



*Community Development Block Grant-CV  
Coronavirus Response*

**Mini- Grant Application Packet**

Applications due - 4:00 PM, December 4, 2020



# COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE APPLICATION



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# I. APPLICATION INSTRUCTIONS

## A. INTRODUCTION

In response to the Coronavirus Pandemic (COVID-19), the U.S. Department of Housing and Urban Development Community Development Block Grant program has notified the City of Kettering that we will receive a formula allocation from the first round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the Coronavirus. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed on March 27, 2020.

The City of Kettering is accepting applications from qualifying candidates to help in the prevention of, preparation for, and response to the Coronavirus. All applications that meet a National Objective, Eligible Activity, **AND** prevent, prepare for, or respond to the Coronavirus will be reviewed. The City is highly encouraging communitywide activities in the following categories:

- Mortgage Assistance Programs
- Food Assistance Programs
- Domestic Violence Programs
- Substance Abuse Programs

## B. AVAILABLE FUNDING

A total of \$200,000 is available to qualifying projects with CDBG-CV funding. Grant funding will be a minimum of \$10,000 and a maximum of \$30,000 per proposal.

## C. FEDERAL HUD REGULATIONS

**1. NATIONAL OBJECTIVES:** To be considered for CDBG-CV funding a program or project must first meet the following National Objective:

### **Benefit to Low to Moderate Income (LMI) Persons**

To qualify for funding under the LMI category, the persons or households served must have income levels at or below 80% of the *area median income* (AMI) as set forth in the charts below. HUD requires stratified income data on beneficiaries. You will need to report which category beneficiaries fall into below 80% of AMI, 50% of AMI or 30% of AMI.

### **2020 HUD Low to Moderate Income Guidelines**

<b>Number in Household</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>80% AMI</b>	\$40,800	\$46,600	\$52,450	\$58,250	\$62,950	\$67,600	\$72,250



There are two approaches for meeting the Low to Moderate Income qualifications:

- i. *Low to Moderate Income Limited Clientele (LMC)*: an activity which provides benefits to a specific group of persons of which at least 51% of the beneficiaries of the activity qualify as LMI persons earning less than 80% of the area median income as defined in the table above. To qualify each individual must establish, by means of financial information on *household size and income*, that *at least 51%* of the clientele are persons whose household income does not exceed the LMI limit.

There are certain populations that HUD presumes to be low to moderate income. For programs serving these populations income data does not need to be collected, however race and ethnicity do. Populations include: *abused children, elderly persons, battered spouses, homeless persons, severely disabled adults, illiterate adults, persons living with AIDS, and migrant farm workers.*

- ii. *Low to Moderate Income Area Benefit (LMA)*: an activity *which is available to benefit all the residents of an area* qualifying under HUD guidelines. HUD has identified neighborhoods eligible to receive funding based on income data provided by the census and American Community Survey. The eligible areas are shown on the attached map. See Attachment 1.

**2. LIST OF ELIGIBLE ACTIVITIES:** In addition to meeting a National Objective, each project must be an Eligible CDBG-CV Activity including but not limited to:

- a. **Mortgage Assistance Program** – Financial assistance, paid directly to the landlord or bank, for LMI families who have been financially impacted by the Coronavirus.
- b. **Food Assistance Program** – Financial assistance to food pantries, food banks, meal delivery programs, and other food assistance programs that are serving LMI clients in need of these service because of the Coronavirus.
- c. **Domestic Violence Programs** – Financial assistance for battered and abused spouses and their families. To be eligible, the program must show direct linkage to the Coronavirus pandemic.
- d. **Substance Abuse Programs** - Financial assistance for substance abuse recovery programs and substance abuse prevention activities that serve LMI clients in need due to the Coronavirus.
- e. **Other Public Services** – These can include assistance for legal, transportation, employment training, mental health services.



### 3. LIST OF INELIGIBLE CDBG-CV ACTIVITIES

- a. Any activity that is not directly related to the prevention of, preparation for, or response to the Coronavirus
- b. Reimbursement for expenses that have already be accrued – other than mortgage assistance
- c. Supplanting or substituting expenses currently paid for by other sources.
- d. Improvements to buildings for the general conduct of government.
- e. General government expenses.
- f. Political activities and lobbying.
- g. Purchase of equipment, specifically for construction but also including fire protection equipment, furnishings and personal properties.
- h. Operating and maintenance expenses.
- i. New housing construction

