

DEFEATED

AN ORDINANCE NO. 24-233

Authorizing the City Manager to enter into a Subrecipient Agreement with Homefull to operate a non-congregate shelter and provide homeless supportive services, in an amount not to exceed \$1,047,436.20, for a period of one year with an option to renew for three additional one-year periods; confirming and approving related expenditures incurred from June 23, 2024 to the passage of this Ordinance; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the Goals and Objectives adopted by this Commission include a goal for working with community partners to develop and implement comprehensive strategies to address the homeless and displaced neighbor crisis facing our community; and

WHEREAS, in furtherance of that goal, City staff issued a Request for Proposals for the operation of a non-congregate shelter and homeless supportive services, and selected Homefull;

WHEREAS, Homefull is willing to operate a non-congregate shelter and to provide homeless supportive services; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid an interruption in services, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Manager is hereby authorized to enter into a Subrecipient Agreement, a copy of which is attached hereto and is hereby approved, with Homefull in an amount not to exceed \$1,047,436.20 to operate a non-congregate shelter and provide homeless supportive services, for a period of one year with an option to renew for three additional one-year periods.

Section 2. That related expenditures incurred from June 23, 2024 to the passage of this Ordinance are hereby confirmed and approved.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

DEFEATED

# SUBRECIPIENT AGREEMENT

## AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, OHIO AND HOMEFULL

FOR

### SUPPORTIVE SERVICES AND OPERATION OF AN EMERGENCY SHELTER

THIS AGREEMENT, entered this \_\_\_\_\_ day of **July, 2024**, by and between THE CITY OF SPRINGFIELD, OHIO (herein called the "CITY") and HOMEFULL (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

#### ARTICLE 1- PROJECT

##### SECTION 1: SCOPE OF SERVICE

###### A. Activities

###### 1. General Statement

The Subrecipient will provide Shelter Operations and Supportive Services to households experiencing or at-risk of homelessness. The Subrecipient will be responsible for administering a Community Development Block Grant (CDBG) and HOME-ARP program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG and HOME-ARP program:

###### 2. Program Delivery

Activity #1 *Perform supportive services to assist households experiencing homelessness to obtain permanent housing*

Activity #2 *Operate an emergency shelter to create a safe and sanitary environment for households experiencing homelessness*

###### 3. Administration

*(Completion of reporting requirements outlined in this agreement, completion of payment requests and supporting documentation, ensure programs meet all federal and state regulations referenced in this agreement)*

###### 4. Income Benefit Goals

It is anticipated that approximately 450 unduplicated low- to moderate-income clients will be served over the course of this 12-month Agreement. The goal is to serve: 450 clients at the 0-30% areas median income (AMI) level (very low-income); 0 clients at the 31-50% AMI level (low-income); and 0 at the 51-80% AMI level (moderate-income).

**B. National Objectives**

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective of Low-Mod Limited Clientele (LMC). Households served in the emergency shelter are considered homeless. Section E: Special Conditions identifies the definition used for homelessness.

**C. Goals and Performance Measures**

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
<b>Supportive Services</b>	<b>50 HH</b>	<b>200 HH</b>
<b>Operations</b>	<b>102 Beds</b>	<b>408 beds</b>
<b>Diversion</b>	<b>5 HH Diverted</b>	<b>20 HH Diverted</b>
<b>Rental Assistance Referrals</b>	<b>20 HH Referred</b>	<b>80 HH Referred</b>
<b>Other Service Referrals</b>	<b>30 Referrals</b>	<b>120 Referrals</b>
<b>Case Management</b>	<b>60 People</b>	<b>240 People</b>
<b>Other Assistance Referrals</b>	<b>30 Referrals</b>	<b>120 Referrals</b>
<b>Employment placement/ref</b>	<b>10 People</b>	<b>40 People</b>
<b>Housing Placement - Temp</b>	<b>5 HH</b>	<b>20 HH</b>
<b>Housing Placement - Perm</b>	<b>20 HH</b>	<b>80 HH</b>

*Units of service shall be considered: {households, beds, people, referrals}*

**D. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

**E. Special Conditions**

Subrecipient shall in all aspects of its performance the Services comply with the HOME Investment Partnerships Act, 42 U.S.C. § 12701 (the "Act") and the implementing regulations, 24 C.F.R. Part 92, the HOME Investment Partnerships Program Rules, and the HOME-ARP Program Requirements as described in Implementation Notice CPD-21-10, as revised by Notice CPD-22- 13.

