

**SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
COLUMBUS NEXT GENERATION CORPORATION
FOR
TRANSITIONAL HOUSING REHABILITATION
*ANY ALTERATIONS OF THIS AGREEMENT WILL RESULT IN REVOCATION OF CITY
ATTORNEY APPROVAL***

This Subrecipient Grant Agreement ("Agreement") is made and entered into by and between the City of Columbus, Department of Finance and Management (hereinafter referred to as the "City"), and Columbus Next Generation Corporation (hereinafter referred to as the "Subrecipient").

WHEREAS, the City has received funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974 and 1977, Public Law 93-383; and

WHEREAS, it is the goal of the Community Development Block Grant Program ("CDBG"), and the City of Columbus, to develop viable urban communities by providing decent housing and a suitable living environment, and to expand economic opportunities, principally for low- and moderate-income persons; and

WHEREAS, the City solicited CDBG-eligible project proposals for the 2023 program year; and

WHEREAS, Columbus Next Generation Corporation submitted a proposal for CDBG funding for 2023 to support a rehabilitation project with Ours Brothers Keepers, LLC ("OBK"); and

WHEREAS, Ours Brothers Keepers, LLC is a local non-profit that offers transitional housing, a drop-in center for male youth, GED tutoring services, mental health counseling, and educational and job-skills training workshops; and

WHEREAS, funding is requested to rehabilitate the building located at 2918 E. 5th Avenue, Columbus, OH 43219 (Parcel Identification Number 010-072749-00) and owned by Ours Brothers Keepers, (the "Project") to include two studio apartments and two one-bedroom apartments for transitional housing and office space for supportive services; and

WHEREAS, the Subrecipient has a Memorandum of Understanding with Ours Brothers Keepers that outlines their partnership in the project including the obligation of Ours Brothers Keepers to execute and file a Restrictive Covenant ; and

WHEREAS, the Subrecipient will serve as the project manager and fiscal administrator for the project; and

WHEREAS, the City seeks to enter into an Agreement with the Subrecipient, an organization with the purpose of securing underutilized property in neighborhoods in need and creating opportunities for community improvement through housing, services, and commercial development; and

WHEREAS, the City has selected the Subrecipient to become a grant subrecipient under CDBG grant fund #2248; and

WHEREAS, this Agreement provides funding to support the rehabilitation of the building located at 2918 E. 5th Avenue for the purposes of providing transitional housing and space for supportive services; and

WHEREAS, pursuant to Ordinance Number 3360-2022, the City is authorized to enter into a Subrecipient Grant Agreement with Columbus Next Generation Corporation for this purpose;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree to the following:

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

I. CONTENTS

- A. The contents of this Agreement include the signed contractual Agreement and all Exhibits listed herein:
- a. Exhibit A: Scope of Services
 - b. Exhibit B: Subrecipient Cost Principle Guidelines for HUD Grants
 - c. Exhibit C: Memorandum of Understanding between Columbus Next Generation Corporation and Ours Brothers Keepers
 - d. Exhibit C1: Restrictive Covenant
 - e. Exhibit D: Monthly Financial Report
 - f. Exhibit E: City of Columbus Section 3 Clause
 - g. Exhibit F: City of Columbus Contractor U.S. Department of Housing and Urban Development Community Development Block Grant Obligations
 - h. Exhibit G: U.S. Department of Housing and Urban Development Office of Labor Relations Federal Labor Standards Provisions
 - i. Exhibit H: HUD Income Limits
 - j. Exhibit I: Franklin County Auditor Property Report

II. FEDERAL GRANT AWARD

- A. Federal Program:
- a. Community Development Block Grant (CDBG)
 - i. Catalog of Federal Domestic Assistance (CFDA): 14.218
 - ii. Federal Award Identification Number (FAIN): **TBD**
 - iii. Federal Award Date: February 27, 2023
 - iv. Federal Awarding Agency: U.S. Department of Housing and Urban Development
 - v. Pass-Through Entity: City of Columbus
 - vi. Awarding Official Contact info: Mayor Andrew J. Ginther 614-645-8200
- B. Subrecipient:
- a. Subrecipient legal name: Columbus Next Generation Corporation, LLC
 - b. Federal Employer Identification Number (FEIN): TBD
 - c. Unique Entity Identifier (UEI): CVD2WQDLDX5
- C. Reimbursement Grant:
- The City shall pay to the Subrecipient a sum not to exceed the total of \$420,000.00 (Four Hundred and Twenty Thousand 00/100 Dollars) as detailed on the Budget included as part of the Scope of Services in **Exhibit A**, and incorporated herein as if fully rewritten, for full and complete compensation, contingent upon satisfactory completion of any and all services rendered or performed pursuant to this Agreement. Payment is to be made upon receipt of an invoice and receipt of performance reports as further described in attached **Exhibit D**.
- a. OBK shall execute the attached Restrictive Covenant ("**Exhibit C1**") for the benefit of the City, which shall be recorded immediately upon execution of this Agreement.
 - b. No funds shall be distributed by the City to the Subrecipient until such time as the City is provided a fully executed copy of the MOU between OBK and Subrecipient (**Exhibit C**) and a filed copy of the Restrictive Covenant (**Exhibit C1**).
- D. The City is not obligated to contribute more than \$420,000.00 (Four Hundred and Twenty Thousand 00/100 Dollars) to the Project nor is the Subrecipient authorized to seek reimbursement from the City for any Project expenses in excess of \$420,000.00. If there should be Project expenses in excess of this amount that the Subrecipient would like the City to pay for, approval must be obtained from the appropriate City officials prior to the Subrecipient incurring the additional expenses. Necessary City approvals shall include approval by City

Council by way of an ordinance to modify this Agreement allowing additional funds to be contributed, and execution by the City of a written modification for that purpose. Should the Subrecipient incur any additional expenses prior to obtaining these approvals, the City is not obligated to pay said costs.

- E. This Agreement does not provide, or pay for, Research and Development (R&D) activities.
 - a. R&D means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

III. STATEMENT OF WORK

- A. Funds will be used to rehabilitate the building at 2918 E. 5th Avenue in order to construct two studio apartments and two one-bedroom apartments on the second floor, as well as office on the first floor (the "Project").
- B. Time of Agreement, Budget Period, and Period of Performance:
 - a. Services of the Subrecipient shall start on January 1, 2023 and end on July 31, 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.
- C. National Objective:
 - a. The Project, 2918 E. 5th Avenue Rehabilitation, will result in a Transitional Housing Development and Neighborhood Facility for Supportive Services, and qualifies as a Low-to-Moderate Income Limited Clientele National Objective due to the populations served.

IV. BUDGET SUMMARY

<i>Administration</i>	<i>\$25,000.00</i>
<i>Architectural & Engineering Services</i>	<i>\$35,000.00</i>
<i>Rehabilitation of Building</i>	<i>\$360,000.00</i>
<i>Total Amount of Federal Funds Obligated by this Agreement from the City of Columbus to the Subrecipient</i>	<i>\$420,000.00</i>

The Subrecipient shall not spend over the amount allocated for each budgeted line item. The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. The City and the Subrecipient must approve any amendments to this budget in writing.

V. COMPENSATION

- A. The maximum obligation of the City shall not exceed the total of \$420,000.00 (Four Hundred and Twenty Thousand Dollars) as detailed in the Budget, unless the parties modify this Agreement in writing and funds are appropriated by City Council, and certified

available by the Auditor. In no event are payments to be financed by funds other than the funds granted by the Federal Government for the CDBG program.

- B. The City shall not be obligated to compensate or reimburse the Subrecipient for any expenses incurred for services rendered or performed outside of this Agreement's Scope of Services.

VI. REPORTING AND MONITORING

- A. The Subrecipient agrees to submit to the City a monthly financial report pursuant to terms of this Agreement and included as **Exhibit D**. The financial report form will be provided by the City and will be used in a dual capacity as an invoice and as an indication of the Subrecipient's contract balance.
- B. The Subrecipient agrees to submit to the City the Activity and Performance Reports, as requested, to evaluate the progress achieved by the Subrecipient in meeting its stated objectives.
- C. The Subrecipient further agrees to ensure the cooperation of its staff, responsible officials, employees, and other representatives in the efforts of the City to monitor and evaluate the Subrecipient's activities in the following manner:
 - a. Regular on-site visits by the City and HUD to the Subrecipient to monitor the progress of the activities agreed upon under the terms of this Agreement, to review compliance with the terms of this Agreement, and to offer assistance in the conduct of the Project.
 - b. The Subrecipient shall provide the City with all reports required by all applicable federal, state, and local laws, regulations, codes, and ordinances as amended, in a timely and proper manner as determined by the City.

VII. SUSPENSION OF FUNDS/TERMINATION

- A. Suspension of Funds/Termination of Agreement for Cause: If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to suspend payments and/or terminate this Agreement by giving written notice to the Subrecipient and specifying the effective date of such action. In such event, all finished or unfinished work by the Subrecipient under this Agreement shall, at the option of City, become the City's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Subrecipient, and the City may withhold payments to the Subrecipient for the purpose of compensation until such time as the exact amount of damages due to the City from Subrecipient is determined.