## D. APPLICATION GUIDELINES

1. **CDBG-CV Application:** Provide an eligible CDBG-CV program that serves low to moderate-income residents in Kettering. Please complete and submit the CDBG-CV Application, the Application Budget Form, plus any relevant attachments.
2. **FUNDING REQUEST RESTRICTIONS:**
  - a. **Minimum Grant Request: \$10,000**
  - b. **Maximum Grant Request: \$30,000**

### 3. SUBMISSION GUIDELINES

All applications must follow the formatting described below or be subject to penalty points:

- a. Separate applications for each program requesting funds shall be submitted;
- b. The checklist provided must be completed and submitted with the application;
- c. Page limits listed on the checklist must be followed, additional pages may not be forwarded to the Committee for review;
- d. Required and supporting documents shall be labeled and placed in an appendix. Extraneous information will not be considered;
- e. Required documents must be attached:
  - ✓ Non-profit applications: verification of 501(c)3 status; agency organizational chart; most recent agency operating budget; most recent audit or if not available the most recent 990 financial statement.



- ✓ Project Timeline: describes when the program will occur with specific dates and times
- ✓ The full application with signatures must be saved as a single PDF and submitted via email to [angela.brown@ketteringoh.org](mailto:angela.brown@ketteringoh.org) – You will receive a confirmation email within 24 hours of submission.
- ✓ All applications shall be complete, approved, and signed by the Chair of the Board of Directors and/or the Executive Director and be authorized by the Board

**E. DEADLINES**

1. **SUBMISSION DEADLINES** The complete version (electronic PDF) of the application must arrive by the deadline.

**DEADLINE: Friday, December 4, 2020 by 4:00pm**

*Applications must be submitted electronically to: [angela.brown@ketteringoh.org](mailto:angela.brown@ketteringoh.org)*

**F. REVIEW PROCESS AND SCORING**

1. **REVIEW PROCESS**

The CDBG-CV Review Team will consist of members from Planning and Development Department, the Volunteer Office, and the City Manager’s Office. The CDBG-CV Review Team will review and score all applications based on the scoring categories. Community Development staff will prepare a list of the rated applications from highest score to lowest score. A program time-line for the CDBG-CV Process is below but subject to change pending HUD guidance:

<b>November 4, 2020</b>	<b>Applications are available</b>
<b>December 4, 2020</b>	<b>Applications DUE by 4:00PM</b>
December 7-11, 2020	CDBG-CV Review Team reviews & scores all applications
December 14, 2020	CDBG-CV Review Team recommends funding allocations
December 18, 2020	Public Hearing and Public Notice begins
December 30, 2020	Submission of CDBG-CV Plan to HUD

2. **SCORING CATEGORIES AND POINT DISTRIBUTION**

Applications will be rated and ranked on the basis of their responses to the application elements.

1. Project Description.....20 points
2. Need for the project and CDBG-CV funds.....40 points
3. Project management.....10 points
4. Readiness to proceed.....20 points



5. Project budget.....10 points

**G. RESERVATION OF RIGHTS**

The city of Kettering reserves the right, at its sole discretion, to award all, a portion, or none of the available CDBG-CV funding, and may reject any and all proposals based on the quality and/or merits of the proposals, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

**H. POST AWARD AND SUB-RECIPIENT CRITERIA**

All awards are subject to the City’s receipt of its CDBG-CV appropriation from the U.S. Department of Housing and Urban Development. All awards are subject to pre-contract negotiations with the recipient.

The city of Kettering is committed to monitoring the performance of grant recipients to ensure that Federal funds are used appropriately and in a manner to maximize low and moderate income public benefit. Monitoring each grant recipient ensures that the goals and objectives identified within the City’s Annual Action and Consolidated Plan are met. Copies of the monitoring reports are kept in the Community Development Office.

Recipients that do not comply with the Post-Award and Sub-Recipient Criteria listed below will forfeit their award of CDBG-CV funds. The forfeited funds will be then returned to the CDBG-CV program for reallocation.

- CDBG-CV recipient shall not incur any costs or obligate any CDBG-CV funding until a release of funds is received from the U.S. Department of Housing and Urban Development by the City of Kettering, a contract between the City and the recipient is executed, and an environmental review is complete.
- The CDBG-CV Program Year will start as soon as the City receives funding from HUD. This is expected by February 1, 2021. CDBG-CV Programs will have one year to complete their program, ending January 31, 2022.
- CDBG-CV recipients shall ensure recognition of the role of the City of Kettering Community Development Block Grant program in providing services.
- All non-profit recipients must abide by the assurances found in **exhibit A**
- CDBG-CV recipients will be required to maintain accurate records documenting the prevention of, preparation for, response to the Coronavirus AND records documenting targeted populations and/or areas being served by the program or project. CDBG-CV recipients will provide quarterly reports to the City demonstrating the above eligibility requirements are being satisfied. The CDBG-CV recipient must collect and track data elements associated with the program/project requesting funding.
- Recipients will be asked to provide a final summary reporting all accomplishments and outcomes to be provided to HUD and the public. This includes a description of the impact or outcomes of the program or project. Quarterly updates will be requested and must be provided.



