

RECORD OF RESOLUTIONS

Resolution No. 2017-H

January 23, 2017

City of Bellbrook

Resolution No. 2017-H

A Resolution Authorizing the City Manager to Sign a Community Development Block Grant Program Grant Agreement with the Greene County Board of Commissioners.

WHEREAS, the City of Bellbrook has been awarded a Community Development Block Grant in the amount of \$31,100 for the construction of handicap sidewalk ramps; and

WHEREAS, the agreement is required by the Greene County Board of Commissioners for this grant award.

Now, Therefore, the City of Bellbrook Hereby Resolves:

Section 1. That the City Manager is hereby authorized to sign the attached agreement with the Greene County Board of Commissioners for the Community Development Block Grant Program.

Section 2. That this resolution shall take effect and be in force forthwith.

Robert L. Baird, Mayor

Jami L. Kinion, Clerk of Council

Elizabeth A. Ellis, Asst. Prosecutor
Greene County Prosecutor's Office

GREENE COUNTY
STATE OF OHIO SMALL CITIES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT

This Grant Agreement is made and entered into this 1st day of January, 17 by and between the Greene County board of Commissioners (hereinafter referred to as the "GRANTOR") and the City of Bellbrook (hereinafter referred to as the "GRANTEE").

WHEREAS, under the provision of the Housing and Community Development of 1974, as amended, and the Housing and Community Development Amendments of 1971, PL. 97-35 Stat. 204. 42 U.S.C. 5303, the United State Department of Housing and Urban Development (hereinafter referred to as "HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Development Services Agency; and

WHEREAS, Grantor has been designated and empowered to receive, administer and disburse Block Grant Funds for community and economic development to local units of general government, and to provide technical assistance to them in connection with community development programs; and

WHEREAS, Grantee has submitted an application to the Grantor setting forth a proposed project, and the Grantor has approved said proposal.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained, herein, the Grantor and the Grantee hereto do mutually agree as follows:

ARTICLE I. WORK TO BE PERFORMED

The Grantee shall perform or contract through the Grantor to have performed all work as specified in its Grant Application and under the terms of this approval by the Grantor. The Grantee guarantees the satisfactory performance of all such work. A copy of the approved application and the general and special conditions associated with its approval is attached hereto, identified as Exhibit A, and made a part of hereof as if fully rewritten herein.

ARTICLE II. COMPLIANCE WITH APPROVED PROGRAM

All activities authorized by this agreement shall be performed in compliance with this agreement, the State of Ohio Administrative Plan FY 17, the grant conditions, applicable regulations to the Department of Housing and Urban Development, and the regulations and directives of the Grantor. The Grantee acknowledges that this agreement is subject to all requirements set forth herein, and agrees that it will comply with all future requirements determined by the Grantor to be necessary, as well as all current applicable state and federal regulations to which the Grantor and/or Grantee are subject. **NO work is to be performed before**

the environmental release is received by the Ohio Development Services Agency, Office of Community Development and notification by the board of Greene County Commissioners.

ARTICLE III. REPORTS, RECORDS AND EVALUATIONS

The Grantor shall supervise, evaluate and provide guidance and direction to the Grantee in the conduct of work to be performed under this agreement. The grantee agrees to submit to the Grantor such reports as may be required by the Grantor, the State of HUD, including but not limited to the reports listed in Exhibit B according to the schedule therein set forth. The Grantee also agrees to prepare and retain and permit the Grantor it inspect as it deems necessary for grant purposes, in addition to the inspections authorized by the conditions of this agreement, all other records that may be required by HUD regulations or directives. The Grantee further agrees that the Grantor may carry out monitoring, evaluation and audit activities as deemed appropriate by the Grantor, and will effectively ensure the cooperation of the Grantee's employees in such efforts.

ARTICLE IV. PROJECT COMMENCEMENT

If this project has not commenced within 60 days after acceptance of the Grant, the Grantee will report by letter the steps taken to initiate the project and the expected starting date.

ARTICLE V. COMPLIANCE

The Grantee agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Grantee accepts full responsibility for payment of all unemployment compensation insurance premiums, workers' compensation premiums, all income deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work authorized by this grant.

ARTICLE VI. ACCOUNTING AND ADMINISTRATIVE PROCEDURES

The Grantee shall keep separate from its other activities, expenses and costs arising out of services rendered in connection with this Agreement. Separate bookkeeping systems shall be set up for such purposes. The Grantee shall be responsible for the preparation of any and all bid documents which are associated with the project. All bidding must be in compliance with both the language of this Agreement and the Ohio Revised Code governing political subdivisions. Any engineering and/or architectural contracting services which the Grantee anticipates being paid by the Grantor, must be covered by a bilateral Agreement between the individual and/or agency providing such services and the political jurisdiction. Such Agreements should also be reviewed by the appropriate legal representation and/or solicitor. Subject to receipt of federal funds, the Grantor agrees to make available to the Grantee and amount not to exceed \$ 31,100.00 for these purposes.