- B. Termination for Convenience of City: The City reserves the right to terminate this Agreement at any time at its convenience by providing thirty (30) days written notice to the Subrecipient of the date of termination. The Subrecipient is entitled to compensation under the terms of this Agreement for services rendered up to the date of termination.
- C. Termination Closeout Reports: Subrecipient agrees to submit to the City an Agreement closeout report, final invoice, and/or settlement payments not later than ninety (90) days following the termination of this Agreement, notwithstanding cause.

VIII. SEVERABILITY

- A. The provisions of this Agreement are severable and in the event that one or more of the provisions

are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

IX. GENERAL CONDITIONS

A. General Compliance:

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR), Part 570 (The Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Compliance with Laws:

The Subrecipient agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Subrecipient accepts full responsibility for payment of all taxes; including, without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Subrecipient in the performance of the work authorized by this Agreement. The City shall not be liable for any taxes under this Agreement. When required by the City, the Subrecipient shall furnish one (1) copy of its Workers' Compensation Insurance Certificate.

C. Independent Contractor Status:

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services performed under this Agreement. The City shall be exempt from payment of any Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance because the Subrecipient is an independent contractor.

D. Amendments to the Agreement:

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, 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. The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

X. ADMINISTRATIVE REQUIREMENTS

A. General:

The Subrecipient agrees to comply, at a minimum, with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR 200 including 2 CFR 200.329 and 2 CFR 200.332. Additional requirements may be included as described herein.

- a. Supersession: As described in § 200.110 Effective/applicability date, 2 CFR Part 200 supersedes the following OMB guidance documents and regulations under Title 2 of the Code of Federal Regulations: ...A-110, "Uniform Administrative Requirements for Awards and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations" (codified at 2 CFR 215); A-122, "Cost Principles for Non-Profit

Organizations" (2 CFR part 230); and A-133, "Audits of States, Local Governments and Non-Profit Organizations,..."

B. Post-Award Requirements:

The Subrecipient agrees to comply, at a minimum, with 2 CFR Part 200, Subpart D for all post award requirements, which include but are not limited to: Financial management, Internal controls, Payment, Program income, Real property, Procurement, Bonding Requirements, Financial Reporting, Monitoring and reporting program performance, Record retention and access, and Closeout.

a. Payment:

Compensation as provided in this Agreement shall be paid by the City to the Subrecipient pursuant and subject to the following requirements and conditions:

- i. Reimbursement of Expenditures: Subject to the receipt of funds, the City agrees to reimburse the Subrecipient for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained in accordance with 2 CFR 200 and all other requirements under this Agreement.
- ii. Payment Procedures: The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for actual costs incurred and paid for by the Subrecipient. Payments will be adjusted, as applicable, by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.
- iii. Invoicing: The Subrecipient shall submit monthly financial reports to the Department of Finance and Management, Grants Management Section. Each monthly financial report shall serve as the monthly invoice and should display the current approved budget by cost category, the monthly cost for each category, the year to date total cost for each category, and the remaining balances of the budget. The Subrecipient shall provide sufficient supporting documentation for all expenditures included in each invoice, i.e., Payroll Distribution Reports, paid invoices or purchase orders for goods and services, summary of administrative costs, etc.

b. Program Income:

The Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirement set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may only use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the City at the end of the Agreement period.

c. Interest:

Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City. Cash advances include, but are not limited to, interest earned on Revolving Loan funds, as defined at §570.500(b).

d. Procurement:

i. General Procurement Standards:

The Subrecipient must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR §200.318-200.326.

1. Conflicts of Interest: By signing this Agreement, the Subrecipient certifies compliance with the following requirements:

a. Employee conflict of interest: The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

b. Organizational conflict of interest: If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

ii. Competition:

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200 (§200.318-200.320).

iii. Methods of Procurement:

- i. Procurement by micro-purchases
- ii. Procurement by small purchase procedures
- iii. Procurement by sealed bids (formal advertising)
- iv. Procurement by competitive proposals
- v. Procurement by noncompetitive proposals

iv. Compliance:

All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

v. Security:

Subrecipient accepts responsibility of all items secured with federal funds remaining in its possession. Subrecipient will establish a security plan for all sensitive items. In the event of loss due to theft, Subrecipient will notify the local police immediately.

vi. Records to Be Maintained:

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use, or disposition of real property acquired with CDBG assistance;
- v. Records necessary to document compliance with Subpart K of 24 CFR 570.

vii. Property Records:

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Part 570.505, as applicable.

viii. Retention:

The Subrecipient shall retain all records pertinent to expenditures incurred and Project performance under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

ix. Closeout:

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused material, equipment, program income balances, and accounts receivable to the City), and determining the custodianship of records.

e. Cost Principles:

The Subrecipient agrees to comply, at a minimum, with 2 CFR Part 200, Subpart E Cost Principles as well as the City's Cost Principles Guidelines (Exhibit B) for administering its program. These principles shall apply for all costs incurred.

- i. Non-Major Corporation Certification: By signing this Agreement, the Subrecipient hereby certifies that it does not meet the definition of a major corporation as defined in 2 CFR Part 200.414 Indirect (F&A) costs, paragraph (a); (defined by OMB as those with more than \$10 million in direct Federal funding).

- ii. Indirect Costs: If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate costs and shall submit such plan to the City for approval, in a form specified by the City.
- iii. Compensation – personal services (§200.430): Costs include all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. These costs are allowable to the extent that they satisfy the specific requirements of 2 CFR 200, Subpart E Cost Principles.
 - i. Documentation of Personnel Expenses: Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. In addition to the requirements at §200.430(i), the Subrecipient agrees to maintain personal activity reports (timesheets). Such reports will reflect total hours worked, identify the federal grant hours worked, and be signed by both the employee and the direct supervisor.

f. Audit Requirements:

The Subrecipient agrees to comply, at a minimum, with 2 CFR Part 200, Subpart F Audit Requirements. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees, or the Federal Government, at any time during normal business hours, as often as the City or its designees deem necessary to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

g. City and Other Taxes:

Subrecipient hereby further agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 361, the Columbus City Codes, 1959, for wages, salaries, and commissions paid to its employees, and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due under said Chapter for services performed under this Agreement (City of Columbus, Ordinance No. 1516-61).

XI. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with:

- i. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b).
- ii. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act (HCD Act).
- iii. The requirements in section 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

- iv. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences, as presented in **Exhibit D** of this Agreement.
- v. The Subrecipient acknowledges and accepts full financial liability for any violation of these requirements as a result of the actions of Subrecipient or agents of the Subrecipient which result in the displacement of a tenant(s), as defined in HUD Handbook 1378.

XII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights:

a. Compliance:

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

b. Nondiscrimination:

- i. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, sexual orientation, gender identity or expression, military status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that the Subrecipient is an Equal Opportunity Employer.
- iii. The Subrecipient shall permit access to any relevant and pertinent reports or documents by the City for the sole purpose of verifying compliance with the City's Equal Opportunity Clause found in Chapter 3906 of the Columbus City Codes.
- iv. The Subrecipient will not obstruct or hinder the City in the fulfillment of the responsibilities imposed by Title 39 of the Columbus City Codes (Diversity and Inclusion Code). Failure or refusal of Subrecipient or subcontractor to comply with the provisions of Title 39, Columbus City Codes, may result in cancellation of this Agreement.
- v. The Subrecipient and any subcontractor will include a summary of the Equal Opportunity clause in every subcontract. The Subrecipient will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity clause.
- vi. The Subrecipient agrees to refrain from subcontracting any part of this Agreement or Agreement modification thereof to a Subrecipient not holding a

valid certification number as provided for in Title 39, of the Columbus City Codes.

c. Section 504:

- i. Subrecipient will ensure compliance with Section 504 of the Rehabilitation Act of 1973 which provides that "no otherwise qualified handicapped individual shall, solely by reason of his 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." A handicapped individual is any person whom (a) has a physical or mental impairment, which substantially limits one or more of his or her major life activities; (b) has a record of such impairment; or, (c) is regarded as having such impairment.
- ii. Subrecipients receiving \$25,000 or more must also take initial and continuing steps to notify current and potential participants, beneficiaries, applicants and employees that they do not discriminate on the basis of handicapped status. This notification should state, in accordance with 31 CFR 51.55 (e)(1), that the recipient does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities. Notice of Nondiscrimination should be included in publications and recruitment materials and visible at program sites. Notice must be available in forms accessible to the hearing and visually impaired.
- iii. Subrecipient agrees to abide by the provision of the Americans with Disabilities Act of 1990 which states that, "No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

d. Wage Theft and Enforcement Commission:

Subrecipient agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Codes Chapter 377, Wage Theft Prevention and Enforcement, which chapter is incorporated herein by reference.

XIII. EMPLOYMENT RESTRICTIONS

A. Prohibited Activity:

The Subrecipient is prohibited from using funds provided herein for personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

B. Labor Standards:

- a. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a 5; 40 USC 327 and 40 USC 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
- b. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under

contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

C. Section 3 Clause:

Compliance: The Subrecipient agrees to comply with the provisions of "Section 3 of the Housing and Urban Development Act of 1968" and as amended, as presented in Exhibit E of this Agreement.

D. Reasonable Accommodations:

The Fair Housing Act requires owners of housing facilities to provide reasonable accommodations to persons with disabilities. Under the Fair Housing Act, reasonable accommodations are changes, exceptions or adjustments to a program, service or procedure that will allow a person with a disability to have equal enjoyment of the housing program. There must be an identifiable relationship between the requested accommodation and the person's disability. Reasonable accommodations need not be provided if they would constitute an undue financial and administrative burden, or if they would be a fundamental alteration of the provider's program.

