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RESOLUTION NO. R90-4 CMS

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
BOARD OF LORAIN COUNTY COMMISSIONERS AND THE
CITY OF OBERLIN FOR THE ADMINISTRATION OF THE 1989
FISCAL YEAR CDBG FORMULA GRANT OF THE CITY OF OBERLIN

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 and directed to enter into an agreement with the Board of Lorain County Commissioners for the administration and implementation of the 1989 Fiscal Year CDBG Formula Grant activities of the City of Oberlin, Ohio, said agreement being attached hereto, marked "Exhibit A", and incorporated herein by reference.

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 this 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 resolution shall take effect at the earliest date allowed by law.

PASSED: 1st Reading - April 16, 1990
2nd Reading - May 7, 1990 - EMERGENCY
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIRMAN OF COUNCIL

POSTED: May 9, 1990

EFFECTIVE DATE: May 7, 1990

SUBRECIPIENT AGREEMENT FOR MUNICIPALITIES

This Agreement entered into as of this 1st day of April, 1990, by and between the Board of County Commissioners, Lorain County, Ohio, (hereinafter referred to as "County") and the City of Oberlin, Ohio, (hereinafter referred to as "Political Subdivision").

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1987, Lorain County has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, the Political Subdivision has agreed with the County for the purpose of making application for Community Development Block Grant Program Funds; and

WHEREAS, included in said application, or provided for in subsequent amendments to said application, is the activity or activities entitled Curbs & Sidewalks (11); Parks & Rec Facilities (12); Curbs & Sidewalks 113? Street Improvements (17); and

WHEREAS, it is necessary that the County and the Political Subdivision enter into an Agreement for the implementation of said activity or activities;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Scope of Service. The Political Subdivision hereby agrees to utilize funds made available under the CDBG program for the purpose of implementing the above mentioned activity as described in Attachment I - Work Program, which is attached hereto and made a part hereof as if fully rewritten. Changes in Attachment I - Work Program may be requested from time to time by either the County or the Political Subdivision and shall be incorporated in written amendments to this Agreement. The Political Subdivision certifies that the Community Development program provided for herein gives maximum feasible priority to activities which benefit low or moderate income families or aid in the prevention or elimination of slums and blight.
2. Time of Performance. This Agreement shall take effect as of April 1, 1990 through to and including February 28, 1991.
3. Compensation. The County shall compensate the Political Subdivision for all expenditures made in accordance with the schedule set forth in Attachment II - Work Program Budget, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this Agreement not to exceed \$28,715.00. In no event are payments to be financed by funds other than the funds granted by the State of Ohio for the CDBG Program.
4. Method of Payment. The County shall reimburse the Political Subdivision or advance funds to the Political Subdivision based on a statement of expense or estimated expenses which shall be submitted to the County by the fifteenth (15) day of each month for the preceding month. Payment shall be made within thirty (30) days of receipt by the County or a statement of expenses, providing that funds for the project have been deposited with the County. All advanced funds must be disbursed within 15 days of receipt and documented as such.
5. Program Income. All income received from Block Grant funded activities shall be considered program income and subject to CDBG regulations and the Office of Local Government Services' policies and guidelines.
6. Reports and Records. The Political Subdivision shall submit the necessary records and supporting documents to the County in accordance with the State of Ohio, Department of Development/Office of Local Government Services' policies and regulations.

The Political Subdivision shall also provide to the State of Ohio, Department of Development and/or the County at its request statistical and narrative reports or other statements, records, data and information on the activities performed pursuant to this Agreement. The County, and the State of Ohio, Department of Development shall have access at any time during normal business hours to all books, accounts, records, reports, files and other papers or property of the Political Subdivision pertaining to funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts. The Political Subdivision shall provide necessary information and periodic reports as required by Section 7 of this Agreement. All data, information and reports generated as a result of this Agreement are the property of the Board of LORAIN County Commissioners and may not be used, reproduced, or released without the Board's permission and consent.

7. Equal Opportunity. The Political Subdivision agrees to comply with:
- A. Title VI of the Civil Rights Act of 1964 (P.L. 38-352) and the HUD regulations under 24 CFR Part 1 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 receiving federal financial assistance by way of grant, loan or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of federal financial assistance extended to the Political Subdivision, this assurance shall obligate the Political Subdivision, or in the case of any transfer of such property or structure is used for a purpose of 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 (P.L. 90-284), as amended by the Housing and Community Development Acts of 1974 and 1977, and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing throughout the United States.
 - C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of HUD (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, 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, be subjected to discrimination under, any program or activity funded in whole or in part with the community development funds.
 - D. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with federal financial assistance.
 - E. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to assure nondiscrimination in employment by Government Contractors and Subcontractors and under federally assisted construction Contractors.
 - F. Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:
 1. The work to be performed under this contract is on a project assisted under a program providing CDBG financial assistance from the State of Ohio, Department of Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) Section 3 requires 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 business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of CDBG financial assistance provided to the project, finding upon the applicant or recipient, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which CDBG assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Board of Lorain County Commissioner's
 Resolution Number 84-547 dated June, 12, 1984,
 adopting and expanded program for Equal Opportunity in all
 activities funded by or through the Board of Lorain
 County Commissioners.

Specific provisions or exclusions which pertain to equal opportunity compliance are in Attachment III - Equal Opportunity Requirements which is attached hereto and made a part hereof as if fully rewritten.