The Grantor shall accept the approved bid specifications from the grantee and shall advertise, receive and accept bids in accordance with language of this Agreement and the Ohio Revised Code. Prior to entering into an Agreement for services, the Grantor will consult with the Grantee concerning the potential deliverer of service. The Grantee shall oversee the project and shall on a specified schedule notify the Grantor that payment(s) can and shall be made to the Service Deliverer. The Grantor on approval by the Grantee, shall there upon make payment of these bills directly the provider of service within Forty-Five days following receipt of an acceptable invoice. Such notice from the Grantee to the Grantor, shall be in writing.

The Grantor reserves the right to suspend payments should the Grantee fail to provide other required reports in a timely and adequate fashion. The Grantor will approve or disapprove payment of the invoices, based upon demonstrated need. The Grantor reserves the right to recover from Grantee all moneys determined by Grantor to have been improperly spent.

The Grantee and the Grantor mutually agree that administrative costs for this Grant Agreement shall be "in-kind" contributions by the Grantee.

The Grantee shall provide the Grantor with access to all records, documents and material pertaining to the economic development activities by the Grantee under this Agreement. Such documents, however, shall remain the property of the Grantee.

In the event that funds advanced, appropriated, for use by the Grantor in implementing the programs and activities of this Agreement are subject to federal, state or local governmental regulations, or are subject to contractual use constraints, the Grantee shall become familiar with the goals and objectives of such finding and shall abide by the regulations and constraints required in carrying out the funding objectives.

No member or employee of City of Bellbrook or employee of the Grantee and no member of the Greene County Board of Commissioners or member of the Development program pursuant to this Agreement shall have any primary interest direct or indirect in this Agreement.

This Agreement represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, proposals, or agreements either written or oral. The physical assets acquired by the grantee with funds supplied by the Grantor, pursuant to this Agreement or any extension or any modification hereof, shall be the property of the Grantor. In the event of termination of this Agreement, the Grantee shall have the option to purchase the said physical assets, then they shall appoint an appraiser or appraisers who shall make an appraisal of the assets, and the parties shall be bound by such appraisal. The option to purchase the assets shall be exercised within thirty (30) days of receipt of the appraisal.

ARTICLE VII. TERMINATION

The Grantor may, by giving reasonable written notice specifying the effective date, terminate this contract in whole or in part for cause, which shall include: (1) failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and HUD and Grantor directives as may become generally applicable at any time; (2) submission by the Grantee to the Grantor, or to the State of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this contract; and (4) suspension or termination by HUD or the Department of Development of the grant to the Grantor under which this contract is made, or the portion thereof delegated by this contract.

ARTICLE VII. LIMITATION OR EXPENDITURES OF PROGRAM FUNDS

Expenses charged against program funds, except in the preparation of the Environmental Review Record, may not be incurred by the Grantee prior to the effective date of the grant or subsequent to the grant termination date and may be incurred only as necessary to carry out the purposes and activities of the approved program. All expenses incurred/obligated for the

approved program must be supported by approved contracts, purchase orders, requisitions, bills or other evidence of liability consistent with the Grantee's established purchasing procedures. Grantor will determine the disposition of unexpended funds at the termination of the grant.

ARTICLE IX. RESPONSIBILITY FOR CLAIMS

Grantee agrees to save the Grantor harmless from any and all liabilities or claims caused by or resulting from the Grantee's obligations or activities in furtherance of the work described herein. Grantee will reimburse the Grantor for any judgments which may be obtained against the Grantor resulting from the work hereunder or the use of any work product of the Grantee, including judgments for the infringement of patent or copyright rights. Grantee agrees to defend against any such claims or legal actions if called upon by the Grantor to do so.

ARTICLE X. PREVAILING WAGE

Grantee agrees that all wages paid to laborers and mechanics shall be paid the prevailing rates of wages of laborers and mechanics for the class of work called for by the program, which wages shall be determined in accordance with the requirements of Chapter 4115 of the Revised Code for determination of prevailing wage rates. Grantee also agrees that, to the extent required by Section 4115.032 of the Revised Code, Grantee shall comply, and shall require compliance by all contractors or subcontractors working on the program with all applicable requirements of Sections 4115.03 to 4115.16 of the Revised Code.

ARTICLE XI. CHANGES OR MODIFICATIONS

This Agreement and Exhibits A and B, which are attached hereto, made part hereof and incorporated by reference as if fully rewritten herein, constitute the entire agreement between the parties and any changes or modifications of this agreement shall be made and agreed to in writing.

ARTICLE XII. ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior expressed written consent of the other party.