The Subrecipient may provide services for Qualifying populations 1, 2, 3 as outlined in CPD-21-10.

The Subrecipient will operate the Homefull Shelter @ EI according to the Operational Lease Agreement in Exhibit A

**SECTION 2: PROJECT DESCRIPTION**

Type of Project: Public Services and Supportive Services  
Project Name: Homefull Shelter @ the EI  
Project Location: 325 W. Columbia Street, Springfield, Ohio 45504  
Service Area: City of Springfield

Matrix Code: 03T – for CDBG activities; Supportive Services HOME-ARP

HUD Objective: Providing Decent Housing

HUD Outcome: Availability/Accessibility

Basic Eligibility Citation: 24 CFR 570.201 (c,e), 40 USC 11302 Sec 401(29)

Amount Funded: \$1,047,436.20

### **SECTION 3: TERM OF AGREEMENT**

#### **A. Initial Term**

The term of this Agreement is 06/23/24 through 07/01/2025. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

#### **B. Option Year(s).**

1. The CITY may elect to unilaterally extend the term of this Agreement for a period of three (3), one (1)-year option periods (each an "Option Period"), or successive fractions thereof, by written notice to the Subrecipient before the expiration of the Agreement; provided that the CITY will give the Subrecipient preliminary written notice of its intent to extend at least thirty (30) days before the Agreement expires.
2. The preliminary notice does not commit the City to an extension. The exercise of any Option Period is subject to the availability of funds at the time of the exercise of this option.
3. Conditions to be addressed in Option Periods
  - a. Current CITY funding availability
  - b. Leveraging of other funding sources
  - c. Facility needs
  - d. Supportive Services needs based on prior year outcomes and future year projections
  - e. Additional conditions that cannot be predicted at the time of this agreement
4. The Subrecipient may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the CITY prior to expiration of the Agreement.

### **SECTION 4: PROGRAM REPORTING**

The Subrecipient shall submit such reports as required by the CITY to meet its local obligations and its obligations to HUD. The CITY will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified, Section 1: Scope of Services, Goals and Performance Measures, of this Agreement.
- B. Quarterly reports on demographic and income information regarding persons assisted by the Subrecipient through this Agreement.
- C. Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

**ARTICLE 2- FINANCIAL MANAGEMENT**

**SECTION 1: PAYMENTS AND BUDGET**

**A. General Statement**

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed **One Million Forty-Seven Thousand Four Hundred Thirty-Six Dollars and 20/100 Cents (\$1,047,436.20)** upon presentation of properly executed reimbursement forms as provided by and approved by the CITY.

Such reimbursement shall constitute full and complete payment by the CITY under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the CITY unless any or all such costs are disallowed by the State of Ohio or HUD.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

**B. Payments**

Reimbursement request must be submitted electronically to: City of Springfield, Community Development Department, Neighborhood Impact Division. Payments shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to Homefull, 2621 Dryden Dr., Suite 302, Dayton, OH 45439.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

**C. Budget**

Line Item	Amount
<b><u>Personnel</u></b>	
Personnel Salary – Operations	\$128,701.00
Personnel Fringe – Operations	\$36,036.28
Personnel Salary – Supportive Services	\$106,139.00
Personnel Fringe – Supportive Services	\$29,718.92
<b><u>Operations</u></b>	
Supplies	\$2,500.00
Equipment/Furnishings	\$25,000.00
Insurance	\$6,575.00
Telephone/Internet	\$7,200.00
Travel	\$5,000.00
Copier Expense	\$1,421.00