XIV. CONDUCT

A. Assignability:

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. Subcontract:

- a. Approvals: Subrecipient agrees that no portion of work or services covered by this Agreement will be subcontracted to a third party without the prior written approval of the subcontract by the City. Inclusion of a sub-contractual line item in the Budget, **Exhibit C**, does not constitute approval of the subcontract. The Subrecipient warrants that it has not entered into nor shall it enter into other contracts, without written approval of the City, to perform substantially identical work for the City such that the work product contemplated under this Agreement duplicates the work done or to be done under the other contract.
- b. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

C. Hatch Act:

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

D. Conflict of Interest:

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the City, or of any designated public agency or Subrecipients that are receiving funds under the CDBG program.

E. Lobbying:

By signing this Agreement, the Subrecipient hereby certifies:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 conjunction with the awarding of any Federal contract, the market of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (4) below, of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. Lobbying Certification:
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. Copyright:

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

G. Religious Organization:

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XV. FINAL AUTHORITY

All powers not explicitly vested in the Subrecipient by the terms of this Agreement remain with the City.

XVI. SPECIAL PROVISIONS

- A. Board Minutes: Subrecipient must present to the City upon request, and maintain in its files, copies of Board minutes indicating that the Subrecipient's Board has reviewed and approved the current Agreement and any subsequent modifications. City may send representatives to any meeting of the Board. As an organization incorporated under the laws of the State of Ohio, Subrecipient's Board has ultimate fiscal, policy and administrative responsibility for Subrecipient programs and staff actions. In all cases the City will look to the Subrecipient's Board as the ultimate authority and responsible party.
- B. One-Time Funding: Subrecipient is hereby informed that funding by the City is for a one-time period and in no way creates an obligation to continue or increase funding.
- C. Agency Evaluations: Subrecipient agrees to make available to the City or its representatives all evaluations or summaries of evaluations performed by other funding sources, the Subrecipient, or agency consultants.
- D. Administrative Practices: The Subrecipient shall have available upon request a written copy of its practices governing administrative practices, including policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits (health and hospitalization and the like), vacation and sick leave privileges, and travel.
- E. Indemnity: Subrecipient agrees to indemnify, hold harmless and defend the City of Columbus, and all of the officers, agents and employees of said City, from and against all liability, judgment or claims for: bodily injuries to or death of, any and all persons (including Subrecipient's employees); damage to property caused by, or purportedly caused by the Subrecipient, its agents or employees' use of, occupancy, or operations upon the demise of assigned premises or anywhere in connection with the operations permitted under this Agreement; or any damages resulting from activities permitted under this Agreement. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which may in any way, directly or indirectly, contingently or otherwise, affect either, and both have the right to participate in the defense of same to the extent of its own interest. Approval of policies by the City shall in no way affect or change the terms and conditions of this Indemnity clause.
- F. Public Relations: Any information given to the public by the Subrecipient (whether by news release, interview, brochure or other means) on a program activity funded in part or fully by the City must identify the City as a sponsor of the program. All buildings, offices, facilities, stationary and any means used by the Subrecipient to fulfill its obligations under this Agreement shall identify the City as a sponsor of the activity or services under said Agreement in a manner to be designated by the City, where such is not in conflict with any legal restriction or impediments upon Subrecipient in connection herewith.
- G. Drug-Free Workplace Policy: Subrecipient shall have in place a drug-free workplace policy.

XVII. COMMUNICATION

Communications and details concerning this Contract should be directed to the following individuals:

City of Columbus:
Department of Finance and Management
Director, Kathy A. Owens
90 W. Broad Street
Columbus, OH 43215

Columbus Next Generation Corporation:
Executive Director, Boyce Safford
1393 E. Broad Street Third Floor
Columbus, OH 43205

XVIII. ADDITIONAL FEDERAL REGULATIONS

- A. **Housing Quality Standards:** Housing that is assisted with CDBG funds, at a minimum, must meet the housing quality standards of 24 CFR 882.109. In addition, housing that is newly constructed or substantially rehabilitated with CDBG funds must meet all applicable Columbus City Codes and rehabilitation standards, zoning and other ordinances. Newly constructed housing must meet the current edition of the "Model Energy Code" published by the Council of American Building Officials. Substantially rehabilitated housing must meet the cost-effective energy conservation and effectiveness standards of 24 CFR Part 39.
- B. **Environmental Review:** Pursuant to 24 CFR Part 58, the City is responsible for completing an environmental review for each activity resulting from this Agreement. Reviews shall be made in accordance with the National Environmental Policy Act of 1969 and the Laws and Authorities cited in 24 CFR Part 58.5 and 6. The Subrecipient shall cooperate fully with the City to expedite this Environmental Review. This review process must be complete prior to the commitment of any funds (private or government) to the project.
- C. **Lead-Based Paint:** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Lead-Based Paint Regulations (24 CFR, Part 35). The use of lead-based paint is prohibited whenever CDBG 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 CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.
- D. **Pollution:** The Subrecipient must comply with all applicable requirements pursuant to the Federal Water Pollution Control Act (the Clean Water Act) as amended (33 U.S.C. 1251-1387).
- E. **Energy Efficiency:** The Subrecipient agrees to comply with applicable requirements contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
- F. **Debarment and Suspension:** This Agreement and any subaward must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180. The Subrecipient must document compliance with this provision for all contracts over \$25,000.

WITNESS WHEREOF, the duly authorized representatives of the parties have herein set their hands in accordance to this Agreement.

SUBRECIPIENT:

Columbus Next Generation Corporation

CITY:

City of Columbus

**Department of Finance and
Management**

By Boyce Safford III
Boyce Safford

Executive Director

By Kathy A. Owens

Kathy A. Owens

Director

Date 8/18/23

Date 8/29/23

Exhibit A: Scope of Services

I. Description of Services

A. Background:

Columbus Next Generation Corporation will partner with Ours Brothers Keepers through a Memorandum of Understanding to undertake the rehabilitation of the building at 2918 E. 5th Avenue for the purposes of transforming the second floor of the building into transitional housing for youth aging out of the foster care system and individuals who are homeless or at-risk of homelessness. The first floor of the building will contain office spaces for Ours Brothers Keepers to offer GED tutoring services, mental health counseling, job training workshops, and other supportive services.

B. Objective:

The objective of the project is to rehabilitate an underutilized building to create affordable, transitional housing opportunities in a neighborhood in need.

C. Statement of Work:

- a. Funds will be used to rehabilitate the building at 2918 E. 5th Avenue to construct two studio apartments and two one-bedroom apartments on the second floor, as well as office space on the first floor.
- b. The Subrecipient will lead and support Ours Brothers Keepers as the Project Manager and Fiscal Agent for the project. This work will include, but is not limited to:
 - i. Management of contracts for architect, engineer, and construction services.
 - ii. Compliance with Agreement with the City.
 - iii. Invoicing and Reporting to the City.
 - iv. Cooperation with the City and compliance with all reasonable requests and instructions from the City, particularly dealing with the time, timing, and manner of doing the work.
 1. The Subrecipient shall complete said Project in accordance with approved plans. The City retains the right to review, comment, and approve drawings and plans prior to construction. All plans and specifications shall conform to those sections of the most recent edition of the "City of Columbus, Ohio Construction and Material Specifications" manual that are applicable to said Project. The Developer shall be responsible for complying with all Federal, State and Local laws. No work shall begin nor any cost incurred for any phase of work until all plans are approved, permits obtained and the City reviews the cost of that work and gives its approval.
- c. Performance and Payment Bond:

The Subrecipient agrees to require the contractor or subcontractor(s) who perform the Project to execute a contract performance and payment bond and shall name the Subrecipient and the City as co-obligees and shall cover all of the Project, including a guarantee period of one (1) year.
- d. Project Guaranty:

The Subrecipient warrants that it will exercise in its management of the work the standard of care normally exercised by qualified engineering, architectural, and construction organizations engaged in performing comparable services. The Subrecipient further warrants that the Work shall be free from defects in materials and workmanship (without

regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work. The Subrecipient shall at its own expense or through its contract with the Subcontractor:

1. Correct or re-execute any of the Work that fails to conform with the requirements of the Contract Documents and appears during the prosecution of the Work.
2. Correct any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after final written acceptance of the Work or within such longer period of time as may be set forth in the Contract Documents, and replace, repair, or restore any parts of the Work or any of the fixtures, equipment, or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto. Should the Subrecipient fail to make corrections required, then the City may do so at the reasonable and customary expense and for the account of the Subrecipient.

e. Acceptance of the Work:

Acceptance of the Project by the City shall not relieve the Subrecipient of its responsibility for defects in material or workmanship.

