

RESOLUTION NO. R86-1 CMS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A PROPOSAL TO THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE 1985 COMMUNITY DEVELOPMENT BLOCK GRANT FORMULA ALLOCATION PROGRAM AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized to submit a proposal to the Ohio Department of Development for the Community Development Block Grant Formula Allocation Program, said proposal being attached hereto as "Exhibit A", and to be in an amount not to exceed \$34,100.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this resolution were adopted in an open meeting of the Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to-wit:

"to insure the timely filing of the grant application"

and shall take effect immediately upon passage.

PASSED: 1st Reading - January 21, 1986 (E)
2nd Reading -
3rd Reading -

ATTEST:


Clerk of Council


Chairman of Council

POSTED: January 22, 1986

Resolution No. R86-1 CMS
"Exhibit A"

STATE OF OHIO SMALL CITIES COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

GRANT AGREEMENT

FTI NO. 346002073-02

GRANT NO. A-P-85-160-1

This Agreement is entered into this 31st day of December 198 5, by and between the State of Ohio, Department of Development (hereinafter variously referred to as the "Grantor"), and City of Oberlin (hereinafter variously referred to as the "Grantee"), for the CDBG FORMULA Program during the period beginning January 1, 1986 and ending February 28, 1987.

RECITALS

WHEREAS, under the provisions of the Housing and Community Development Act of 1974, as amended, and the Housing and Urban-Rural Recovery Act of 1983, P.L. 98-181, the United States 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 Department of Development; and

WHEREAS, Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development units of general local government in nonentitlement areas of Ohio, 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.

ARTICLE I GRANT OF MONEYS

The State of Ohio, Department of Development hereby grants funds in the amount of \$ 34,100.00 to City of Oberlin for the sole and express purpose of providing for the performance of CDBG FORMULA Program as more fully set forth herein.

ARTICLE II WORK TO BE PERFORMED

The Grantee shall undertake the project and activities as set forth in the "Scope of Work" which is labeled Attachment A, attached hereto, made a part hereof and incorporated by reference herein as if fully set forth herein.

ARTICLE III COMPLIANCE

The project and activities authorized by this Agreement shall be performed in accordance with any and all applicable local, state and federal statutes, regulations, directives, guidelines, approved state plans, CDBG handbooks, or other requirements of the Grantor in effect at the time of the execution of this Agreement or thereafter. Said statutes, regulations, directives, guidelines, plans or other requirements may be waived only upon the express, written consent of the Grantor as allowed by law. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed a waiver by the Grantor of any of its rights hereunder. The Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, worker's compensation premiums, income tax 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 and activities authorized by this Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

ARTICLE IV REPORTS, RECORDS AND EVALUATIONS

The Grantor shall supervise, evaluate and provide guidance and direction to the Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. The Grantee shall submit to the Grantor reports detailing the expenditures of the moneys granted pursuant to this Agreement and such other reports as may be required by the Grantor, including the reports listed, and according to the schedule set forth, in Attachment C, which is attached hereto, made a part hereof and incorporated by reference herein as if fully set forth herein. Using procedures outlined in the Ohio Small Cities COBG Handbook the Grantee shall prepare, retain and permit the Grantor to inspect, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. The Grantee shall further permit the Grantor to perform monitoring, evaluation and audit activities as determined to be necessary at the sole discretion of the Grantor. All required records as set forth in Attachment C and in the Ohio Small Cities COBG Handbook shall be maintained by the Grantee for a period of three (3) years from the date of audit, except in cases where unresolved audit questions may require retention of some or all of said records for a longer period as determined by the Grantor.

ARTICLE V MODIFICATIONS

The Grantor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Grantee concerning the performance of work described in this Agreement. Upon such notice and within a reasonable time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of work described in this Agreement and are intended to amend or alter this Agreement or any part thereof. This Agreement constitutes the entire agreement between the parties and supercedes any and all other agreements, either oral or written, between the parties hereto and with respect to the subject matter hereof, and may not be modified except by an agreement in writing signed by each of the parties hereto as described in Chapter 11 of the Ohio Small Cities COBG Handbook.

ARTICLE VI PAYMENT OF MONEYS

Payments will be made to the Grantee upon the timely submission to the Grantor of a "Request for Payment on Letter of Credit and Status of Funds Report to Support Payment." The Grantor reserves the right to approve or disapprove payments of the invoices based upon demonstrated need. The Grantee shall deposit all moneys received under this Agreement in a separate account on the books and records of the Grantee. All moneys granted to the Grantee under this Agreement are to be used solely for the express purpose set forth in Attachment A. In no event shall said moneys be used for any other purpose than that described in this Agreement. The Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement. The Grantee shall not pledge said moneys as security for any other loan or debt of any kind other than that described in this Agreement. If said money is not so used, it shall be returned to the Grantor. In the event that the total amount of the grant exceeds the cost of the project, the remaining moneys shall be returned to the Grantor.

