographic Diversity ³	30	30 Pts – USR Opportunity Index Rating “Very High” 20 Pts – USR Opportunity Index Rating “High” 10 Pts – USR Opportunity Index Rating “Moderate”
Affordability Leveraging	20	20 Pts – Commitment of one or more of the following subsidies on 100% of NHTF-assisted units: <ul style="list-style-type: none"> ▪ Section 8 or Rural Development Rent Subsidy ▪ New Units with 811 Rent Subsidy ▪ Other local, state, or federal subsidy as determined by OHFA that limits tenant rental contribution to 30% of gross household income 15 Pts – Commitment of one of the above subsidies on at least 50% of total units in the development 10 Pts – Commitment of one of the above subsidies on at least 25% of total units in the development
Local Leveraging	10	5 Pts – >50% Financing is from non-federal ⁴ sources 5 Pts – Project does not request OHTF/HOME HDAP
Duration of Affordability Period	5	5 Pts – Budget demonstrates positive or breakeven cash flow through year 30
Meeting Priority Housing Needs	5	5 Pts – Proposal “Preserves Affordable Housing” or “Creates New Affordable Housing Opportunities” (defined ConPlan goals to meet priority housing needs of the State)

Also See: [§91.220\(5\)\(A\)](#), [§93.320\(5\)\(i\)](#), [§91.320\(k\)\(5\)\(i\)](#)

³ This geographic distribution priority is consistent with Ohio’s ConPlan and the certification that Ohio will affirmatively further fair housing. The Opportunity Mapping Tool and additional information is available on OHFA’s website at <https://ohiohome.org/ppd/opportunitymap.aspx>.

⁴ Non-Federal Funding Sources include but are not limited to equity, OHTF, private debt, Federal Home Loan Bank’s Affordable Housing Program, foundations, In-kind donations, tax abatements, and other state and local resources.

Priority Funding Based on Merits in Meeting Housing Need

In the event of a tie score, the following waterfall of creative and innovative elements or increased affordability standards, each designed to meet priority housing needs identified in the ConPlan, will determine funding priority:

- Developments seeking Ohio 811 Project Rental Assistance Program rental subsidy
- Developments that receive the most points under the Geographic Diversity category
- Developments with other funding requiring affordability restrictions beyond 30 years
- Developments with the most units affordable at or below 30 percent AMI
- Developments offering units with 3 or more bedrooms that are affordable at or below 30 percent AMI

Also See: §91.220(5)(A), §93.320(5)(i) , §91.320(k)(5)(i)

Submission Instructions

Submissions will flow through the respective HDAP program. All applicants must submit a complete HDAP application and a NHTF Supplemental Application. Please see the HDGF Guidelines and/or BGF Guidelines for full application instructions.

Contract Execution & Draws

All recipients of NHTF must execute a funding agreement, as drafted by OHFA, that meets the requirements of 24 CFR §93.404. A [Guide to Drawing the HDAP](#) was created to assist applicants as they work with OHFA staff during the construction phase.

Performance Goals & Benchmarks

OHFA expects that in Program Year 2019, NHTF will support at least eight new or preserved housing developments and will create at least 100 units with rents that do not exceed 30 percent of AMI and are therefore affordable to extremely low income families. Recipients of NHTF funds will be responsible for compliance with applicable reporting, file and physical inspections, and record keeping requirements described in guidance published on the [OHFA Office of Program Compliance](#) website.

Also See: §93.320(k)(5)(iii), §91.220(5)(C)

STATE OF OHIO
«FUNDING»
«PROGRAM_NAME»
CFDA No. «CFDA»

GRANT AGREEMENT

F.T.I. Number: «FTI_Number»

Grant Number: «Grant_Number»

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and «Legal_Name», located at «Address», «City», «State» «Zip», (the "Grantee"), for the period beginning «Grant_Start_Date» and ending «Grant_End_Date» (the "Grant Period").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states through the HOME Investment Partnerships Program ("HOME") and has made available a grant to the State of Ohio through Grantor.