1. **Liability:** The Subrecipient shall protect, indemnify, and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of the Subrecipient, its officers, employees, agents, or Subcontractors. The Subrecipient shall require all contractors and subcontractors agreements to include indemnification language as found above. This indemnity does not cover (a) any injuries or damages occurring after the completion of construction of the Project by the Subrecipient, or (b) any injuries or damages arising out of the actions or inactions of the City or its agents and employees.
2. **Insurance Requirements:** The Subrecipient shall take out or cause to be taken out and maintain during the life of the Construction Contract, such Liability (Bodily Injury and Property Damage) Insurance as shall protect them and any Subcontractor performing work covered by the Construction Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Construction Contract, whether such operations are performed by the Subrecipient, or by a contractor or subcontractor or by anyone directly or indirectly employed by them. SUCH INSURANCE POLICY SHALL INCLUDE THE CITY AS AN ADDITIONAL INSURED. The insurance shall maintain coverage of the types and in the amounts as specified below.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY
EACH PERSON..... \$500,000.00
EACH ACCIDENT..... \$1,000,000.00

PROPERTY DAMAGE LIABILITY
EACH ACCIDENT \$500,000.00
ALL ACCIDENTS\$1,000,000.00

Such insurance shall remain in full force and effect during the life of the Agreement.

f. Traffic Control Requirements: The Subrecipient shall be responsible for ensuring the provision of all traffic control devices, flaggers, and police officers required to properly and safely maintain traffic.

g. Federal Prevailing Wage Documentation:

The City of Columbus, Department of Finance and Management will be responsible for the following as the work relates to the Federal Prevailing Wage documentation:

- i. Pre-Construction coordination with selected project contractor(s). This will include participation in pre-construction meeting(s).
- ii. On-site interviews with contracted workers during project implementation.
- iii. On-site inspections of worksite to monitor the posting of proper materials.
- iv. Review of payroll documentation for compliance with Federal Prevailing Wages.
- v. Any and all other correspondence with project contractors so the project is compliant with Federal Davis Bacon Prevailing Wage Laws.

Columbus Next Generation Corporation agrees to not release final payment(s) to the project's contractor(s) until all Federal Davis Bacon Prevailing Wage documentation has been reviewed and approved in writing by the City.

h. Memorandum of Understanding between the Subrecipient and Ours Brothers Keepers shall include provisions addressing the following, but not limited to:

- i. Ours Brothers Keepers' agreement not to sell the property for six years following full receipt of CDBG funding in 2023 as assured by a recorded Restrictive Covenant for the benefit of the City.
 - ii. The building at 2918 E. 5th Avenue will be rehabilitated for the purposes of constructing two studio apartments and two one-bedroom apartments on the second floor for transitional housing for youth aging out of the foster care system and individuals experiencing homelessness or at-risk of experiencing homelessness.
 - iii. Housing units at the Property shall be provided to Limited Clientele according to 24 CFR § 570.208.
- a. All other space within the Property to be rehabilitated through the Project which is not housing will support one of the following initiatives for a minimum of five (5) year's following the completion of the Project:
- Provide supportive services for Ours Brothers Keepers programs participants, whom are majority low-to-moderate income individuals living in the neighborhood.
 - iv. Provide supportive services for residents living at the Property or other property owned and or operated by Ours Brothers Keepers.

- v. Ours Brothers Keepers agree to maintain controlled rents for six years following full receipt of CDBG funding in 2023 as follows:
 - Units will serve predominantly 51% low-to-moderate income persons or persons qualified as 'limited clientele' under CDBG guidelines at [insert CFR]
 - Rent for apartment units will not exceed \$650 per month, plus deposit and utilities.
- vi. Income from the building will be used to support on-going maintenance costs of the building.
- vii. Rent yearly increases after the seven-year period will never exceed \$75, or 12 percent.

D. Reporting Requirements:

The Subrecipient agrees to submit an annual report to the City, for the term of the Agreement and an additional five (5) years following the end of the term of the Agreement, documenting outcomes of the Project, Data to be reported on includes:

1. Number of individuals served through housing units;
2. Demographics of individuals served through housing units (race/ethnicity and HUD income level);
3. Number of individuals served through the provision of supportive services in office spaces.

II. Budget

The Subrecipient will not spend over the amount allocated for each budgeted line item. The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. The City and the Subrecipient must approve any amendments to this budget in writing. The following budget is agreed upon by both parties for a maximum obligation not to exceed \$420,000.00.

Budget Category	Budget Amount
Administration	\$25,000.00
Architectural & Engineering Services	\$35,000.00
Construction Costs	\$360,000.00
Total Budget	\$420,000.00

A. Administration costs will only be charged for hours associated with Project implementation. Hours must be tracked.

Exhibit B: Subrecipient Cost Principle Guidelines for HUD Grants

ALLOWABLE COSTS

Accounting - Establishing and maintaining accounting and other information systems specifically required for the management of HUD grant programs.*

Advertising - Media including newspapers, magazines, radio and television, which address the scope of services for which the HUD grant monies were provided.

Auditing - Audits necessary for the administration and management functions related to HUD grant programs.*

Consultant Services - Consultants to perform specific duties as described in the HUD grant scope of services. The use of consultants must be pre-approved by the City.

Educational Programs and Exhibits - Programs and exhibits directly related to the HUD grant activity.

Employee Fringe Benefits - Benefits including insurance, sick leave, vacation, pensions and workers' compensation provided such benefits are charged proportionately to the employee's percentage of HUD grant related work as reflected in their wages.*

Field Trips - Field trips within Franklin and contiguous counties that are educational in nature or relate directly to program goals

Insurance Costs - Insurance payments on property or persons directly and solely involved in the implementation of the HUD grant activity.*

Legal Expenses - Legal expenses necessary for the administration of HUD grant programs. Legal expenses for the prosecution of claims against the Federal Government and the City are unallowable.

Management Studies - Studies which enable the accomplishment of the HUD grant scope of services. Management studies must be pre-approved by the City.

Materials and Office Supplies - Materials and office supplies necessary to carry out the HUD grant program. Computer software is allowable.*

Meetings and Conferences - Costs are allowable only when the primary purpose of the meeting is dissemination of technical information directly related to HUD grant activities and attendance is consistent with regular practices followed for other activities of the Subrecipient.

Parking Charges - Parking charges are allowable only for employees performing HUD grant related activities away from their primary workplace. Monthly parking costs are unallowable.

Payroll Preparation - Preparation of payrolls and maintaining necessary related wage records.*

Personal Service Contracts - Personal service contracts that enable the accomplishment of the HUD grant scope of services, and reasonably reflect, in cost, the level of service provided.

Postage - Postage for mailings directly related to the implementation of HUD grant activities.

Printing and Document Reproduction - Printing and reproduction of documents directly related to the implementation of the federally funded activities.

Professional Services - Professional services that enable the accomplishment of the HUD grant scope of services, and reasonably reflect, in cost, the level of service provided.

Rent - Rent may be paid on facilities based upon the percentage of HUD grant related work performed at that location. Additional rent may be paid with prior approval by the City if other activities performed at the facility are eligible under federal guidelines.*

Salaries - Compensation must not exceed the amount paid for similar work in City government. In cases where a similar rate is not available, a comparable private sector rate may be acceptable. In no case should the annual rate of salary increase on multi-year projects exceed the Consumer Price Index rate of inflation by more than two points.*

Subscriptions - Books and subscriptions to civic, business, professional and technical periodicals when related to the HUD grant program.

Training and Education - In-service training customarily provided for employee development which directly benefits the HUD grant program. Out of service training of more than one day is allowable only upon prior approval by the City.

Transportation - Transportation necessary for the successful implementation of the HUD grant program such as the short-term rental of vans or buses. The purchase and lease of vehicles is not an allowable expense.

Travel - Travel costs for expenses of transportation, lodging, meals and related costs incurred by employees who are on official business incident to a HUD grant program. Per diem expenses should not exceed those utilized by City employees. Contact the City for current per diem rates. The City may disallow lodging and transportation costs deemed excessive by comparison with standard rates.

Utilities - Utilities paid on facilities based upon the percentage of HUD grant related work performed at that location. Additional utilities may be paid with prior approval by the City if other activities performed at the facility are eligible under federal guidelines.*

***These costs may be considered indirect costs. Please see Unallowable Costs- Indirect Costs for further information.**

UNALLOWABLE COSTS

Bad Debts - Any costs arising from uncorrectable accounts and other claims, and related costs are unallowable.

Computer Equipment - Purchase of computer equipment is not an allowable cost.

Contingencies - Contributions to a contingency reserve or any similar provision for unforeseen events in unallowable.

Contributions and Donations - Any contributions or donations to other agencies, institutions or organizations are unallowable.

Entertainment - Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation and gratuities are unallowable.

Equipment - Equipment is not an allowable cost. Equipment includes items such as the purchase of computers, fax machine, copier, file cabinets, and telephones. The lease of these items is allowable.

Fines and Penalties - Costs resulting from violations or failure to comply with federal, state or local laws and regulations are unallowable.

Food - Food is an unallowable cost unless it is specifically necessary as an element of the funded activity. Examples of allowable use include snacks and meals for school age day care/after school programs.

These cases must be pre-approved by the implementing department. Unallowable examples include food for parties, trainings, meetings, conferences and as gifts or prizes. Food purchased for general office use such as coffee, soft drinks, and snacks is not allowable. See travel for food exceptions.

Fundraising - Fundraising is not an allowable cost.

Furniture - Furniture is not an allowable cost. Furniture includes office furnishings such as desks, lamps, chairs, etc....

Indirect Costs - Indirect costs above the 10% *de minimis* are unallowable unless the Subrecipient completes an indirect cost allocation plan in conformance with both city and federal guidelines, and it is approved by the City.