Utilities	\$12,000.00
Paper products/hygiene/linens	\$9,000.00
Food/food service supplies	\$65,000.00
Repairs and Maintenance	\$162,032.00
Pest control	\$7,500.00
Client services	\$4,800.00
<b><u>Contract Services</u></b>	
Contract Services	\$285,080.00
<b><u>Administration</u></b>	
Administrative Costs	\$153,733.00
<b>Total</b>	<b>\$1,047,436.20</b>

In addition, the Grantee 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 Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**D. Closeout**

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Subrecipient, the CITY shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the CITY or its designee; and
- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the CITY.

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

**SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING**

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the CITY and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- A. Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.

- B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
- C. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the CITY or HUD at any time during normal business hours and as often as necessary.
- E. Inform the CITY concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the CITY to other Subrecipients.
- F. Repay the CITY any funds in its possession at the time of the termination of this Agreement that may be due to the CITY or HUD.
- G. Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis on forms provided by the CITY.

### **SECTION 3: REIMBURSEMENT**

The CITY shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event that the CITY or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- A. The Subrecipient agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- B. The Subrecipient agrees that upon expiration of this Agreement, the Subrecipient shall transfer to the CITY any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds.
- C. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- D. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

### **SECTION 4: PROGRAM INCOME**

The Subrecipient shall report monthly on 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 requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the completion of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

## ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

### SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

#### Grantee

Bryan Heck, City Manager  
76 East High Street  
Springfield, OH 45502  
(937) 324-7300  
bheck@springfieldohio.gov

#### Subrecipient

Tina Patterson, Chief Executive Officer  
2621 Dryden Rd Suite 302  
Dayton, OH 45439  
(937) 293-1945  
tinap@homefull.org

### SECTION 2: GENERAL CONDITIONS

#### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. 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.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and

- Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.

B. "Independent Contractor"

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

C. Hold Harmless

To the extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the CITY and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the CITY by the Subrecipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the CITY prior to commencement of this Agreement. No other form of certificate shall be used.

The Subrecipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient

amounts, durations, or types.

Failure on the part of the Subrecipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the CITY may immediately terminate this contract.

F. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, CITY or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the CITY is providing funding under this Agreement, the CITY may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the CITY.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the CITY reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the CITY is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the CITY's right to suspend or terminate this Agreement. The CITY may consider performance under this Agreement when considering future awards.

I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- E. Failure to take satisfactory corrective action as directed by the CITY.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial

termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the CITY may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the CITY and the CITY may also declare the Subrecipient ineligible for further participation in the CDBG program.

### **SECTION 3: ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### **B. Documentation and Record Keeping**

##### **1. Records to be Maintained**

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

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

Subrecipients must establish and follow written intake procedures to ensure compliance with HUD’s Definition of Homelessness, Imminent Risk and At-Risk of Homelessness and recordkeeping requirements.

### **EVIDENCE OF HOMELESS STATUS**

Subrecipients must make effort to obtain documentation providing evidence of homeless status in the following order of importance:

- 1) Third-party documentation, including written and source documentation, and HMIS records;
  - 2) Intake worker observations;
  - 3) Certification from individual seeking assistance
1. **Individuals Residing in an Institution:** For individuals residing in an institution (including a jail, substance abuse or mental health treatment facility, or hospital) for fewer than 90 days, acceptable evidence includes:
- a) Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution that demonstrates the person resided there for less than 90 days. All oral statements must be recorded by the intake worker; or
  - b) Certification from the person seeking assistance. Where the evidence above is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in the paragraph above and a certification by the individual seeking assistance that states that they are exiting or have just exited an institution where they resided for less than 90 days: and
  - c) Evidence of literally homeless status prior to entry. Evidence that the individual was homeless and living in a place not meant for human habitation, a safe haven, or in an emergency shelter, and was chronically homeless prior to entry into the institutional care facility (as defined in paragraph (1) of 25 CFR 578.3) (acceptable documentation listed above).