None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to Section 131.17, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state or federal agencies.

ARTICLE VII TERMINATION

The Grantor may, by giving reasonable written notice specifying the effective date, terminate this Agreement 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 Agreement, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) submission by the Grantee to the Grantor of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this Agreement; and (4) suspension or termination of the grant to the Grantor under which this Agreement is made, or the portion therefore delegated by this Agreement. The Grantor may voluntarily terminate this Agreement upon written notice to the Grantee. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Grantee under this Agreement shall be disposed of according to Grantor directives, and the Grantee shall be entitled to compensation for any unreimbursed expenses, reasonably and necessarily incurred in the satisfactory performance of this Agreement. The Grantee shall incur no new obligations after the date of the termination of this Agreement, and shall cancel as many outstanding obligations as possible. In the case of a partial termination, the Grantee shall incur no obligations other than those specifically identified in the contract governing the partial termination. Notwithstanding any of the provisions of this Article VII, the Grantee shall not be relieved of its responsibility for damages sustained by the Grantor by virtue of any breach of contract by the Grantee, and the Grantor may withhold any reimbursement to the Grantee for the purpose of set-off until such time as the exact amount of damages due the Grantor from the Grantee is agreed upon or otherwise determined.

ARTICLE VIII LIMITATION ON EXPENDITURE OF PROGRAM FUNDS

Expenses charged against the funds granted herein, shall not be incurred by the Grantee except during the period of the Agreement as set forth above except as set forth in Attachment B, Special Conditions, attached hereto, made a part hereof, and incorporated by reference herein as if fully set forth herein. These expenses may be incurred only as necessary to the performance of the work and activities as set forth in Attachment A. All expenses incurred or obligated for the approved program must be supported by approved contracts, purchase orders, requisitions, bills or other evidence of liability consistent with the procurement procedures set forth in the Ohio Small Cities COBG Handbook. The Grantee shall require delivery before payment is made for purchased goods, equipment or services, unless the Grantee obtains satisfactory security from the vendor for payment made. The Grantor shall determine the disposition of any and all unexpended funds at the termination of this Agreement.

ARTICLE IX EQUAL EMPLOYMENT OPPORTUNITY

The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap or age. Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, handicap or age. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, Transfer, Recruitment or Recruitment Advertising, Layoff, Termination, Rates of Pay or other Forms of Compensation, and Selection for Training, including Apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. The 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, handicap or age. Grantee will incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

ARTICLE X SUBCONTRACTS AND ASSIGNMENTS

None of the work or activities set forth in Attachment A, the Scope of Work, shall be subgranted by the Grantee. In any event, the Grantee shall be solely responsible to the Grantor for the full performance of the work and activities as set forth in said Attachment A. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by the Grantee without the express written consent of the Grantor.

ARTICLE XI RESPONSIBILITY FOR CLAIMS

The Grantee agrees to hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of work described herein. The 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 infringement of patents or copyrights. The Grantee agrees to defend against any such claims or legal actions if called upon by the Grantor to do so. The Grantee acknowledges that this Agreement involves the use of federal funds and as such are subject to audit by the agency of the United States government granting funds to the Grantor for purposes of performing the work and activities as set forth in Attachment A. The Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

ARTICLE XII CONSTRUCTION, SEVERABILITY

This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid. This Agreement shall not be deemed to include article headings which are inserted for convenience only.

ARTICLE XIII GRANTEE ASSURANCES AND CERTIFICATIONS

The Grantee shall comply with assurances and certifications contained in Attachments D and E which are attached hereto, made a part hereof and incorporated by reference as if fully set forth herein.

ARTICLE XIV LABOR STANDARDS

Grantee agrees that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal and State laws and regulations pertaining to labor standards.

ARTICLE XV ENVIRONMENTAL REVIEW RECORD

It is understood by Grantee that the Environmental Review Record, as described in 24 CFR Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs, must be satisfactorily completed before Grantor will release funds under this agreement.

ARTICLE XVI SPECIAL CONDITIONS

The grant of funds herein shall be further contingent upon the Special Conditions set forth in Attachment B which is attached hereto, made a part hereof and incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the date first written above.