Interests and Other Financial Costs - Interest on borrowings, bond discounts, costs of financing or refinancing operations, finance/bank charges, and legal or professional fees paid in connection therewith, are unallowable except when authorized by Federal legislation.

Memberships - Memberships for individuals in any civic, business, technical or professional organization is prohibited. Upon prior approval by the City, agency memberships are allowable if the cost is reasonable relative to the benefit and the activity is specifically related to the HUD grant activity.

***Exceptions to unallowable costs may be made on a very limited basis with prior approval by both the Directors of the implementing Department and Department of Finance. This will be done on a case by case method.

PRIOR WRITTEN APPROVAL

Prior preapproval by the City is required in certain circumstances: please reference a detailed description of the federal requirements by reviewing the regulations at 2 CFR Part 200.407.

“...The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that element, **unless prior approval is specifically required** for allowability as described under certain circumstances in the following sections of this part...”

200.201 - Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts, paragraph (b) (5)

200.306 - Cost sharing or matching

200.307 - Program Income – Program income use if other than “standard”

200.308 - Revision of budget and program plans

200.332 - Fixed amount sub awards

200.413 - Direct costs, paragraph (c)

200.430 - Compensation – Personal services, paragraph (h)

200.431 - Compensation – Fringe benefits

200.438 - Entertainment Costs

200.439 - Equipment and other capital expenditures

200.440 - Exchange rates

200.441 - Fines, penalties, damages and other settlements

200.442 - Fund Raising and Investment Management Costs

200.445 - Goods or services for personal use

200.447 - Insurance and indemnification

200.454 - Memberships, subscriptions, and professional activity costs, paragraph (c)

200.455 - Organization costs

200.456 - Participant support costs

200.458 - Pre-award costs

200.462 - Rearrangement and reconversion costs

200.467 - Selling and marketing costs

200.474 - Travel costs

**Exhibit C: Memorandum of Understanding between Columbus Next Generation Corporation
and Ours Brothers Keepers**

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Agreement"), is entered into between the Columbus Next Generation Corporation, an Ohio non-profit corporation whose main office is located at 1393 East Broad Street 3rd Floor, Columbus, OH 43205 ("NextGen"), and Ours Brothers Keepers, an Ohio non-profit corporation, located at 2910 E. Fifth Avenue, Columbus, Ohio 43219.

WHEREAS, Ours Brothers Keepers is the owner of the real property located at 2918 E. Fifth Avenue, Columbus, OH 43219, Parcel Identification Number 010-072749-00 (the "Property") and desires to redevelop the Property; and

WHEREAS, the Property's rehabilitation (the Project) will include the construction of four (4) one-bedroom and studio residential units and office space; and

WHEREAS, The Project's resulting residential units will be utilized for the purpose of transitional housing for low-to-moderate income persons; and

WHEREAS, NextGen is experienced in providing project management services in new developments and projects located in underprivileged communities in the City of Columbus that serve low income residents;

WHEREAS, the City of Columbus Department of Finance and Management (the "City") has selected NextGen to become a grant subrecipient under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG); and

WHEREAS, the Project is eligible for CDBG funding under the HUD Low-to-Moderate Limited Clientele National Objective; and

WHEREAS, the City, pursuant to the authorization contained in Ordinance 3360-2022, is authorized to enter into a Subrecipient Grant Agreement in the amount of \$420,000("Grant Agreement") with NextGen in support of the Project.

WHEREAS, Ours Brothers Keepers desires to retain NextGen as a project manager and fiscal agent for the Project.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

I. Columbus Next Generation Corporation hereby agrees that during the Term it will:

- a. Serve as the Project Manager for the Project and will manage all aspects of the same as set forth in Section V below;
- b. Advance the amount of up to \$25,000 toward the Project, which shall be reimbursable from the federal funding pursuant to the 2023 budget;
- c. Publicly and competitively bid the Project, in compliance with applicable Federal procurement laws and standards identified in 2 CFR §200.318-200.326, and seek minority participation in the Project;

- d. Award a contract to a general contractor for the Project;
- e. Comply with the requirements of the Housing and Community Development Act of 1974, as amended, all City of Columbus program requirements, 24 CFR Part 570, and other laws and regulations and regulatory guidance governing the use of the funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this MOU.
- f. Apply for and receive the funds from the City of Columbus and properly account for the same during the term of the Grant Agreement and the following five (5) years as provided for in the Grant Agreement terms.
- g. NextGen shall be granted sole authority to properly undertake and complete its obligations set forth in the Agreement.
- h. NextGen shall have no responsibility whatsoever to expend any of its own funds in furtherance of the Project. In the event that the City of Columbus or the federal grant should become unavailable, this Agreement shall terminate and NextGen shall have no further responsibilities or obligations whatsoever.

II. Ours Brothers Keepers hereby agrees as follows:

- a. Following Project completion will operate the Project with the primary use of a mixed use property with residential apartments on the second floor of the building and office space use on the first floor of the building;
- b. Will execute and record the attached Exhibit C, Restrictive Covenant, for the benefit of the City upon NextGen's execution of the Grant Agreement and as a condition of the receipt of any grant funding by NextGen for the Project.
- c. Will ensure that for a minimum of five (5) years following Project completion:
 - Rent at the Property shall not increase to any tenant of the Property in an amount greater than \$75 per year;
 - Housing units at the Property shall be provided to Limited Clientele according to 24 CFR § 570.208:
 - (2) Limited clientele activities.
 - (i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kinds of activities may not qualify under paragraph (a)(2) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (a)(2)(iv) of this section.) To qualify under paragraph (a)(2) of this section, the activity must meet one of the following tests:
 - (A) Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or
 - (B) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or
- d. (C) Have income eligibility requirements which limit the activity exclusively to low and moderate income persons; Will maintain tenant records and make records accessible for auditing and monitoring purposes for the entire term of the Grant Agreement plus an additional 5 years thereafter, for a total of 6 years from Project initiation. Tenant records are subject to monitoring by NextGen, the City of Columbus, and the U.S. Department of

- Housing and Urban Development.
- e. Shall maintain the Property in good repair at all times and perform appropriate repairs as necessary in accordance with all applicable health, building, and safety codes of the City of Columbus, Franklin County and the State of Ohio.
 - f. Comply with the requirements of the Housing and Community Development Act of 1974, as amended, all City of Columbus program requirements, 24 CFR Part 570, and other laws and regulations and regulatory guidance governing the use of the funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this MOU.
 - g. All other space within the Property to be rehabilitated through the Project which is not housing will support one of the following initiatives for a minimum of five (5) year's following the completion of the Project:
 - Provide supportive services for Ours Brothers Keepers programs participants, whom are majority low-to-moderate income individuals living in the neighborhood.
 - h. Provide supportive services for residents living at the Property or other property owned and or operated by Ours Brothers Keepers. Ensure the cooperation of its staff, responsible officials, employees, and other representatives in the efforts of the City to monitor and evaluate activities in the following manner:
 - Regular on-site visits by the City and HUD to monitor the progress of the activities agreed upon under the terms of the Grant Agreement, to review compliance with the terms of the Grant Agreement, and to offer assistance in the conduct of the Project.
 - Ours Brothers Keepers shall provide the City with all reports required by all applicable federal, state, and local laws, regulations, codes, and ordinances as amended, in a timely and proper manner as determined by the City.
 - k. Maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.
 - l. Retain all records pertinent to Project performance under the Grant Agreement for a period of five (5) years after the termination of all activities funded under this Agreement.

III. Term. The Term of this this Agreement shall commence on January 1st, 2023, and continue until July 31st, 2024 unless otherwise agreed, in writing, by the parties.

IV. Budget and Scope of Work

- a. **Scope of Work/Project Description.** The Project will include interior and exterior improvements and the complete scope of the Project will not exceed the items listed in Exhibit A.
- b. **Budget:** The Project budget is as described in the attached Exhibit B.
- c. **Grant Agreement.** The provisions of the Grant Agreement executed between the City and NextGen dated ____ are fully incorporated herein as expressed in attached Exhibit D.

V. Project Oversight

- a. **Procurement:** Columbus Next Generation Corporation in partnership with Ours Brothers Keepers will procure a General Contractor ("Contractor") to perform all work required for the Project. Columbus Next Generation Corporation will seek competitive offers to obtain the

lowest and best price through a sealed bid method. The competitive sealed bidding will be publicly solicited at least one time in print and digital publication. The Invitation for bids, including specification and pertinent attachments must clearly define the scope of work and materials needed in order for bidders to properly respond to the invitation. Columbus Next Generation Corporation will facilitate a public bid opening for the Project, and will host open-house hours to allow contractors to walk-thru the Property. All bids must be opened publicly at the time and place stated in the invitation for bids. The public will be allowed to review the bids. A firm-fixed-price lump sum will be awarded to the lowest and best bidder whose bid must conform to all the material terms and conditions of the invitation for bids. All bids may be rejected when sound documented reasons exist. Columbus Next Generation Corporation shall be solely responsible for selecting the qualified Contractor. Procurement for the Project shall follow all City of Columbus and Community Development Block Grant laws and regulations including 2 CFR 200.318 and 24 CFR 85.36.