#### EVIDENCE OF AT-RISK OR IMMINENT RISK OF HOMELESS STATUS

Subrecipients must make effort to obtain documentation providing evidence of at-risk or imminent risk of homeless status in the order of priority listed below:

1. **Source Documents:** Notice of termination from employment, unemployment compensation statement, bank statement, health care bill showing arrears, utility bill showing arrears, a Notice to Quit or Notice to Terminate (see MFA ESG/HOME-ARP Program Manual).
2. **Third Party Documentation:** To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., former employer, public administrator, relative) or written certification by the intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria of the definition of "at risk of homelessness."
3. **Intake Worker Observation:** If source documents and third-party verification are unobtainable, a written statement by intake staff describing the efforts taken to obtain the required evidence.

#### EVIDENCE OF OTHER POPULATIONS ALLOWABLE UNDER HOME-ARP

Subrecipients must make effort to obtain documentation providing evidence that the participant(s) meet the criteria for Other Populations Allowable Under HOME-ARP status in the order of priority listed below:

1. Documentation from the participant seeking assistance that shows previous "Homeless" status as defined in 24 CFR 91.5 and any documentation that verifies assistance from other resources.

2. Documentation showing the participant is "At Greatest Risk of Housing Instability" and meets the following criteria:
- I. has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);
  - II. has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5:
    - a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
    - b. Is living in the home of another because of economic hardship;
    - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance.
    - d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
    - e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
    - f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); o
    - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

## **2. Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time.

Notwithstanding the above, if there are 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.

## **3. Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

## **4. Disclosure**

The Subrecipient understands that client information collected under this contract is private and

the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## **5. Audits & Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed 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. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

### **C. Citizen Participation**

The Subrecipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

### **D. Procurement**

#### **1. Compliance**

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

#### **2. OMB Standards**

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

### **E. Travel**

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

### **F. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- A. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- B. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period

[or such longer period of time as the Grantee deems appropriate].

- C. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (1) transferred to the Grantee for the CDBG program or (2) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

#### **SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (1) 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); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may, however, preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds is generally discouraged.

#### **SECTION 5: PERSONNEL & PARTICIPANT CONDITIONS**

##### **A. Civil Rights**

###### **1. General 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

###### **2. Nondiscrimination**

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

- Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:
  - A. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
  - B. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this

Agreement;

- C. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
- D. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- E. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
- F. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

### **3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

### **4. Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### **5. Architectural Barriers Act/Americans with Disabilities Act**

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

## **B. Affirmative Action**

### **1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in

President's Executive Order 11246 of September 24, 1966.

## **2. Women- and Minority-Owned Businesses (W/MBE)**

The Subrecipient 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 Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as 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. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## **3. Access to Records**

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## **4. Notifications**

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## **5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and 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 status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure 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.

## **6. Subcontract Provisions**

The Subrecipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### **C. Employment Restrictions**

#### **1. Prohibited Activity**

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

#### **2. Labor Standards**

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 (40 U.S.C. 327 et seq.) 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

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 contract, shall comply with Federal requirements adopted by the Grantee 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.

### **3. Drug-Free Workplace**

The Subrecipient will or will continue to provide a drug-free workplace by:

- A. Maintaining a Zero Tolerance Drug Policy;
- B. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- C. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
- D. Establishing an ongoing drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace;
  - The Subrecipient's policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- E. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

### **4. "Section 3" Clause**

#### **A. Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's

subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and 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 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located; and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

#### B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

#### C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

##### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract 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 Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

## **2. Subcontracts**

### **A. Approvals**

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

### **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.

### **D. Selection Process**

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

## **3. 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 of the U.S.C.

## **4. Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

- A. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- C. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient,

or any designated public agency.