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

C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to Grantor 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 «Amount» (the "Grant Funds"), for the sole and express purpose of providing for the performance of the «Program_Name», and undertaking the Project(s) as listed in Attachment A, "Scope of Work," 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, 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, 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 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.

5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report" as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. 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 the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: http://development.ohio.gov/cs/cs_fiscalforms.htm.

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in Attachments D and E, 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 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 C 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 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 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, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. 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 race, religion, color, sex, national origin, disability, age, military status, or ancestry. 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 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, 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.

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 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. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

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

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

1. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

2. In the case of Grantee, to:

«Legal_Name»
«Address»
«City», «State» «Zip»
Attn: «CEO_Name», «CEO_Title»

- 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.
- 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.
- 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 effective as of the Effective Date:

GRANTEE:

«Legal_Name»

«CEO_Name», «CEO_Title»

By: _____

Printed Name: _____

Title: _____

Date: _____

GRANTOR:

State of Ohio
Development Services Agency

«Director», Director

By: _____

Printed Name: _____

Title: _____

Date: _____

HOME INVESTMENT PARTNERSHIPS PROGRAM
HOUSING DEVELOPMENT ASSISTANCE PROGRAM (HDAP)

ATTACHMENT B

SPECIAL CONDITIONS

1. **GRANT EXECUTION.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to the Grantor within 30 working days. Failure to do so may result in the cancellation of this Agreement.

2. **ROLES AND RESPONSIBILITIES.**

a. **Roles.** Grantor for purposes of the HOME Investment Partnerships Program is considered the Participating Jurisdiction (PJ) by the U.S. Department of Housing and Urban Development (HUD). As the PJ for HOME funding, Grantor is responsible for tracking and reporting the HOME match requirement. However, Grantee must determine which Ohio Housing Trust Fund-funded HDAP projects awarded by Grantee meet the HOME match requirements and report the determinations to Grantor.

b. **Responsibilities.** Grantee must implement policies and procedures acceptable to Grantor to ensure that proper compliance requirements for HOME-funded projects are met (HOME Program regulations set forth in 24 CFR Part 92 and all other applicable state and federal regulations). Grantor will monitor Grantee to ensure these policies and procedures are followed. These procedures include but are not limited to:

i. **Project Review and Funding.** Grantee must ensure compliance with HOME eligibility requirements. Project review and funding eligibility expenditures may only be incurred for those activities contained in Attachment A of this Agreement. In no case may expenditures be incurred for a program or project considered ineligible under 24 CFR Part 92.214 of the HOME Program regulations.

ii. **Grant Amendments.** Amendments to this Agreement may only be made with prior approval by Grantor.

iii. **Environmental Review Requirements.** Except for projects and/or sites that qualify for a waiver as described in the September 29, 1998 letter from Community Planning and Development of HUD Columbus to Grantor, Grantee must obtain the appropriate release of funds from Grantor for each funded project prior to allowing recipients to commit any private or federal funds and prior to submitting a draw for HOME funds to Grantor for the funded project.

iv. **Anti-displacement and Relocation Certification.** Grantee certifies that it will adopt a Residential Antidisplacement and Relocation Assistance Plan and will require its recipients to adopt a Residential Antidisplacement and Relocation Assistance Plan.

v. **Housing Rehabilitation Activities.** Any and all housing rehabilitation activities must meet or exceed Office of Community Development (OCD) current Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook and comply with Section 8 Housing Quality Standards and state and local housing code requirements as outlined in 24 CFR Part 92.251. The OCD Housing Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_affordhousing.htm

vi. **Four-Year Project Completion.** HOME Investment Partnership-funded projects not completed within four years of the commitment date, as determined by a signature of each party to the written agreement, must be repaid to the Grantor as required in 24 CFR 92.205(e)2. For purposes of complying with this requirement, completion 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. For owner-occupied rehabilitation projects, completion means that all rehabilitation work has been completed, a final inspection has been performed, and the homeowner has accepted the work, as indicated by a final sign-off.

vii. **Assessment of Project Underwriting, Developer Capacity, and Market Need.** In accordance with 24 CFR 92.250(b) - prior to the Grantee entering into a legally binding written agreement to provide HOME funds to a HOME activity, the grantee must:

- Underwrite the project or evaluate the underwriting of another funder;
- Assess the development capacity and fiscal soundness of the developer; and
- Examine the neighborhood market conditions to ensure adequate need for each project.