- Sub-recipients are required to:
  - Collect and track data elements associated with the program/project requesting funding. These elements may include: how the person/household/business was directly impacted by the coronavirus, number of persons/households/businesses served, family size, race/ethnicity, income documentation, and residency documentation.
  - Submit performance reports to the City on a quarterly basis. The reports are reviewed for accuracy, performance measures and compliance. In addition, on-site monitoring/auditing of agencies for ongoing compliance and eligibility is done by the City to ensure income guidelines and residency are being met and goals are being reached.
- Payments: Invoices or requests for payments will be paid based on a fee per unit of service provided; backup substantiating the invoice is required. Quarterly funding requisitions will then be based upon the number of units provided and the cost for delivering that service.





# COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE MINI-GRANT APPLICATION

## COMPLETE APPLICATION CHECKLIST

Please submit each section of the application, including this checklist:

- A. CDBG-CV Application Cover Page**, *limit 1 page*
- B. CDBG-CV Application**, *limit 2 pages*
- C. CDBG-CV Narrative**
- D. Budget: Revenues and Expenditures**, attached separately, *limit 1 page*  
*Budget worksheet MUST match budget listed on the Cover Page, Summary page, and in the narrative*

## Required documents for non-profit organizations:

- Verification of 501(c)3 Status**, *limit 1 page*
- Agency Organizational Chart** to show how the proposed program fits into the overall organizational structure; include program staff or positions, *limit 1 page*
- Most Recent Agency Operating Budget Summary**, *limit 1 page*
- Most Recent Independent Auditors Report and identified findings** or *if an Audit is not available* the most recent 990 Financial Statement
- Complete list of Board Members**

**Signature of the Executive Authority**

**Date**

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**Name**

**Title**



**A. CDBG-CV COVER PAGE, limit 1 page**

**CDBG-CV COVER PAGE**

Service Type	<input type="checkbox"/> Mortgage Assistance <input type="checkbox"/> Food Assistance <input type="checkbox"/> Other: please describe below <input type="checkbox"/> Domestic Violence Assistance _____ <input type="checkbox"/> Substance Abuse Assistance		
CDBG-CV Type	<input type="checkbox"/> Prevention of the Coronavirus <input type="checkbox"/> Preparation for the Coronavirus <input type="checkbox"/> Response to the Coronavirus		
Operating Agency			
Program Name			
Program Area	<input type="checkbox"/> City wide <input type="checkbox"/> Specific Kettering neighborhoods:		
Mailing Address			
Address Services are Delivered			
Executive Director /Board Chair		Phone	Email
Project Director		Phone	Email
Financial Contact		Phone	Email
Person who completed the Application		Phone	Email
Amount of CDBG-CV Funds Requested \$	Total Program Budget \$		
Estimated number of people who will be served: _____	<b>OR</b> number of households served		
DUNS Number	Tax ID		



**B. CDBG-CV APPLICATION, limit 4 pages**

1. **HUD National Objective.** Indicate which National Objective this program activity will address; choose one. Refer to National Objective description p. 3 for additional information.

- Low and Moderate Income Clientele (LMC):** an activity which provides benefits to a specific group of persons of which at least 51% qualifies as LMI.

Does this activity benefit a population that HUD presumes to be low to moderate income, including *abused children, elderly persons, battered spouses, homeless persons, illiterate adults, severely disabled adults, persons living with AIDS, and migrant farm workers?*

- No     Yes (please circle appropriate population)

- Low and Moderate Income Area Benefit (LMA):** an activity *which is available to benefit all the residents of an eligible area/census tract*, plus housing authority properties.

***If you choose LMA, please provide a map and outline on the map the area that your program serves.***

2.

A. Describe the clients to be served	A.
B. How many will be served by the proposed program? (unduplicated)	B.
C. How many are <i>KETTERING Residents</i> ?	C.
D. How many are <i>low to moderate income residents</i> ? See income data in the instructions	D.
E. What percentage of total clients are low to moderate income residents of KETTERING? (To calculate = D/B * 100; Must be > 51%)	E.

3. **Units of Service.** Describe the type of unit of service provided by the program.