## **5. Lobbying**

The Subrecipient hereby certifies that:

- A. 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 connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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
- C. It will require that the language of paragraph (d) of this 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:
- D. 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.C. 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.

## **6. Grantee Recognition**

The Subrecipient shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## **7. Copyright**

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

## **8. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

**9. Other Program Requirements**

The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that:

- A. The Subrecipient does not assume the CITY's environmental responsibilities described in Section 570.604; and
- B. The Subrecipient does not assume the CITY's responsibility for initiating the review process under Executive Order 12372.

**SECTION 6: ENVIRONMENTAL**

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA).

CITY staff will complete the ERR. The time required for completion of the ERR can vary from a week to a few months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subrecipient will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds.

After completing the ERR, the CITY may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of the funds by HUD, the CITY will send the Subrecipient a written notice to begin the project. Subrecipients shall not implement any project activities or incur any project costs until receipt of the notice to proceed.

The CITY must also determine whether the project meets other applicable statutory and regulatory requirements which include by are not limited to the following:

**A. Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### **D. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

#### **SECTION 7: HANDBOOK RECEIPT CERTIFICATION**

The Subrecipient certifies that it has received the HUD published *"Paying by the Rules- A Handbook for CDBG Subrecipients on Administrative Systems"* in either print or electronic format from the Grantee. The Subrecipient further certifies and agrees that it is the Subrecipient's obligation as a part of this Agreement to read and understand the Handbook.

#### **SECTION 8: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **SECTION 9: SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### **SECTION 10: WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### **SECTION 11: SUCCESSORS**

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

#### **SECTION 12: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

#### **SECTION 13: NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

**SECTION 14: GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Ohio. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of Springfield, Ohio, and, if necessary for exclusive federal questions, the United States District Court for the District of Ohio.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

APPROVED AS TO FORM  
AND CORRECTNESS:

**THE CITY OF SPRINGFIELD, OHIO**

Law Director

BY: \_\_\_\_\_  
**Bryan Heck, City Manager**

**HOMEFULL**

BY: \_\_\_\_\_  
**Tina Patterson, Chief Executive Officer**

# **Operational Lease Agreement**

Springfield Non-Congregate Shelter

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## Operational Lease Agreement

( \_\_\_\_\_ )

This Operational Lease Agreement (the "Lease") is entered into on \_\_\_\_\_, between the City of Springfield, Ohio (the "City") a Municipal Corporation with a mailing address of 76 E. High Street, Springfield, OH 45502, and Homefull a 501(c)(3) not-for-profit with a mailing address of 501 W. High St., Springfield, OH 45506 and is for the operation and facility lease of the facility at \_\_\_\_\_ for non-congregate shelter and emergency housing services. For the purposes of this Lease, the City and Homefull may be referred to collectively as the "Parties."

### **1. Background and Recitals**

- a. A city-county homelessness task force consisting of Clark County and Springfield City agencies and organizations worked cooperatively to identify potential mitigation efforts to assist and reduce the amount of displaced individuals and families in the City;
- b. The City acquired the facility at \_\_\_\_\_ for the purpose of creating a centralized location for non-congregate and emergency housing services to assist displaced individuals and families in their moments of shelter need, as well as assist them in transitioning into housing of their own through services and assistance as needed;

In consideration of the following requirements, the City and Sheltered agree as follows:

### **2. Premises**

- a. The City, through this Lease, leases to Homefull, the entirety of the facility and grounds located at 325 W. Columbia Street, Springfield Ohio 45504 (the "Premises");
- b. Homefull's right to use the Premises also includes right of ingress and egress across the entire Premises;
- c. The Premises consists of 3.80 Acres, and is depicted more accurately in "Attachment A" to this Lease.

### **3. Term**

- a. The Term of this Lease is for one (1) year, beginning on \_\_\_\_\_, the "Effective Date" and concluding on \_\_\_\_\_.
- b. This Lease may be extended by agreement of the Parties pursuant to Section 23 below.