- viii. **Homebuyer Activities.** In accordance with 24 CFR 92.254(a)(3), HOME Investment Partnership-funded homebuyer projects (i.e. Homeownership, New Construction and Acquisition/Rehabilitation/Resale 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.
- ix. **CHDO Development Capacity.** The Grantee may not reserve HOME funds to a CHDO for development activities unless it has been determined that the CHDO has staff with demonstrated development experience as required in 24 CFR Part 92.2 (9). The Grantee must ensure that the current CHDO staff has experience developing projects of the same size, scope, and level of complexity as the activities for which HOME funds are being reserved or committed. This requirement applies to all reservations and commitments of CHDO set-aside funds made from the Grantor's HOME allocation in which the CHDO is operating as the developer. The Grantee must provide evidence to the Grantor to certify the CHDO's capacity is sufficient for each project prior to the reservation of funds.
- x. **Affirmative Fair Housing and Marketing.** Grantee will affirmatively further fair housing by conducting an analysis to identify impediments to fair housing choice, take appropriate actions to overcome the effects of any impediments identified through the analysis, and maintain records reflecting the analysis and actions in this regard. Grantee will adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted units and will comply with the requirements of 24 CFR 92.351.
- xi. **Construction Period Monitoring and Closeout.** Grantee is responsible for managing the day-to-day operations of the HDAP, monitoring the performance of all entities receiving HOME funds from Grantee to assure compliance with the requirements of this part, and taking appropriate action when performance problems arise. By the end of the Grant Period and prior to submitting final Housing Report data to Grantor, Grantee must complete an on-site review and a closeout review of each project.
- xii. **Affordability Requirements.** Grantor and Grantee will enter into a Memorandum of Understanding specifying a Long-Term Compliance and Monitoring Strategy.
- xiii. **Drawdown Requests.** Grantee may not request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- xiv. **Reversion of Assets.** Upon expiration of this Agreement, Grantee will transfer to Grantor any HOME funds on hand and any accounts attributable to the use of HOME funds.
- xv. **Other Requirements.** Other responsibilities as are cited in the body of this Agreement.
- xvi. **Debarred, Suspended, or Ineligible Contractors.** Grantee shall not enter into a contract with a contractor listed in the U. S. Government's Excluded Parties List System and will maintain evidence.
- xvii. **Tenant Participation.** If a community housing development organization receives HOME funds through this Agreement, Grantee must have on file the Tenant Participation Plan as described in 24 CFR Part 92.303 of the HOME Program Regulations.
- xviii. **Recipient Agreement.** Grantee must submit to Grantor Board-approved project Executive Summaries, as evidence of a written agreement. Each agreement between Grantee and the HDAP recipient must include a scope of services along with the project data.
- xix. **Executing a Written Agreement.** Before disbursing any HOME funds to any recipient (e.g., for-profit housing developer, nonprofit organization, or a community housing development organization), Grantee must enter into a written agreement with the recipient ensuring compliance with the requirements of 24 CFR Part 92.504 and Attachment B. A funding recipient must also enter into a written agreement before it disburses funds to any recipient. The recipient's agreement remains in effect during the period for affordability under 24 CFR Part 92.252 or 24 CFR Part 92.254, as applicable, or during any period that the recipient has control over HOME funds. Grantee is responsible for ensuring that HOME funds are expended in accordance with all appropriate HDAP requirements. Grantee's use of a recipient does not relieve Grantee of this responsibility.
- xx. **Provisions in Written Agreement.** At a minimum, the written agreement between Grantee and recipient 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 time period for completing the tasks, and a budget. These items must be in sufficient detail to provide a sound basis for Grantee to monitor performance under the agreement effectively.
2. **Affordability.** The agreement must require housing assisted with HOME funds to meet the affordability requirements of 24 CFR Part 92.252 or 24 CFR Part 92.254, as applicable, and must require repayment of the funds from the recipient to Grantee, if the project does not meet the affordability requirements for the specified time period. If the owner or developer is undertaking rental projects, the agreement must establish the initial rents and the procedures for rent increases. If the owner or developer is undertaking homeownership projects for sale to homeowners in accordance with 24 CFR 92.254(a), the agreement must set forth the recapture requirements which must be imposed on the housing.
3. **Repayments.** If the recipient is a contractor, nonprofit organization, for-profit housing developer or a community housing organization, OHFA may require the repayment, interest and or any other return on the investment of HOME funds and, if so, will ensure that the returned HOME funds are remitted to Grantee.
4. **Project Requirement.** The agreement must require compliance with project requirements in 24 CFR Part 92 Subpart F, as applicable in accordance with the type of project assisted.
5. **Property Standards.** Any and all housing rehabilitation activities must meet or exceed OCD RRS and comply with Section 8 Housing Quality Standards and state and local housing code requirements as outlined in 24 CFR Part 92.251 and the lead-based paint requirements in 24 CFR part 35, subparts A, B, J, K, M, and R, upon completion.
6. **Housing Quality Standard.** The agreement must require owners of rental housing assisted with HOME funds to maintain the housing in compliance with applicable Section 8 Housing Quality Standards and state and local housing code requirements for the duration of the agreement.
7. **Other Program Requirements.** The agreement must require the recipient to carry out each activity in compliance with all federal laws and regulations described in 24 CFR Part 92 Subpart H, except that the recipient does not assume the PJ's responsibilities for environmental review in 24 CFR Part 92.352 or the intergovernmental review process in 24 CFR Part 92.357.
8. **Affirmative Fair Housing and Marketing.** The agreement must specify the recipient's affirmative marketing responsibilities in accordance with 24 CFR Part 92.351.
9. **Nondiscrimination.** The agreement must require the recipient to comply with the federal requirements and nondiscrimination established in 24 CFR 92.350.
10. **Minority Business Development and Section 3 Plan.** The agreement must require the recipient to adopt a Minority Business Development and Section 3 Plan, which will include minority-owned business, women-owned business, and Section 3 contracting goals. The Minority Business Development and Section 3 Plan will require contractors and subcontractors to have contracting goals. The recipient will require all contractors and subcontractors to report performance goals to Grantee.
11. **Debarred, Suspended, or Ineligible Contractors.** The agreement must require that the recipient shall not enter into a contract with a contractor listed in the U. S. Government's Excluded Parties List System and will maintain evidence.
12. **Conditions for Religious Organizations.** Where applicable, the agreement must include the conditions prescribed in 24 CFR Part 92.257 for the use of HOME funds by religious organizations.
13. **Displacement, Relocation, and Acquisition.** The agreement must require compliance with displacement, relocation and acquisition requirements in accordance the 24 CFR 92.353.
14. **Residential Antidisplacement and Relocation Plan.** The agreement must require recipients to adopt and implement a Residential Antidisplacement and Relocation Assistance Plan.

