

LEAD INITIATIVE PROGRAM AGREEMENT

This Lead Initiative Program Agreement (the "Agreement") is made and entered into by and between _____ (hereinafter referred to as the "Partner") and the **Ohio Housing Finance Agency** (hereinafter referred to as "OHFA") as of the last date entered into below.

BACKGROUND INFORMATION

A. On October 17, 2019, OHFA and the Ohio Department of Health (ODH) entered into an Interagency Agreement for the purpose of establishing and implementing the Lead Initiative Demolition Program (the "Program") as set forth in that Interagency Agreement with ODH Contract Number 38989 (the "Interagency Agreement").

B. In accordance with that Interagency Agreement, OHFA has been granted \$231,250.00 in each of the next fiscal years to assist in the costs associated with properties subject to a lead hazard control order that will be demolished by various local entities in accordance with the Lead Initiative Program Guidelines dated October 16, 2019 (the "Guidelines"), which are not attached hereto but which are incorporated herein by reference.

C. OHFA has further determined that the Trumbull County Land Reutilization Corporation has substantial prior experience performing lead demolition activities, and OHFA will be including these requirements into this Program as referenced at www.leadshadedemo.org and referred to as the "Trumbull Protocol" as set forth in Exhibit A. (The Guidelines and the Trumbull Protocol shall be referred to collectively as the "Guidelines" for the purposes of this Agreement and the requirements for the administration of this Program.

C. Partner will proceed to demolish residential properties identified by ODH as suitable for demolition under this Program (the "Property or Properties") and in accordance with the Guidelines, and has provided appropriate documentation to OHFA to document the demolition has occurred in accordance with the Guidelines.

D. This Agreement shall set forth the terms that will govern the disbursement of Funds to Partner upon completion of the demolition work and submission of appropriate documentation.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Funding Purpose. This Agreement is meant to obligate and disburse funds in amounts of \$25,000.00 per Property (the "Funds") to Partner for the demolition of a Property in accordance with the Guidelines. All of the Properties will already be approved and set forth in a list approved by ODH. Partner shall proceed to demolish those identified Properties and will submit documentation to OHFA setting forth the work performed. OHFA will only reimburse for eligible expenses as outlined in the Guidelines and never more than the actual expense as supported by valid documentation.

2. Total Allocation. The total allocation of Funds under this Agreement shall not exceed _____. This Agreement contemplates the ability for Partner to submit multiple requests to be reimbursed for demolition of the Properties as they are demolished.

3. Use of Funds. The Funds may be used for the sole and express purpose of reimbursing Partner for the costs associated with the demolition of the Properties approved by ODH. Partner shall have undertaken and completed the demolition of each Property in accordance with the Guidelines, which are not attached hereto but which are incorporated herein by reference.

4. Completion of Demolition of Properties. Funds shall not be released until Partner completes all demolition activity for a Property and submits to OHFA a reimbursement/disbursement request as outlined in the Guidelines.

5. Payment of Funds.

(a) Request for Payment. Partner shall submit to OHFA a Disbursement Request via the Allita system for review and approval of payment for work performed under this Agreement and shall include all necessary documentation as outlined in the Guidelines. All expenses to be paid or reimbursed with the Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Partner for each Property. OHFA may request, and Partner shall submit to OHFA, such additional documentation as may be necessary or useful to substantiate a reimbursement/disbursement request. In the event of a complete or partial denial of a reimbursement/disbursement request, OHFA shall notify Partner in writing, including a statement of specific reasons for such denial, and Partner shall have an opportunity to re-submit the request with additional information responsive to the reason for denial. OHFA shall use reasonable efforts to issue a notice of denial, in whole or in part, within thirty (30) days after receipt of a reimbursement/disbursement request from Partner.

(b) Payment of the Funds. Partner shall adhere to the procedures set forth in the Guidelines with regard to requests for payment of the Funds. OHFA shall review and process all submitted reimbursement requests within thirty (30) days of receipt from Partner and shall disburse the Funds as soon as practicable.

6. Conditions. Partner shall undertake the activities in accordance with the Guidelines. The parties agree that the Guidelines are deemed to be the guidelines for the authorized basis of payment under this Agreement. This provision is not intended to restrict any other terms and conditions set forth in this Agreement.

7. Term. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on the signed contract date, and all activities under this Agreement shall be completed no later than June 30, 2020, "End Date" on which date this Agreement shall expire. All requests for reimbursement must be submitted by June 1, 2020.

8. Completion Deadline. Partner shall complete the demolition of all Properties not later than June 1, 2020. If Partner anticipates that a Property will not be completed by June 1,

2020, Partner shall request an extension of time. It will be within the sole discretion of OHFA to grant or deny such extension of time.