### **4. Financial Utilization Requirements**

- a. Homefull and the City will work cooperatively to utilize state, local, federal and private dollars to assist in funding for this endeavor.

**5. Restricted, Permitted Use and Scope of Services**

- a. The Premises shall be used for the following specific purposes (the “Permitted Uses”) and shall not be used for any other purpose without first obtaining the written consent of the City:
  - i. Non-Congregate Shelter;
  - ii. Emergency Shelter;
  - iii. Transitional Housing;
  - iv. Other purposes consistent with the shelter and transition of displaced individuals and families as determined appropriate by the Parties.
- b. The Scope of Services, ARTICLE 1 – PROJECT of the SUBRECIPIENT AGREEMENT – AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, OHIO AND HOMEFULL FOR SUPPORTIVE SERVICES AND OPERATION OF AN EMERGENCY SHELTER shall further depict the requirements for Permitted Uses under this Lease.
- c. This Lease does not include nor permit any restrictions or utilizations of the restaurant facility located at the front of the Premises.

**6. Signs and Advertising, Community Outreach**

- a. Homefull may advertise, erect, display and pursue outreach programs that indicate access and requirements for shelter within the scope of the Permitted Uses;
- b. Homefull shall seek the City’s permission prior to use of any City of Springfield, Ohio trademarks or logos;
- c. Homefull shall meet with local neighborhood advisory groups at least twice a year at a time and place determined by Homefull to address any concerns or issues brought by any community partners or neighborhood partners.
- d. Furthermore, Homefull must implement a “good neighbor” policy to promote a positive relationship with business and community members in the area.

**7. Improvements**

- a. The Parties will work cooperatively utilizing federal and state grant dollars to implement necessary improvements to assist in the utilizing of the Premises for the Permitted Uses;
- b. The Parties agree that after exhaustion of state and federal funds permitted as pass through transactions through the City, that Homefull will pursue and exhaust all methods at their disposal for additional grant dollars for any necessary improvements for the Premises;
- c. The City may make any improvements or alterations to the Premises at any reasonable time by giving notice to Homefull pursuant to the Lease requirements.

- d. Homefull shall not make any alterations or improvements for the Term of this Lease, nor any extensions, without first providing the City with written detailed plans and specifications. The City must approve in writing the improvements proposed. (City will not unreasonably withhold approval).
- e. Homefull shall not permit any liens on to arise from any work performed on proposed improvements.

**8. Indemnification**

*Homefull shall indemnify, defend and save harmless the City from and against all liability, judgments, claims, demands, suits, actions, losses, penalties, fines, damages, costs and expenses, including attorneys' fees, of any kind or nature whatsoever, due to or arising out of or from any breach, violation or non-performance of any covenant, condition, provision or agreement in this Lease set forth and contained on the part of Homefull to be fulfilled, kept, observed and performed, and claims of every kind or nature, arising out of the use and occupation of the Premises by Homefull, including, without limitation, any damage to property occasioned by or arising from the use and occupation thereof by Homefull or by any invitee or individual assignee of Homefull, any injury to any person or person, including death resulting at any time, occurring in or about the Premises or the sidewalks in front of the same or adjacent to.*

**9. Insurance Requirements**

- a. Homefull shall obtain and keep in full force and effect a Commercial General Liability policy in an amount not less than Two Million Dollars (\$2,000,000.00) with the City listed as additional insured;
- b. Homefull shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in an amount not less than Two Million Dollars (\$2,000,000.00) but not Lessee's fixtures, equipment or tenant improvements in an amount not to exceed the full replacement value thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief.
- c. Homefull shall further obtain Sexual Abuse and Molestation insurance coverage, whether as included in the Commercial General Liability policy or separate policy, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with the City listed as additional insured;
- d. Homefull shall maintain Worker's Compensation coverage and provide a copy of these certificates for the City to maintain;