15. Federal Labor Standards. The agreement must require compliance with labor requirements in 24 CFR 92.354. The agreement must require the submission of a Labor Standards Enforcement Report to Grantee.
 16. Conflict of Interest. The agreement must require compliance with conflict of interest provisions in 24 CFR 92.356(f).
 17. Requests for Disbursements of Funds. The agreement must specify that the recipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
 18. Environmental Review. The agreement must state that the recipient may not proceed with the project prior to Grantee receiving the appropriate release of funds from Grantor.
 19. Records and Reports. The agreement must specify the particular records to be maintained and any information or reports that must be submitted to Grantor in order to assist Grantee in meeting its record keeping and reporting requirements (Attachment C).
 20. Enforcement of the Agreement. The agreement must provide for a means of enforcement by Grantee. The means of enforcement may include liens on real property, deed restrictions, or covenants running with the land. The affordability requirements in 24 CFR Part 92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the provisions of the agreement.
 21. Suspension or Termination of the Agreement. The agreement must specify that, in accordance with 24 CFR Part 85.43, suspension or termination may occur if the recipient materially fails to comply with any term of the agreement, and that the agreement may be terminated for convenience in accordance with 24 CFR Part 85.44.
 22. Duration of the Agreement. The agreement must specify that the agreement is in effect for the period of affordability required by the 24 CFR Part 92.252 or 24 CFR Part 92.254. If the housing assisted under the agreement is homeownership housing, the agreement must be in effect at least until completion of the project and ownership by the low-income family.
 23. Community Housing Development Organization Provisions. If the nonprofit owner or developer is a community housing development organization and is using set-aside funds under 24 CFR 92.300, the agreement must include the appropriate provisions under 24 CFR 92.300 and 92.301.
3. TIMEFRAME TO MAKE AWARDS. Grantee shall award all Grant Funds, as evidenced by OHFA Board approval, by June 15th of year one of this Agreement. All funding agreements with recipients must be executed within five months of said date.
4. PROGRAM INCOME. Any program income resulting from expenditures of grant funds must be remitted to the Ohio Development Services Agency upon receipt.