9. Reporting.

(a). Final Performance and Financial Report. Partner shall submit a Final Performance and Financial Report to OHFA describing the use of the Funds during the term of this Agreement, the impact of the Program on the Partner's Target Areas, the outcome achieved from the expenditure of the Funds, and a brief narrative of the overall success of the Program including any known land reutilization, economic and environmental benefits and what difference did it make in the community. Partners will match Target Areas to the corresponding U.S. Census Tracts that underlie them and provide data as prescribed by OHFA in the report forms. Optional data that OHFA encourages Partners to track on a Target Area level include building permits and infrastructure investments made during the project period should also be included where possible. The final report form is available on the OHFA's website and shall be submitted to OHFA by March 31, 2021.

(b) Additional Information. Partner shall provide to OHFA any additional reports or information relating to the Program as OHFA may from time to time reasonably request.

10. Records, Access and Maintenance. Partner shall establish and maintain all such records generated and related to the work performed under this Agreement, as are required by OHFA, including but not limited to, financial reports, intake and participant information, and all other relevant information. The parties further agree that records required by OHFA with respect to any questioned costs, audit disallowances, litigation or dispute between OHFA and Partner shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason OHFA shall require a review of the records related to the Property, Partner shall, at its own cost and expense, segregate all such records related to the Property from its other records of operation.

11. Property and Equipment Purchases. All items purchased by Partner from the Funds granted herein are and shall remain the property of Partner unless Partner defaults in the performance of the terms and conditions of this Agreement. If Partner defaults in the performance of the terms and conditions of this Agreement, all property and equipment purchased by Partner with any funds herein granted shall revert to OHFA. Partner shall provide for the security and safekeeping of all items obtained through this Agreement.

12. Audits and Inspections. At any time during normal business hours upon reasonable notice and as often as OHFA may deem necessary and in such a manner as not to unreasonably interfere with the normal business operations, Partner shall make available to OHFA , for examination, and to appropriate state or federal agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit OHFA or any agents to audit, examine and make excerpts or transcripts from such records.

13. Default. Partner shall be in default of this Agreement if Partner fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice from OHFA. During the thirty-day cure period, Partner shall incur only those obligations or expenditures pre-approved by OHFA that are necessary to

enable Partner to continue its operations and achieve compliance with the terms and conditions of this Agreement.

14. Remedies. Following a default by Partner, OHFA may exercise one or more of the following remedies:

(a) Discontinue Disbursements. If the Funds have not been fully disbursed, OHFA may terminate any and all of OHFA's obligations under this Agreement, including the obligation to make further disbursements of Funds.

(b) Demand Repayment of Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, OHFA may demand repayment of the Funds improperly expended. Partner shall not be required to repay an amount that exceeds the Funds disbursed to Partner.

(c) Other Legal Remedies. Pursue any other legal or equitable remedies OHFA may have under this Agreement or applicable law.

(d) Remedies Cumulative. No remedy provided to OHFA under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by OHFA in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by OHFA to be expedient.

(e) Effects of Default. Within sixty (60) days after termination of this Agreement following any default, Partner shall provide OHFA with a final report setting forth the total expenditure of the Funds by Partner and the status of each Property at the time of termination. The final report shall be signed and certified. This reporting obligation shall survive the termination of the Agreement.

15. Public Records. Partner acknowledges that this Agreement and other records in the possession or control of OHFA regarding each Property are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.

16. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Partner of its obligations under this Agreement, either express or implied, shall be construed as a waiver by OHFA of any of its rights hereunder.

17. Equal Employment Opportunity. In performing this Agreement, Partner shall not discriminate against any employee, applicant for employment or other person because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Partner will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Partner shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

18. Conflict of Interest. No personnel of Partner, any subcontractor of Partner, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to OHFA in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless OHFA determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

19. Indemnification. Partner and the OHFA each agree to be responsible for any personal injury or property damages caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction or as the parties may otherwise mutually agree. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

20. Adherence to State and Federal Laws, Regulations. Partner agrees to comply with all applicable federal, state, and local laws in the performance of this Agreement. Partner accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Partner on the performance of the work authorized by this Agreement.

21. Outstanding Liabilities. Partner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

22. Falsification of Information. Partner affirmatively covenants that it has made no false statements to OHFA in the process of obtaining this grant of Funds. If Partner has knowingly made a false statement to OHFA to obtain this grant of Funds, Partner shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six months.

23. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

(b) Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction, in Franklin County, Ohio.

(c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1). In case of Partner, to:

2.) In case of OHFA, to:

Neighborhood Initiative Program Manager
Ohio Housing Finance Agency
57 East Main Street
Columbus, Ohio 43215

(f) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to this Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

(g) Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Partner without the prior express written consent of OHFA. Any assignment or delegation not consented to may be deemed void by the OHFA.

IN WITNESS WHEREOF, the parties hereto have executed this Lead Initiative Program Agreement as of the last date set forth below.

PARTNER:

OHFA:

Ohio Housing Finance Agency

By: _____

By: _____

Title: _____

Sean Thomas
Executive Director

Date: _____

Date: _____