State of Ohio
Department of Development

By Dale S. Sigeman
Signature

By Roberta F. Barber /OC
Roberta F. Barber
Deputy Director

(Typed name and title of
authorized official)

Date 3-11-80

Date _____

ATTACHMENT B
SPECIAL CONDITIONS

ENVIRONMENTAL REVIEW REQUIREMENTS:

1. Grant activities cannot be implemented prior to Environmental Release of Funds from OLGS. Drawdown requests from Grantees for specific activities under this grant will not be processed until the Grantee's Environmental Review process has been appropriately completed and accepted by OLGS.

PROJECT COMPLETION REQUIREMENTS:

2. All projects, as identified in Attachment A of this Agreement, must be completed, i.e. work finished, by December 31, 1986. Any work not completed by this time may not continue without written approval by OLGS. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than December 31, 1986.

DRAWDOWN REQUESTS:

3. All drawdown requests from Grantees for funds under this Agreement must be received by OLGS by January 30, 1987. No drawdown requests will be processed after this date.

CLOSEOUT REQUIREMENTS:

4. Final Audits and Performance Reports for the Grantee's program, as described in Attachment C to this Agreement, must be submitted to OLGS by February 27, 1987.

FAIR HOUSING REQUIREMENTS:

5. To comply with the requirement to affirmatively further fair housing, the grantee shall conduct an analysis of the impediments to fair housing choice within its community and submit the results of such an analysis as described below to OLGS no later than March 1, 1986. This submission shall also describe action(s) to be undertaken by the grantee throughout the remainder of the program year to eliminate the impediments identified in the results of its analysis.

The analysis shall include, at a minimum, a review of impediments to housing choice that occur in the following areas:

1. The sale or rental of housing;
2. Housing brokerage services (real estate agencies);
3. The provision of financial assistance to dwellings for purchase, home improvement, utilities, etc.;
4. Public policies (i.e. building codes, building permits, zoning laws, etc.) which unnecessarily limits choice of sites, expedient building plan approval, etc., necessary to allow the construction of publically assisted housing;
5. The administrative policies concerning community development programs and housing activities, which affect opportunities of minority households to select housing anywhere in the community.

ATTACHMENT C

Required Reports

Grantee shall respond in an adequate and timely fashion for the submission of reports listed below. The Grantor shall provide a format for these reports and shall instruct the Grantee in the proper completion of said report.

All report requirements listed herein shall be provided, but shall not be construed to limit the Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below.

- A. Grantee shall submit timely requests for payment on Letter of Credit and Status of Funds Report upon which payments may be based.
- B. Grantee shall submit to Grantor a Semi-Annual Performance Report within ten days of the end of each program period, beginning three months after the start of the program.
- C. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Grant by the end of the Grant period.
- D. Grantee shall submit to Grantor a Final Program Audit Report prepared by an Independent Public Accountant in accordance with the procedures and regulations established by Grantor by the end of the Grant period.

ATTACHMENT D

GRANTEE ASSURANCES

The following assurances will be contained in the grant agreement between the State of Ohio and the grantee.

The Grantee hereby assures and certifies that:

- (a) It possesses legal authority to apply for and accept 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 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.
- (c) It has complied with all the requirements of OMB Circular No. A-95 as modified by the State and that either:
 - (1) Any comments and recommendations made by or through clearinghouses will be considered and appropriate remedial action(s) will be taken; or
 - (2) The required procedures were followed and no comments or recommendations were received.
- (d) It has facilitated or will facilitate citizen participation by:
 - (1) Providing adequate notices for two public hearings 10 days in advance of the hearing;
 - (2) 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; and
 - (3) Providing for citizen participation by holding one public hearing when considering amendments to the community development program.
- (e) Its chief executive officer or other officer of applicant approved by the state:
 - (1) Consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570 and to the Ohio Small Cities CDBG Program.
 - (2) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement his responsibilities as such an official;
- (f) The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families or aid in the elimination of slums or blight.

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

- (g) It will comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-102, Revised, and Federal Management Circular A-87 as they relate to the application, acceptance, and use of Federal funds under this part.