5. **PROGRAM COMPLETION AGREEMENTS.** All activities, as identified in Attachment A of this Agreement, must be completed and work finished, by «Work_Completion_Date». Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract or agreement, funded in whole or part with HOME funds under this Agreement, which stipulates that work must be completed no later than «Work_Completion_Date».

6. **DRAWDOWN REQUESTS.** Within the first eighteen months of the Grant Period, Grantee must draw and expend all of the HOME administrative funds and the Community Housing Development Organization Competitive Operating Grant Program operating funds. Notwithstanding the above, administrative dollars allocated specifically to projects must be expended on the projects as committed or expended by Grantee on eligible administrative costs by «Drawdown_Date». All HDAP project dollars must be drawn and expended by «Drawdown_Date».

7. **CLOSEOUT REQUIREMENTS.**

- a. Grantee must submit a grant status report by the end of the 18th month of this Agreement, as described in Attachment C to this Agreement.
- b. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantor by «Grant_End_Date».
- c. Grantee is required to submit a Housing Report by Site Address for each project funded with HDAP funds. This report is due once the project is completed and the HOME-assisted units are occupied. The reports must be submitted to Grantor as soon as possible and no later than the final completion date of this Agreement.
- d. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.

8. **UNIVERSAL IDENTIFIER AND CENTRAL CONTRACTOR REGISTRATION.** As a recipient of federal funds, Grantee will be required to maintain an active registration in the federal Central Contractor Registry (CCR) through the System for Award Management (SAM) as required by 2 CFR Part 25. Information on registration is available at www.sam.gov.

«PROGRAM_NAME»

ATTACHMENT C

REQUIRED REPORTS

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct 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 thirty 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 and provided in 15-06 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at http://development.ohio.gov/cs/cs_policynotices.htm.
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."
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.

«PROGRAM_NAME»

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 that:

1. It possesses legal authority to apply for and accept the grant, and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing and acceptance of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. It has facilitated or will facilitate citizen participation by:
 - a. providing adequate notices for two public hearings ten days in advance of the hearing;
 - b. holding two hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application. The first hearing must present all eligible Office of Community Development funded programs and allow citizen input, while the second hearing must be held to discuss specific application proposals that the community intends to submit (the community need only hold the first hearing once annually to discuss the current fiscal year eligible Office of Community Development programs);
 - c. providing for citizen participation by holding one public hearing when considering amendments to grants funded through the Office of Community Development; and
 - d. it is following a detailed citizen participation plan which:
 - i. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 108 funds are proposed to be used, and in the case of a grantee described in section 108(a) of the National Environmental Policy Act of 1969, provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - ii. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - iii. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - iv. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
 - v. provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - vi. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of Grantee for the development and execution of its community development program.
4. Its chief executive officer or other officer of applicant approved by the state:
 - a. consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570 and to the Community Development Program; and
 - b. is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

5. It will comply with the requirements of 2 CFR 200 as they relate to the application, acceptance, and use of Federal funds under this part.