- e. Homefull shall maintain an Umbrella Policy of One Million Dollars (\$1,000,000.00) with the City listed as additional insured;
- f. Homefull agrees to waive all subrogation rights against the City, it's boards, agencies, departments, employees, elected officials, volunteers, officers and agents arising from Homefull's use or occupation of the Premises, or operations, including but not limited to the Permitted Uses of the Premises by Homefull, their contractors or subcontractors;
- g. Proof of such coverage will be provided to the City upon execution of this Lease, as well as anytime requested by the City.
- h. Lapse or failure to maintain this insurance requirement will be considered a material breach of this Lease.
- i. Homefull agrees to provide the City with the following in regards to these insurance requirements;
  - a. Certificates of Insurance with the City listed as additional insured, and the required endorsements thereon;
  - b. Waiver of Subrogation endorsements as it pertains to Worker's Compensation.

**10. Compliance with Applicable Law**

- a. Homefull shall comply with all applicable provisions of Local, State and Federal laws, including but not limited to the guidelines and restrictions on operation of this type of facility in order to qualify for federal grant dollars, as well as ensuring Homefull as an entity maintains and continues compliance for funding sources capable of assisting in financial contributions for this type of endeavor;
- b. Homefull will ensure that all upgrades, modifications or alterations completed on the Premises comply with all applicable local, state and federal laws, including but not limited to the American with Disabilities Act.
- c. If any standards of the Premises are not in compliance with OSHA, ADA or other applicable regulations or building requirements, the Parties will address the alteration and modification of those deficiencies outside of this Lease.

**11. Utilities**

- a. Homefull will be responsible for all transitioning and maintain all utilizes on the Premises in their business name, this includes but is not limited to:
  - a. Electricity;
  - b. Gas;

- c. Trash Removal;
- d. Cable or Internet Services;
- e. Phone Services;
- b. Homefull is further responsible for any technology services provided on the Premises, including but not limited to door access locks and security monitoring.
- c. The City, through ownership of the Premises, will maintain water and sewer services provided through the City's municipal services for the Premises.

**12. Janitorial Services**

- a. Homefull shall obtain and provide all janitorial services and supplies serving the Premises;
- b. Homefull shall additionally provide adequate trash removal bins for individual rooms and supplies necessary for adequate hygiene and janitorial requirements.

**13. Repairs and Maintenance**

- a. Homefull shall operate and maintain the Premises in the condition necessary for the full operation and function of the Permitted Uses, and in accordance with the Scope of Services Attachment.
- b. Homefull shall be required to contract with a property maintenance organization(s), subject to City approval, for everyday operations, upkeep and maintenance necessary to operate the Premises for the Permitted Uses.

**14. Entry onto Premises**

- a. The City may enter upon the Premises at all reasonable times to examine the condition thereof, and for purposes of ensuring provisions of this Lease are in accordance with the Permitted Uses and Scope of Services Attachment;
- b. The City warrants that entry onto the Premises shall not interfere with the operations of the Premises;
- c. City will reach out and attempt contact with Homefull prior to entry onto Premises to indicate a time and manner of entry.

**15. Discrimination**

- a. In the hiring of employees, Homefull and any person or corporation acting on Homefull's behalf, shall not, by reason of race, religion, color, ancestry, national origin, sex, or sexual orientation discriminate against any person;
- b. In the providing of services outlined in the Permitted Uses and Scope of Services Attachment, Homefull and any person or corporation acting on Homefull's behalf, shall not by reason of race,

religion, color, ancestry, national origin, sex, or sexual orientation discriminate against any person

**16. Assignment and Subletting Prohibited**

- a. Homefull may not assign this Lease, or any interest therein, and may not sublet the Premises, or any part thereof, or any right or privilege appurtenant without prior written consent of the City;
- b. Homefull may partner with local entities to reserve or operate specific block rooms in cooperation with the City, which will require separate assurances and agreement.