- b. Contracting: Columbus Next Generation Corporation will act as Contract Owner for the Project. The Contract will specify that the City of Columbus, Department of Fiscal Management is a funder for this project and maintains the option to terminate the Contract for any reason. The Contract will specify that the City of Columbus shall maintain oversight of

- the Project throughout construction. The City of Columbus will review the Contract prior to the execution of the Contract and will notify Columbus Next Generation Corporation in advance of Contract execution of the City's acceptance of the terms and conditions outlined in the Contract. The execution of the Contract will not take place prior to this notification.
- c. Labor Standards: The Davis-Bacon Act requirements will be followed throughout the construction of this Project. Columbus Next Generation Corporation, along with the general contractor selected for project, will be responsible for ensuring all Labor Laws for this project are followed. Columbus Next Generation Corporation will also ensure that all documentation of Labor Laws and Federal Prevailing Wage rates are complete. Columbus Next Generation Corporation will assume the responsibility of conducting and recording all labor standards requirements. Where underpayment of wages occurs, Columbus Next Generation Corporation will ensure the employer pays restitution to the affected employee(s). The Project is a Building Construction wage decision. Columbus Next Generation Corporation will submit full wage related documentation to the City of Columbus in conjunction with invoicing and throughout the Project until the Contract is complete.
 - d. Construction Management: All construction and financial documentation will be maintained by Columbus Next Generation Corporation. Such documentation will be made available for review by the City of Columbus and the U.S. Department of Housing and Urban Development for a minimum of five (5) years following the final payment issued to Columbus Next Generation Corporation for the Project.
 - e. Payments: Columbus Next Generation Corporation will make all payments to the Contractor for satisfactory work. Before making the final payment to the Contractor, Columbus Next Generation Corporation will confirm with the City of Columbus Department of Finance and Management
 - i. All compliance with Federal Prevailing Wage and Community Development Block Grant funding, including Section 3 reports, has been sufficiently documented;
 - ii. All contracted work has been completed to the satisfaction of all parties to this Agreement;
 - iii. All files are complete;
 - iv. All parties to this Agreement have submitted in writing approval for final Payment to the Contractor.
 - f. Pre-construction Conference: At least one representative from all parties of to this Agreement and the chosen Contractor for the Project will attend a Pre-construction Conference in advance to the commencement of any work beginning on the Project. A Notice of Commencement may be presented and accepted by the Contractor on or after the date of Pre-Construction Conference.
 - g. Construction Update Conferences: Following the notice to proceed, at least once a month, or as frequent as determined by all parties to this Agreement, Columbus Next Generation Corporation will host a meeting which includes at least one representative from each party to this Agreement and at least one representative from the Contractor. Topics of the meeting will include, at a minimum, construction, timeline, payroll review, and invoicing.

VI. Project Contacts:

Columbus Next Generation Corporation:
Tracy Taylor

1393 East Broad Street 3rd Floor
Columbus, OH 43205
614-824-5295

Ours Brothers Keepers:

Wesley Moore
2910 E. Fifth Ave.
Columbus, OH 43219
614-852-0617

VII. AMENDMENTS AND MODIFICATIONS. This Agreement may only be modified or amended by mutual written consent of the parties hereto. Any modification or amendment hereto shall be in writing and signed by both parties.

VIII. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Next Gen and its employees and agents will be serving Ours Brothers Keepers as independent contractors and not as employees or partners of, or joint ventures. Neither Party shall have any authority to create or assume, in the name or on behalf of the other Party, any obligation, express or implied, nor to act or purport to act as the agent or the legally empowered representative of the other Party for any purpose whatsoever. Nothing in this Agreement will be deemed to constitute a fiduciary relationship between the Parties, nor will anything in this Agreement be deemed to create an agency relationship between the Parties. Neither Party will be liable or bound to any third party by any representation, act or omission whatsoever of the other Party.

IX. ASSIGNMENT. Except as otherwise specifically provided for in this Agreement, neither Party may assign this Agreement or any of its rights under this Agreement without the prior written consent of the other Party.

X. ENTIRE AGREEMENT: WAIVERS. This Agreement constitutes the entire agreement between the Parties, and may be amended only by written agreement of the Parties. Any prior or contemporaneous oral or written communications or agreements of the Parties not expressly set forth in this Agreement are of no force or effect. No waiver of any provision of this Agreement or any right or obligation of a Party will be effective unless in writing and signed by the Party waiving such provision, right or obligation. The failure of either Party to enforce a right will not constitute a waiver of such right.

XI. LAW AND JURISDICTION; WAIVER OF JURY TRIAL. This Agreement will be construed and enforced in accordance with the laws of the State of Ohio, without reference to its conflict of law rules. The Parties agree that (i) any dispute arising from this Agreement, including and not limited to the enforcement thereof, shall be adjudicated in any court of competent jurisdiction in Franklin County, Ohio, (ii) they submit to the sole and exclusive jurisdiction and venue thereof, and (iii) they waive all objections thereto. TO THE EXTENT NOT PROHIBITED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO, AND SHALL NOT REQUEST, A TRIAL BY JURY IN ANY

ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY A PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

XII. MISCELLANEOUS.

- a. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.
- b. Captions. Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.
- c. Drafter. No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.
- d. Counterparts. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile or other electronic transmission, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.
- e. Anti-discrimination. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, age, religion, veteran status, or disability.

SIGNATURES ON SEPARATE PAGE

Ours Brothers Keepers:

Harley Moore Director
NAME/TITLE HERE

8/18/2023
Date

Columbus Next Generation Corporation:

[Signature]
NAME/TITLE HERE

8/18/2023
Date

EXHIBIT A

The Project consists of the rehabilitation of the Building located at 2918 E. 5th Avenue, Parcel ID Number 010-072749-00, for the purposes of transforming the second floor of the Building into transitional housing for persons qualifying as Limited Clientele under HUD regulations and transforming the first floor of the Building into office spaces for Ours Brothers Keepers to offer supportive services.

EXHIBIT B

The following budget is agreed upon by both parties for a maximum obligation not to exceed \$420,000.00.

Budget Category	Budget Amount
Administration	\$25,000.00
Architectural & Engineering Services	\$35,000.00
Construction Costs	\$360,000.00
Total Budget	\$420,000.00

EXHIBIT C – RESTRICTIVE COVENANT

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (the "**Restrictive Covenant**") is made as of the 18 day of August, 2023 (the "**Effective Date**") by OURS BROTHERS KEEPERS, LLC, an Ohio non-profit corporation ("**Declarant**") whose main offices are located at 2910 E. Fifth Avenue, Columbus, Ohio 43219.

WHEREAS, Declarant is the owner of land and a building located at 2918 E. Fifth Avenue, Columbus, Ohio 43219 (Franklin County Tax Parcel ID: 010-072749-00) described on Exhibit "A" attached hereto and incorporated herein (the land and building thereon, collectively, the "**Property**").

WHEREAS, in connection to Declarant's intention to renovate the Property for specified public purposes (the "**Project**"), the Declarant and Columbus Next Generation Corporation ("**NextGen**"), an Ohio non-profit corporation whose main office is located at 1393 East Broad Street 3rd Floor, Columbus, OH 43205, entered into a Memorandum of Understanding dated Aug 18 2023 (the "**MOU**") wherein NextGen agreed, among other things, to serve as the Project Manager for the Project and to manage all aspects of the same including fiscal administration.

WHEREAS, the City of Columbus, Ohio, by and through its Department of Finance and Management, (the "**City**") entered into a Subrecipient Grant Agreement dated _____, 2023, (the "**Grant**"), wherein the City provided Community Development Block Grant ("**CDBG**") funding to NextGen, for the benefit of Declarant, to be used in constructing the Project on the Property.

WHEREAS, Pursuant to the Grant, Declarant's use of the Property is restricted to only being used for the purpose and in accordance with the terms and provisions of the Grant and as hereinafter set forth.

WHEREAS, the Declarant is required to record this Restrictive Covenant, which will run with the land.

NOW, THEREFORE, the Declarant hereby imposes and subjects the Property to the following restrictions for the benefit of the City:

1. Restriction. The Property shall only be used for the purposes, objectives and otherwise consistent with the Grant, which is hereby incorporated herein by reference, for so long as the Grant, including the prohibition on the sale of the property for a period of six years following the full receipt of the CDBG funding, remain in effect. The City shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, and covenants set forth herein and in the Grant, including but not limited to, injunctive relief and attorneys' fees. Failure of the City to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

2. Covenants Running With the Land. The rights, obligations, interests and restrictions that are established, created, declared, and reserved hereunder shall run with the land.

3. Successors and Assigns, Enforcement. It is the intention of the Declarant that this Restrictive Covenant create a right of enforcement by and under the Declarant, the City, or any successor thereof and shall not be terminated, amended or otherwise modified without the prior written approval of the City through a properly recorded amendment hereof.

IN WITNESS WHEREOF, the Declarant has caused this Restrictive Covenant to be executed as of the day and year first above written.

OURS BROTHERS KEEPERS,
an Ohio non-profit corporation

OURS BROTHERS KEEPERS,
an Ohio non-profit corporation

Wesley Moore
By: Director
Its: Board Chair

ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 18 day of August, 2023, the foregoing instrument was acknowledged before me by Wesley Moore, on behalf of Ours Brothers Keepers, LLC, an Ohio non-profit corporation.