1985 CDBG CITY FORMULA PROGRAM
ATTACHMENT A
SCOPE OF WORK AND BUDGET
PREPARED BY THE OFFICE OF LOCAL GOVERNMENT SERVICES

I. GENERAL DATA

GRANTEE: OBERLIN
GRANT NUMBER: A-F-85-160
ADMIN. AGENCY: CITY OF OBERLIN
OHIO HOUSE DIST./REP.: 72 - Marie Tansey
% FOR PRIORITY PROJECTS: 100.00 %
NUMBER OF PROJECTS: 2
COUNTY: LORAIN

GRANT AMOUNT: \$ 34,100
GEOGRAPHIC AREA/REP.: C/Felicia Harper
APP. PREPARED BY: DALE S. SUGERMAN
OHIO SENATE DIST./REP.: 13 - Alan Ialeski
% FOR LMI BENEFIT: 100.00 %
% FOR ADMIN.: 12.02 %

II. PROGRAM BUDGET

ACTIVITY TYPE	CDBG AMOUNT	% OF GRANT	OTHER FUND AMOUNT - SOURCE	TOTAL PROJECT COST	CDBG LMI DOLLARS	CDBG LMI %
1. Private Rehab/Construct.	\$ 15,000	43.98 %	\$ 0 ---	\$ 15,000	\$ 15,000	100.00 %
2. Revolving Loan Fund	\$ 15,000	43.98 %	\$ 0 ---	\$ 15,000	\$ 15,000	100.00 %
3. General Administration	\$ 3,100	9.09 %	\$ 0 ---	\$ 3,100	----	----
4. Audit	\$ 1,000	2.93 %	\$ 0 ---	\$ 1,000	----	----
TOTALS	\$ 34,100	100.00 %	\$ 0	\$ 34,100	\$ 30,000	100.00 %

III. PROGRAM DATA

ACTIVITY TYPE	STATUS	BENEFICIARIES	AREA	OBJECTIVE	LMI %	CITATION
1. Private Rehab/Construct.	PRIORITY	70	601/602	LOW/MOD.	100.00	2A1/570.201
2. Revolving Loan Fund	PRIORITY	5	601/602	LOW/MOD.	100.00	1A1/570.206
TOTAL BENEFICIARIES:		75				

IV. PROGRAM OUTCOMES

ACTIVITY TYPE	LOCATION	OUTCOMES
1. Private Rehab/Construct.	EAST SIDE OF OBERLIN	REHABILITATE 20 UNITS
2. Revolving Loan Fund	CITYWIDE	BUSINESS LOANS TO CREATE 5 LMI JOBS

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

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

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

(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 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 insure fair treatment in employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship.

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

(n) It will:

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

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

(o) It will:

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

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

(h) It will comply with:

1. Section 110 of the Housing and Community 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 Provisions of the Davis-Bacon Act (46 U.S.C. 276a) 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 watchman 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. 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.

(i) 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 OMB Circular No. A-102 Revised.

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

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under 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 insure compliance with these specifications by the contractor.

(l) It will comply with:

(1) Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (34 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance 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.

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

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

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

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

(r) It will give 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.

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

(t) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 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 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.

(1) 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

(2) Complying with all requirements established by the State and HUD to avoid or mitigate adverse effects upon such properties.

(v) It will comply with:

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 Rivers 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 Lead-Based Paint 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 (43 U.S.C. 6901 et seq.).
- (w) 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.

THE LEGAL APPLICANT/RECIPIENT CERTIFIES THAT:

To the best of my knowledge and belief, the recipient will comply with the above assurances as a condition for receiving these funds.

CERTIFYING REPRESENTATIVE: (To be signed by Chief Executive Officer or Designee)

Typed Name and Title

Signature

Date

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended through the Housing and Urban-Rural Recovery Act of 1983, requires that no amount may be distributed by the State under the CDBG program to any unit of general local government located in a nonentitlement area unless such unit of general local government certifies that:

- (1) it will minimize displacement of persons as a result of activities assisted with such amounts;
- (2) its program will be conducted and administered in conformity with Public Law 88-352 and Public Law 90-284 (Titles VI and VIII of the Civil Rights Acts), and that it will affirmatively further fair housing;
- (3) it will provide for opportunities for citizen participation, hearings, and access to information with respect to its community development program that are comparable to those required of grantees under section 104 (a) (2); and
- (4) it will not attempt to recover any capital costs of public improvements assisted in whole or in part under section 106 or with amounts resulting from a guarantee under section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financial from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, the grantee certified to the State it lacks sufficient funds received under section 106 to comply with the requirements of clause (i).

THE LEGAL APPLICANT/RECIPIENT CERTIFIES THAT:

To the best of my knowledge and belief, the recipient will comply with the above assurances as a condition for receiving these funds.

CERTIFYING REPRESENTATIVE: (To be signed by Chief Executive Officer or Designee)

Typed Name and Title

Signature

Date