ARTICLE XIII. OTHER CONDITIONS

Grantee hereby assures and certifies that:

- A. It possesses legal authority to apply for the grant, and to execute the proposed program.
- B. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the Grantee's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- C. Its chief executive officer or other officer of Grantee approved by the Grantor:
 1. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 and other provisions of Federal law, as specified in 24 CFR Part 58, which furthers the purposes of NEPA, insofar as the

provision of such federal law apply to the Ohio Small Cities Community Development Block Grant Program;

2. Is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
- D. The Community Development program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; (The requirement for this certification will not preclude the Grantor from approving an application where the Grantee certifies that all or part of the community development program activities are designed to meet other community development needs having a particular urgency as specifically explained in the application.)
- E. It will comply with the regulations, policies, guidelines and requirements of the OMG Circulars Number A-87 and A-102, Revised, as they relate to the application, acceptance, and use of Federal funds under this document.
- F. It will comply with:
1. Section 110 of the Housing and Development Act of 1974, as amended, 24 CFR 570.605, and State law and regulations regarding the administration and enforcement of labor standards;
 2. The provision of the Davis-Bacon Act (46 U.S.C. 276 a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
 3. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.327-332, requiring 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 eight in a calendar day or forty in a work week, whichever is greater; and
 4. Federal Fair Labor Standards Act, 29 U.S.C.1201 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.
- G. It will comply with all requirements imposed by the Grantor concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with OMB Circular No. A-102, Revised.
- H. It will comply with:
1. Title VI of the Civil Rights Acts of 1964 (P.L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, religion, sex, national origin, familial status or handicap, age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial

assistance extended to the Grantee, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended administering all program and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further housing in the sale or rental of housing, the financing of a housing, and the provision of brokerage services;
 3. 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.
 4. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24CFR 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, familial status, religion, sex or handicap 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 the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;
 5. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance; and
 6. 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 provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin, familial status or handicap, in all phases of employment during the performance of federal or federally assisted construction contracts. Contractor and subcontractor on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training an apprenticeship.
- I. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that the greatest extent feasible opportunities for training and employment be given to lower income persons residing within the unit of local government in which the project is located; and that 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 within the unit of local government.

- J. It will:
1. To the greatest extent practicable under Ohio law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) and will comply with Sections 303 and 304 of Title III; and
 2. Inform affected persons of their rights and of the acquisition policies and procedures.
- K. It will:
1. Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
 2. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures that there location process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or familial status, handicap, source of income; and
 3. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, familial status or handicap, source of income.
- L. 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.
- M. It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. 874 and 40 U.S.C. 276 a, which outlaws and described penalties for “kickbacks” of wages in federally financed or assisted construction activities.
- N. It will comply with the provisions of the hatch Act which limits the political activity of employees.
- O. It will give the Grantor, HUD and Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.
- P. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency’s list of Violating Facilities and that it will notify the Grantor of the receipt of any communication from the Director of the EPA Official of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

- Q. It will comply with the flood insurance purchase requirement of Section 102 (a) of the Flood Disaster Protection Act of 1974 P.L. 93-234, 87 Stat. 975, 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 financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- R. 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 Archaeological and Historical Data Act of 1966 (16 U.S.C. 469 a-1, et seq.) by:
- S. It will comply by:
1. The National Environmental Policy Act of 1969 (42 U.S.C.4321 et seq.) and 24 CFR Part 58;
 2. Executive Order 11988, Floodplain Management;
 3. Executive Order 11990, Protection of Wetlands;
 4. The Endangered Species Act of 1973, as amended (16 U.S.C.1531 et seq.);
 5. The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661 et seq.)
 6. The wild and Scenic River Act of 1968, as amended (16 U.S.C. 1271);
 7. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. 300f et seq.);
 8. Section 401 (f) of the Led-Based Pain Poisoning Prevention Act, as amended (42 U.S.C. 4831 (b));
 9. The Clean Air Act of 1970, as amended (42 U.S.C. 7401 et seq.)
 10. The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. 1251 et seq.);
 11. The Clean Water Act of 1977 (P.L. 95-217); and
 12. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C.6901 et seq.).
- T. 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.

ARTICLE XV. CONSTRUCTION

This agreement shall be construed, interpreted, and the right of the parties determined in accordance with the laws of the State of Ohio.

ARTICLE XVI. SPECIAL CONDITIONS-TERMINATION

This contract shall expire no later than December 31, 2017 unless agreed upon among the Ohio Development Services Agency, the Grantor and the Grantee.

ARTICLE XVII

The Grantee shall be responsible to obtain all necessary and required permits and al necessary and required inspections and approvals from the appropriate agencies.

The Grantee shall also verify the work is completed properly and shall so indicate in writing to Grantor prior to any payments being made to the provider of services.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this agreement as of the date first above written.

Approved By:

City of Bellbrook
Grantee

Greene County Board of Commissioners
Grantor

Mark Schlagheck, City Manager
Typed Name and Title of Authorized Official

Robert J. Glaser, Jr., President
Typed Name and Title of Authorized Official

Signature

Signature

Resolution No. _____