(seal)

[Signature]
Notary Public
Commission Expiration Date: 7-18-24

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Lara Baker-Morrish (7.20.23)
Chief Counsel
OBK Grant
For: Finance and Management



Exhibit A

Franklin County Auditor - Franklin County, Ohio 610-01279-00

Owner Name	CUS EPOSHERS EBPAS LLC	Prop Class	C - Community
No Address	3318 E PERRY	Use Class	211 - RESIDENTIAL TWO-FAMILY
Legal Description	2281.21 HAVS CEMETERY LILIANE 101504	Sub Class	410 - CITY OF COLUMBUS
Owner Address	3318 E PERRY COLUMBUS OH 43215	App Rctd	2500
Transfer Date	10/02/21	Taxable	0
Transfer Price	00	Area Sq Ft	111
Transfer Type	GC	Area Sq Ft	111

	Land	Improvements	Total	Land	Improvements	Total
Base	\$10,000	\$11,000	\$21,000	\$10,000	\$11,000	\$21,000
TP	10	10	20	10	10	20
Exempt	0	0	0	0	0	0
Tax	\$10,000	\$11,000	\$21,000	\$10,000	\$11,000	\$21,000
CAU/	0	0	0	0	0	0

	Land	Improvements	Total
Base	\$10,000	\$11,000	\$21,000
TP	10	10	20
Exempt	0	0	0
Tax	\$10,000	\$11,000	\$21,000
CAU/	0	0	0

810-072749 06/06/2021

Exhibit C1: Restrictive Covenant

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (the "**Restrictive Covenant**") is made as of the 18 day of August, 2023 (the "**Effective Date**") by OURS BROTHERS KEEPERS, LLC, an Ohio non-profit corporation ("**Declarant**") whose main offices are located at 2910 E. Fifth Avenue, Columbus, Ohio 43219.

WHEREAS, Declarant is the owner of land and a building located at 2918 E. Fifth Avenue, Columbus, Ohio 43219 (Franklin County Tax Parcel ID: 010-072749-00) described on Exhibit "A" attached hereto and incorporated herein (the land and building thereon, collectively, the "**Property**").

WHEREAS, in connection to Declarant's intention to renovate the Property for specified public purposes (the "**Project**"), the Declarant and Columbus Next Generation Corporation ("**NextGen**"), an Ohio non-profit corporation whose main office is located at 1393 East Broad Street 3rd Floor, Columbus, OH 43205, entered into a Memorandum of Understanding dated 18, 2023 (the "**MOU**") wherein NextGen agreed, among other things, to serve as the Project Manager for the Project and to manage all aspects of the same including fiscal administration.

WHEREAS, the City of Columbus, Ohio, by and through its Department of Finance and Management, (the "**City**") entered into a Subrecipient Grant Agreement dated 8/18, 2023, (the "**Grant**"), wherein the City provided Community Development Block Grant ("**CDBG**") funding to NextGen, for the benefit of Declarant, to be used in constructing the Project on the Property.

WHEREAS, Pursuant to the Grant, Declarant's use of the Property is restricted to only being used for the purpose and in accordance with the terms and provisions of the Grant and as hereinafter set forth.

WHEREAS, the Declarant is required to record this Restrictive Covenant, which will run with the land.

NOW, THEREFORE, the Declarant hereby imposes and subjects the Property to the following restrictions for the benefit of the City:

1. Restriction. The Property shall only be used for the purposes, objectives and otherwise consistent with the Grant, which is hereby incorporated herein by reference, for so long as the Grant, including the prohibition on the sale of the property for a period of six years following the full receipt of the CDBG funding, remain in effect. The City shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, and covenants set forth herein and in the Grant, including but not limited to, injunctive relief and attorneys' fees. Failure of the City to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

2. Covenants Running With the Land. The rights, obligations, interests and restrictions that are established, created, declared, and reserved hereunder shall run with the land.

3. Successors and Assigns, Enforcement. It is the intention of the Declarant that this Restrictive Covenant create a right of enforcement by and under the Declarant, the City, or any successor thereof and shall not be terminated, amended or otherwise modified without the prior written approval of the City through a properly recorded amendment hereof.

IN WITNESS WHEREOF, the Declarant has caused this Restrictive Covenant to be executed as of the day and year first above written.

OURS BROTHERS KEEPERS,
an Ohio non-profit corporation



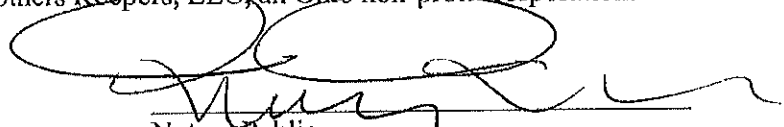
By: _____
Its: Board Chair

ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 18 day of August, 2023,
the foregoing instrument was acknowledged before me by Wesley Moore,
_____, on behalf of Ours Brothers Keepers, LLC, an Ohio non-profit corporation.

(seal)



Notary Public
Commission Expiration Date: 7-18-24

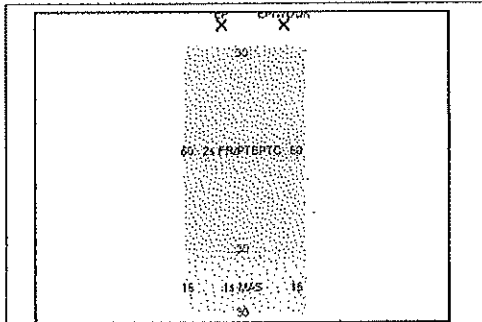
This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Lara Baker-Morris (7.20.23)
Chief Counsel
OBK Grant
For: Finance and Management

Exhibit A

Franklin County Auditor - Michael Stinziano 010-072749-00

Owner Name	OURS BROTHERS KEEPERS LLC	Prop. Class	C - Commercial
Site Address	2918 E FIFTH AV	Land Use	401 - APARTMENTS 4 TO 19 FAMILY
Legal Descriptions	2920 E 5TH AVE CASSADYS 5TH AVE LOT 236	Tax District	010 - CITY OF COLUMBUS
Owner Address	2910 FIFTH AVE E COLUMBUS OH 43219	Sch. District	2503 - COLUMBUS CSD
Transfer Date	10/04/2022	App Nbrhd	X5300
Transfer Price	.00	Tax Lotn	No
Instrument Type	QE	CAUV Property	No
		Owner Occ. Credit	2022: No 2023: No
		Homestead Credit	2022: No 2023: No
		Rental Registration	No
		Board of Revision	No
		Zip Code	43219
		Annual Taxes	.00
		Taxes Paid	1,399.45
		Calculated Acreage	.09
		Legal Acreage	.00

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
Base	\$10,300	\$101,300	\$111,600	\$3,610	\$35,460	\$39,070
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$10,300	\$101,300	\$111,600	\$3,610	\$35,460	\$39,070
CAUV	\$0					

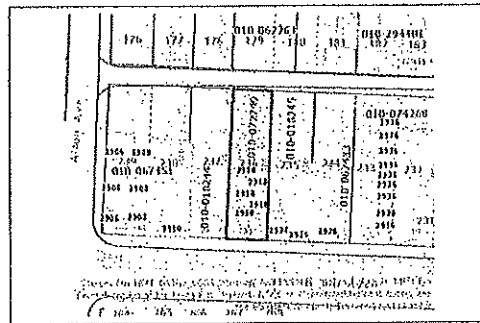


Building Data

Year Built	1935	Full Baths	4
Finished Area	3450	Half Bath	
Rooms	14	Heat/AC	1
Bedrms	6	Wood Fire	/
Dining Rooms	0	Stories	2

Sketch Legend

- 0 2s FRIPTEPTC 1600 Sq. Ft.
- 1 1s MAS - 44-ONE STORY MASONRY 450 Sq. Ft.
- 2 EP - 14-ENCLOSED FRAME PORCH 84 Sq. Ft.
- 3 EP/WDDK - 14/38-ENCLOSED FRAME PORCH/WOOD DECK 66 Sq. Ft.
- 1 PAVING ASP - PA1.PAVING ASPHALT 1300 Sq. Ft.



Disclaimer: The information on this web site is prepared from the real property inventory maintained by the Franklin County Auditor's Office. Users of this data are notified that the primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibility for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

Exhibit D: Monthly Financial Report & Annual Performance Report

City Department: Finance and Management
 City Division: Grants Management Division

THE CITY OF
COLUMBUS
ANDREW J. GINHER, MAYOR

CDBG Subrecipient Monthly Financial Report & Invoice

DEPARTMENT OF FINANCE
 AND MANAGEMENT

AGENCY NAME:	Columbus Next Generation Corporation
PROJECT NAME:	2918 E. 5th Avenue Rehabilitation
CONTRACT PO#:	
INVOICE #:	
INVOICE DATE:	

BUDGETED COST CATEGORY	CURRENT APPROVED BUDGET	THROUGH PRIOR INVOICE	CURRENT MONTHLY INVOICE	TOTAL EXPENDITURES TO DATE	REMAINING CONTRACT BALANCE
Construction				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -

PROGRAM INCOME SUMMARY	RECEIVED THOUGH PRIOR INVOICE	CURRENT RECEIVED	TOTAL RECEIVED	TOTAL EXPENDED YTD	UNEXPENDED BALANCE
			\$ -		\$ -

REPORT PREPARED BY: (Fiscal or Program Staff)	Name:		TOTAL PAYMENT REQUEST	
	Title:		CURRENT MONTHLY COSTS	\$ -
	Signature:		(less) UNEXPENDED PI BALANCE	\$ -
	Date:		NET PAYMENT DUE:	\$ -

CERTIFIED BY: (Admin staff)	Name:		REMIT TO:
	Title:		
	Signature:		
	Date:		

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

City Department: Finance and Management
 City Division: Grants Management Section



DEPARTMENT OF FINANCE AND MANAGEMENT

CDBG Subrecipient Annual Performance Report

AGENCY NAME:	
PROJECT NAME:	

<u>Program Performance Measures</u>	<u>Number this reporting period</u>	<u>Total number year-to-date</u>
Individuals served in housing units		
Individuals served through services		
Totals	0	0

Demographic information for clients served:

<u>Race/Ethnicity</u>	<u>Total</u>	<u>Hispanic/Latino</u>
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native and White		
Asian and White		
Black/African American and White		
American Indian/Alaskan Native and Black/African American		
Other multi-racial		
Total	0	0

<u>Income Level</u>	<u>Count</u>
Extremely Low	
Low	
Moderate	
Non-Low/Moderate	
Total	0

Provide a narrative discussion of the program goals and objectives below. Attach additional pages if necessary.