A. Describe the type of unit of service provided by the program (ie. Meals, masks, referrals, treatment).	A.
B. How many units of service will be provided by the program?	B.
C. What is the cost per unit of service?	C.
D. Explain the relationship between the cost per unit of service and the total program budget.	D.
E. What percentage of the total budget is CDBG?	E.

4. **Employees.** Program specific, not for the entire organization.

A. Is this a new (pilot) program?	A.
B. How many employees are currently employed in this program?	B.
C. How many employees will be employed in this program if it receives CDBG-CV funding?	C.



D. How many employees will be employed in this program if it does not receive CDB-CV funding?	D.
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**5. Documentation**

A. How will the beneficiaries' information be collected and documented?	A.
B. What documentation will be used to prove the funds are going to the prevention, preparation or response to the Coronavirus?	B.
C. How will the units of service be tracked and documented?	C.
D. How will the outcomes be measured, collected, and documented?	D.



## C. CDBG-CV APPLICATION NARRATIVE

In a separate document please answer the following questions; you have *a maximum of 5* single-sided pages. Be as direct and specific as necessary. Please include question headings, but in order to save space please *do not* restate the question in your response.

### 1. Program Description

Describe the program being proposed. Make sure to explain the “who, what, when, and where”. Is this a new program or an expansion of an existing program?

### 2. Need for the Program and CDBG-CV Funds as it relates to the Coronavirus

Describe the need in our community, how this need is related to the Coronavirus, and why CDBG-CV funds are essential to address this need.

### 3. Project Management

Define who will manage the project and how they will manage it. Describe the applicant’s experience in delivering and managing this or similar programs. Please summarize current licensing and accreditations obtained.

### 4. Readiness to proceed

Describe the steps that have been completed or must be completed to initiate the project. These may include community support, staffing, securing an appropriate location, marketing, and networking.

Describe the program’s timeline with dates and times, including the earliest possible start dates, end dates, and milestones as applicable.

### 5. Budget for the Project

Provide a narrative explaining the budget and expenses for the program. *Describe exactly what and who the CDBG-CV will pay for in this program.*

Please ensure that budget amounts listed in the narrative match the cover page, summary and budget worksheet.

### 6. Partnerships, Collaboration, and Outreach

Describe how you are collaborating with KETTERING and other non-profit organizations to form a cohesive approach to the coronavirus. What steps will you take to make sure there is not a duplication of services? How will you reach out to families and businesses in need?



**D. BUDGET: REVENUES AND EXPENDITURES**, limit 1 page.

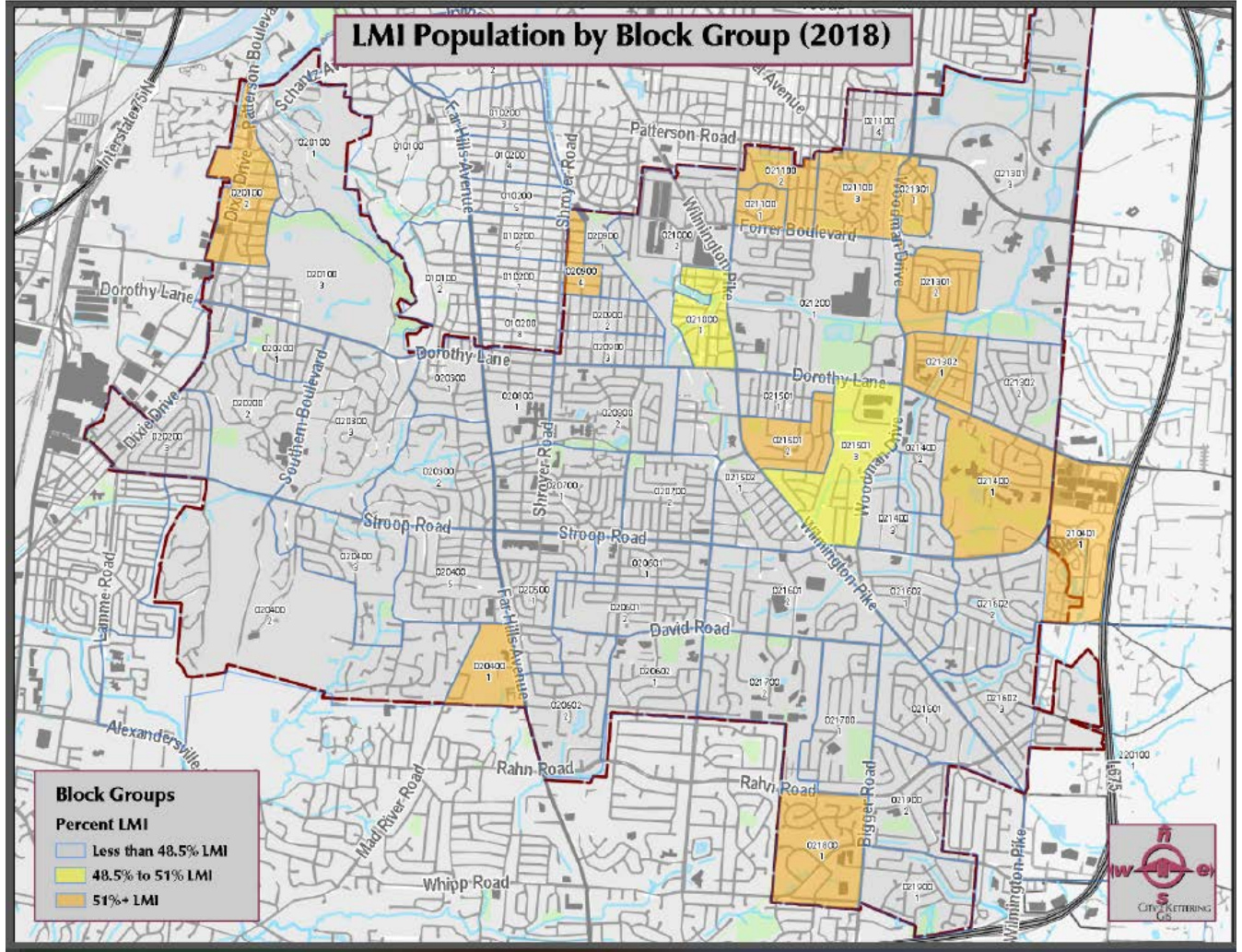
Complete provided Excel budget form including leveraged funding sources.