6. It will comply with:

- a. Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.487, and State law and regulations regarding the administration and enforcement of labor standards;
- b. the Provisions of the Davis-Bacon Act (46 U.S.C. 3141-3148) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than <NUMBER OF UNITS> units);
- c. the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701-3708, that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and
- d. the Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

7. It will comply with all requirements imposed by HUD and the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with 2 CFR Part 200.

8. 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.

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1972, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-7), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. These regulations are codified at 24 CFR Part 1.

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

- b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended by the Fair Housing Amendments Act of 1988 (Pub. L. 100-430, 102 Stat. 1619) administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. Implementing regulations appear as 24 CFR Part 100 - 155.
- c. Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968.
- d. Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d) and 42 U.S.C. 5309), as amended, and the regulations issued pursuant thereto (24 CFR Part 8), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.
- e. Executive Order 11063 as amended by Executive Order 12259 to take all action necessary and appropriate to provide equal opportunity and nondiscrimination in the sale, leasing, rental, or other disposition of residential property and related facilities provided in whole or in part by Federal Assistance. Implementing regulations are codified at 24 CFR Part 107.

- f. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal and Federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, promotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
 - g. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that no otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Housing and Urban Development. Implementing regulations are codified at 24 CFR Part 8 and 9.
 - h. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157; 24 CFR Part 40) requirements for accessibility by physically handicapped persons.
 - i. The Age Discrimination Act of 1975 (42 U.S.C. 6101) that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities receiving Federal financial assistance. Implementing regulations are codified at 24 CFR Part 146.
11. It will comply with Section III of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Implementing regulations are codified at 24 CFR Part 135.
12. It will:
- a. to the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with Sections 303 and 304 of Title III, and implementing instructions of 49 CFR Part 24;
 - b. inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. adopt, make public and certify that it is following a Residential Anti-displacement and Relocation Assistance Plan as described in 24 CFR Part 42.
13. It will:
- a. comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42;
 - b. provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act, as amended, and implementing instructions of 49 CFR Part 24 and 24 CFR Part 42 to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair and consistent manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
 - c. assure that within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - d. inform affected persons of the relocation assistance, policies and procedures set forth in the regulations of 49 CFR Part 24 and 24 CFR Part 42.
14. 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.
15. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
16. It will give the State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

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

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

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

- a. consulting with State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
- b. complying with all requirements established by the State and HUD to avoid or mitigate adverse effects upon such properties.

20. It will comply with:

- a. the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and 24 CFR Part 58;
- b. Executive Order 11988, Floodplain Management;
- c. Executive Order 11990, Protection of Wetlands;
- d. the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.);
- e. the Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661 et seq.);
- f. the Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271);
- g. the Safe Drinking Water Act of 1974, as amended (42 U.S.C. 300(f) et seq.);
- h. Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4831(b));
- i. the Clean Air Act of 1970, as amended (42 U.S.C. 7401 et seq.);
- j. the Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. 1251 et seq.);
- k. the Clean Water Act of 1977 (P.L. 95-217); and
- l. the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (43 U.S.C. 6901 et seq.).

21. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

22. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of 24 CFR Part 35, subparts A, B, J, K and R.

23. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

24. 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 currently set at \$150,000, 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 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 subrecipient 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 subrecipient 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 subrecipient 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 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 governmentwide 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. See §200.322 Procurement of recovered materials.

«PROGRAM_NAME»

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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