Signature of Program Manager: _____

Exhibit E: City of Columbus Section 3 Clause

KATHY A. OWENS
Director

THE CITY OF
COLUMBUS
ANDREW J. GINHER, MAYOR
DEPARTMENT OF FINANCE
AND MANAGEMENT

SECTION 3 CLAUSE

[Applicable to prime construction contracts of \$200,000 or greater]

A. The work to be performed under any construction contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (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 the contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of the 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 75 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 75, 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 75. The contract 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 75.

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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.



KATHY A. OWENS
Director

THE CITY OF
COLUMBUS
ANDREW J. GRINER, MAYOR

DEPARTMENT OF FINANCE
AND MANAGEMENT

F. Noncompliance with HUD's regulations in 24 CFR part 75 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 7(b) of the Indian Self-Determination and Education assistance Act (25 U.S.C. 450e) also applies to the work to be performed under the contract. Section 7(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 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



Exhibit F: City of Columbus Contractor U.S. Department of Housing and Urban Development Community Development Block Grant Obligations

KATHY A. OWENS
Director

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

DEPARTMENT OF FINANCE
AND MANAGEMENT

CONTRACTOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT OBLIGATIONS

Contractor shall comply with all applicable state and local codes, ordinances and other applicable laws, all applicable City CDBG program requirements and any amendments hereafter to City CDBG program guidelines and requirements. Contractor agrees to comply with all applicable federal laws and regulations and to any amendments hereafter including, but not limited to, the following:

A. COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS - The CDBG Regulations, 24 CFR Part 570, and any amendments hereafter thereto; and

B. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, prohibiting discrimination upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin; and

C. HOUSING AND COMMUNITY DEVELOPMENT ACT - Section 109 of the Housing and Community Development Act requiring that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act; and

D. REHABILITATION ACT OF 1973 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities; and Construction Services Agreement Page 8 of 13

E. AGE DISCRIMINATION ACT OF 1975 - The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance; and

F. EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY - Equal Employment Opportunity, as amended, and regulations of Executive Order 11246, amended by Executive orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264). Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity or national origin. Contractor will take affirmative action to insure that applicants are employed, without regard to race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the



KATHY A. OWENS
Director

following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause." Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin. Contractor will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Contractor will assist and cooperate actively with the City CDBG and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the Secretary in the discharge of the Secretary's primary responsibility for securing compliance. Contractor will refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a Contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order; and

G. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS -The requirements set forth in 24 CFR part 5 and Executive Orders 12549 and 12689, prohibiting the use of debarred, suspended or ineligible contractors or subcontractors; and

H. HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701U) - 24 CFR, Part 135, also known as Section 3, which provides employment opportunities for businesses and lower income persons in connection with federally-assisted projects. Contractor will also ensure that provisions of 24 CFR, Part 135, are included in all subcontracts; and

I. MINORITY AND WOMEN-OWNED BUSINESSES (W/MBE) - Executive Orders 11625, 12432, and 12138, which state that recipients of federal assistance shall take affirmative action to encourage participation by minority and women-owned business enterprises. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as



KATHY A. OWENS
Director

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR
DEPARTMENT OF FINANCE
AND MANAGEMENT

amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women; and

J. LABOR STANDARDS - Contractor and all subcontractors, engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Contract are subject to the federal labor standards provisions, Davis Bacon and Related Acts as amended (40 USC 3141-5144 and 3146-3148), which govern the payment of wages and the ratio of apprentices and trainees to journey-workers. Under the terms of the Davis-Bacon Act, as supplemented by 29 CFR Part 5, amended, the Contractor and hired subcontractors are required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provision of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), and the AGENCY shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act (40 USC 3145).

Federal Wage Determination Number _____ is attached hereto and incorporated herein by this reference as though set forth in full. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates.



Exhibit G: U.S. Department of Housing and Urban Development Office of Labor Relations Federal Labor Standards Provisions

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.
- Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)
- (ii) **Certified Payroll Reports.**
- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(f), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(i)(b).
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit H: HUD Income Limits

FY 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income Click for More Detail	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Columbus, OH HUD Metro FMR Area	\$101,100	Very Low (50%) Income Limits (\$) Click for More Detail	34,750	39,700	44,650	49,600	53,600	57,550	61,550	65,500
		Extremely Low Income Limits (\$)* Click for More Detail	20,850	23,600	26,600	30,000	33,140	40,780	45,420	50,560
		Low (80%) Income Limits (\$) Click for More Detail	55,550	63,500	71,450	79,150	85,200	92,050	98,400	104,750

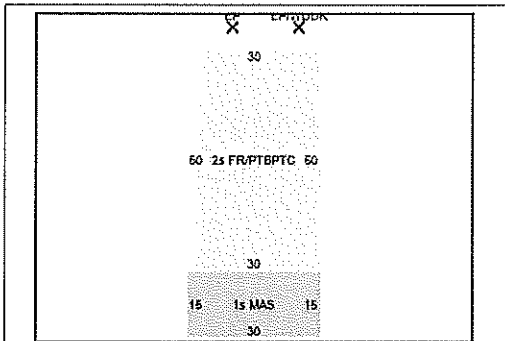
https://www.huduser.gov/portal/datasets/il/il2023/2023summary.odn?STATES=39.0&INPUTNAME=METRO18140M18140*3904999999%2BFranklin+County&statelist=&stname=Ohio&wherefrom=%24wherefrom%24&statefp=39&year=2023&ne_flag=&selection_type=county&incpath=%24incpath%24&data=2023&SubmitButton=View+County+Calculations

Exhibit I: Franklin County Auditor Property Report

Franklin County Auditor - Michael Stinziano 010-072749-00

Owner Name	OURS BROTHERS KEEPERS LLC	Prop. Class	C - Commercial
		Land Use	401 - APARTMENTS 4 TO 19 FAMILY
Site Address	2918 E FIFTH AV	Tax District	010 - CITY OF COLUMBUS
		Sch. District	2503 - COLUMBUS CSD
		App Nbrhd	X5300
		Tax Leln	No
Legal Descriptions	2920 E 5TH AVE CASSADYS 5TH AVE LOT 236	CAUV Property	No
		Owner Occ. Credit	2022: No 2023: No
		Homestead Credit	2022: No 2023: No
Owner Address	2910 FIFTH AVE E COLUMBUS OH 43219	Rental Registration	No
		Board of Revision	No
		Zip Code	43219
Transfer Date	10/04/2022	Annual Taxes	.00
Transfer Price	.00	Taxes Paid	1,399.45
Instrument Type	QE	Calculated Acreage	.09
		Legal Acreage	.00

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
Base	\$10,300	\$101,300	\$111,600	\$3,610	\$35,460	\$39,070
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$10,300	\$101,300	\$111,600	\$3,610	\$35,460	\$39,070
CAUV	\$0					

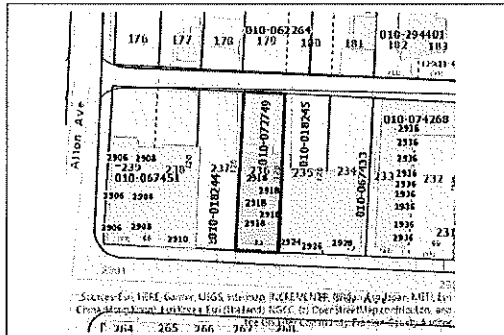


Building Data

Year Built	1935	Full Baths	4
Finished Area	3450	Half Bath	
Rooms	14	Heat/AC	1
Bedrms	6	Wood Fire	/
Dining Rooms	0	Stories	2

Sketch Legend

- 0 2s FR/PTBPTC 1500 Sq. Fl.
- 1 1s MAS - 44 ONE STORY MASONRY 450 Sq. Fl.
- 2 EP - 14 ENCLOSED FRAME PORCH 84 Sq. Fl.
- 3 EP/WDDK - 14/38 ENCLOSED FRAME PORCH/WOOD DECK 56 Sq. Fl.
- 1 PAVING ASP - PA1 PAVING ASPHALT 1300 Sq. Fl.



Disclaimer: The information on this web site is prepared from the real property inventory maintained by the Franklin County Auditor's Office. Users of this data are notified that the primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibility for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.