**17. Partnership with Placement Agencies**

- a. The Parties shall work in cooperation with local entities utilizing the voucher program needing placement of displaced individuals or families for placement at the Premises in accordance with the Permitted Uses and Scope of Services Attachment.
- b. In accordance with Section 16 above, the Parties are permitted to work with local entities in ensuring adequate space and management of the Premises can be maintained via assistance with operation processes through Homefull.

**18. Waiver**

A waiver of any default or breach in the performance of any of the covenants, terms or conditions of this Lease shall not constitute or be deemed a waiver of any subsequent or other default or breach.

**19. Default or Breach**

- a. City shall provide 30 days written notice to cure for any breach of the requirements of this Lease;
- b. Homefull must cure said default within 30 days or provide written explanation and request for modification of terms;
- c. The City may terminate this lease if a material breach of the provisions of this Lease are not rectified to the City's satisfaction following a 30 day period after notice of breach has been provided.

**20. Removal of Property**

- a. Homefull shall maintain all property on the Premises allocated by the City for the purposes of implementing the Permitted Uses and Scope of Services Attachment;
- b. Homefull shall not sell or dispose of any property on the Premises without first obtaining prior written consent of the City;
- c. Any property that Homefull obtains for the furtherance or the implementation of the Permitted Uses or Scope of Services Attachment shall be the property of Homefull;

- d. Any property that the City obtains for the furtherance or the implementation of the Permitted Uses or Scope of Services Attachment shall be the property of the City;

**21. Premises Safety and Security Services**

- a. Homefull shall be responsible for implementing reasonable safety and security measures for the protection of staff and occupants of the facility under the Permitted Uses, such services shall include, but not be limited to:
  - a. Security guard or security contract;
  - b. Screening process for admitting displaced individuals into the Premises;
  - c. Animal control policies for required service animals.
- b. If Homefull seeks to enter into a security contract with a local law enforcement entity or a private security company, the City shall have the ability to first review over the proposed agreement and organization to ensure adequate liabilities are protected on the City's behalf.

**22. Entire Understanding and Agreement**

- a. This Lease represents the entire understanding of the Parties and supersedes any previous written or oral agreements regarding the Premises or Permitted Uses;
- b. In the event of any conflict between the terms of this Lease and any other agreement, the terms of this Lease shall control.

**23. Lease Modification or Extension**

This Lease may be terminated, extended or amended in writing by the mutual consent of the Parties.

**24. Severability**

If any term, covenant, condition or provision of this Lease is found by a court of competent jurisdiction, or a regulatory body pertaining to compliance in funding to be invalid or unenforceable, the remainder of the provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated provided the primary purpose of this Lease is not materially impaired.

**25. Gender and Number**

For the purposes of this Lease, whenever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural shall include the singular, wherever context so requires.

**26. Headings**

Section headings in this Lease are for the convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Lease.

**27. Notices and Payments**

The following entities should be contacted via electronic contact for notices or required payments under this Lease:

To the City of Springfield		To Homefull	
<u>For Notice:</u>	The City of Springfield, Ohio 76 E. High St., Springfield, OH 45504 c/o Community Development Department Logan Cobbs lcobbs@springfieldohio.gov	<u>For Notice:</u>	Tina Patterson Executive Director 2621 Dryden Rd., Suite 302, Moraine, OH 45439 tinap@homefull.org
<u>For Payment:</u>	City of Springfield, Ohio Finance Department keviston@springfieldohio.gov	<u>For Payment:</u>	Tina Patterson tinap@homefull.org

**28. Attachments**

All attachments included on this Lease are, for the purposes of this Lease, considered rewritten in full in any section referencing their attachment.

**29. Signatures**

The Parties, by affixing their signature below, attest that they have the adequate authority to enter into this Lease and are capable of binding their respective entity.

Approved as to form Jill N. Allen, Law Director	The City of Springfield, Ohio
By: Jason T. Irick, Assistant Law Director	Bryan Heck, City Manager
(Finance Stamp)	Homefull  Tina Patterson, Chief Executive Officer

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