8. Subcontracting. All work or services covered by this Agreement which is subcontracted by the Political Subdivision shall be specified by written contract and subject to all provisions of this Agreement. All subcontracts must be approved by the County.
9. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
10. Interest of Members, Officers, or Employees of the Political Subdivision, Members of Local Governing Body, or Other Public Officials. No member, officer or employee of the Political Subdivision or its designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

11. Hatch Act. The Political Subdivision agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15 of the United States Code.
12. Labor Standards Provisions. The Political Subdivision agrees to comply with Section 570.605; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions, and made part hereof as if fully rewritten.
13. Compliance with Environmental Requirements. The Political Subdivision agrees to comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities set forth in Attachment I - Work Program. The County agrees to assume responsibility for preparing Environmental Assessments and Environmental Impact Statements as required.
14. Compliance with Flood Disaster Protection Act. This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition of construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 46 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition of construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance provided under this Agreement.

15. Compliance with Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environment Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Political Subdivision shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- A. A stipulation by the Contractor or Subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1958c-9) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

D. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

16. Historic Preservation. This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The Political Subdivision must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.
17. Architectural Barriers. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with Community Development Block Grant funds must comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped." Number A-117.1-R 1971, subject to the exception contained in 41 CFR Subpart 101-19.604.
18. Lead-Based Paint. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) and the Lead-Based Paint Regulations (24 CFR Part 15). The use of lead-based paint is prohibited whenever Community Development Block Grant funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with Block Grant funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1950 must be notified of the hazards of lead-based paint poisoning.
19. Acquisition and Relocation. The Political Subdivision agrees to comply with the relocation requirements of Title II and the acquisition requirement of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementation regulations in 24 CFR 42 as they apply to the activities covered by this Agreement. The City agrees to comply with the County's process established under the 104 (j) requirements.
20. Property Disposition. Real or personal property purchased in whole or in part with Block Grant funds shall not be disposed through sale, use, or location without the written permission of the County. The proceeds from the disposition of real property shall be considered program income and subject to Attachment E of CMB Circular A-102.
21. Lobbying. Block Grant fund shall not be used for publicity or propaganda purposes designed to support or defeat legislation pending federal, state, or local governments.
22. Termination. The County may terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part, and may recover any Block Grant funds at its discretion if the Political Subdivision:

- A. Violates any provision of this Agreement; or
- B. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
- C. Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of this Agreement; or
- D. Fails to complete performance in a timely manner.

The County may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving the Political Subdivision thirty (30) days written notice, in the event that the State of Ohio, Department of Development shall:

- A. Withdraw funds allocated to the County under its application for programs activities which substantially prevent performance of the community development program in the County or the Political Subdivision.
- B. Terminate the County's funding allocation pursuant to an Act of Congress; or
- C. Fail to approve a grant application filed by the County.

23. Compliance with General Requirements. The Political Subdivision shall comply with all applicable provisions of the Act, rules, regulations and guidelines promulgated by the Secretary of the Department of Housing and Urban Development, and all applicable requirements imposed by HUD concerning special requirements approved in accordance with Office of Management Budget Circulars OMB A-102. The Political Subdivision shall comply with all applicable provisions of the Act, rules, regulations and guidelines promulgated by the Secretary of the Department Housing and Urban Development, and all applicable requirements imposed by HUD concerning special requirements approved in accordance with Office of Management Budget Circulars A-102, A-128, and A-87.

24. Nonexpendable Personal/Real Property. Title to real property acquired with CDBG funds shall vest in the recipient subject to the condition that the recipient shall use the real property for the authorized purpose of the project for a minimum of five (5) years, except that the time period is only for two (2) years, if the amount of the CDBG assistance is less than \$10,000 (ten thousand dollars). Property management standards shall comply with Attachment N of OMB Circular A-102. The time period referred to in the Section begins on the day after this Agreement expires including amended dates. Should the City discontinue to use the property for its authorized use, the property will revert back to the County. During that time period, the subrecipient may either;

- A. Continue to use the property for the originally intended use;
- B. Change the use to another purpose which qualifies as meeting one of the three national objectives of the program after providing affected citizens with reasonable notice of, and opportunity to comment on the proposed change, and upon written permission from the County; or
- C. Dispose of the property for a use which does not meet one of the three national objectives, after consulting with affected citizens that the property is no longer needed for use which qualifies as meeting one of the three national objectives, and received permission from the County.

If C is chosen, disposition must be at full market current value. The portion and disposition proceeds that equals the CDBG percentage in the acquisition or improvement cost of the property will be included as CDBG program income and be subject to Section 5 of this Agreement.

25. Financial Management. Recipients standards for financial management shall comply with the State of Ohio, Department of Development/Office of Local Government Services' standards as promulgated in the ODG Small Cities Program Handbook. The Political Subdivision shall submit the necessary records and supporting source documentation to the County to be maintained in a centralized filing system. Invoices, purchase orders, vouchers, copies of cancelled checks, and payroll/timesheets must be maintained by the County in one central location.
26. Procurement of Architectural/Engineering Professional Services. Subgrantees may utilize competitive negotiation procedures for procurement of A/E services, whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Procurement must comply with Attachment O of OMB Circular A-102.

NOTE: No engineering shall be conducted on any project until after the project has gone through all Environmental Review procedures.

IN WITNESS WHEREOF, the County and the Political Subdivision have executed this Agreement as of the date first above written.

[Signature]
Attest

[Signature]
Attest

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BOARD OF LORAIN COUNTY COMMISSIONERS
[Signature]
George L. Koury, Jr., President

[Signature]

Deborah Kimble, City Manager
Municipality Chief Executive Officer

[Signature]
John S. Keressi, Jr., Asst. Prosecuting Attorney

[Signature]
Eric R. Severs, City Solicitor
City of Oberlin