Cost Component	CDBG Funding	Other Resources		Total Budget
		Cash	In-Kind	
Personnel Services				
Salary				
Fringe				
<b>TOTAL PERSONNEL</b>				
Professional Services				
Phone/Internet				
Rent				
Utilities				
Insurance				
Maintenance				
Travel/Mileage				
Fingerprinting				
License/Fees				
Education/Training				
Materials& Supplies				
Program/Office Supplies				
Printing				
Postage				
Client Assistance				
Other :				
<b>TOTAL OPERATIONS:</b>				
<b>TOTAL PROJECT BUDGET :</b>				



ATTACHMENT 1

CITY OF KETTERING LOW-MODERATE INCOME AREAS





**ATTACHMENT 2**  
**EXHIBIT A**

**CDBG PROGRAM REQUIREMENTS**

1. **PERFORMANCE AND REPORTING:**

- A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Kettering Community Development Manager, 3600 Shroyer Road, Kettering, OH 45429. Notice by both Subrecipient and City shall be given by ordinary mail.
- B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.
- C. No later than fifteen (15) days following the expiration (or termination) of this Agreement, Subrecipient shall provide the City with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.
- D. The report shall, at minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served.

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

- A. Subrecipient shall promptly furnish the City or HUD with such statements, records, data and information as the City or HUD may reasonably request pertaining to this Agreement.
- B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.
- C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement for a period of five (5) years from the termination of this Agreement.

3. **ADMINISTRATIVE REQUIREMENTS:**



A. Financial Management

1. Accounting Standards

Subrecipient shall comply with 2 CFR Part 215 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 230 for all costs incurred whether charged on a direct or indirect basis. If Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 et seq., "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," apply.

B. Documentation and Record-Keeping

1. Records to be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and
- d. Financial records as required by 24 CFR Part 570.502, and 2 CFR, Part 200 et seq.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR Part 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. Federal Standards

Subrecipient shall procure materials and utilize and dispose of property in accordance with the requirements of 2 CFR 200 et seq.

D. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/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. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY:**

Subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with Chapter 4112 (Civil Rights Commission) of the Ohio Revised Code, and all applicable regulations of the U.S. Department of Housing and Urban Development pertaining to equal opportunity and affirmative action in employment. Further, Subrecipient shall ensure that all contracts for work under this Agreement contain appropriate equal employment

opportunity statements.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135 et seq., and to include the following language in all subcontracts executed under this Agreement:

- A. The work to be performed under this contract 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including

training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section (b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the City in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Ohio.

10. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 USC 4822) and HUD regulations under (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

11. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

- A. No member 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 here from.

- B. No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.
- C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency 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 agreement.
- D. 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 agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

12. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.