



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

December 22, 2009

TO: Dave Ruller
City Manager

FROM: Gary Locke
Community Development Director

RE: Information Concerning University-Community Liaison Position

Attached please find a copy of the current draft of the proposed job description for the University – Community Liaison position. City staff, in conjunction with representatives at Kent State University have been working over the past several months to develop this job description. It has been developed to a point where it needs to be shared with members of City Council and to have them provide direction on whether the City and the University should continue forward with this effort.

The proposed position would involve the creation of a position to be funded jointly by Kent State University and the City of Kent on a trial basis over a two year period. The funding and implementation of this position is a collaborative effort between the two entities in an effort to develop programs and avenues of communications with students and residents in some of the City's more predominantly mixed rental-owner neighborhoods. In addition to providing more effective communications and outreach to these groups, the position would also help to resolve conflicts between the groups that arise from time to time.

The proposed position is consistent with the Neighborhood Enhancement Program that staff presented to Council this past spring (2009) and would serve as an excellent way to begin to implement some of the elements of that program which included resident engagement, communication and organization, as well as education and outreach. Within the two year trial period we hope to be able to see what progress can be made and whether the position can effectively address some of the issues facing the community.

Initial discussions of the position have suggested that the cost of the position, shared on a 50/50 basis with the community would cost the City around \$20,000 per year for each of the two years, however the actual budget still needs to be fine tuned.

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University-Community Liaison Position
December 22, 2009

The position would be hired through the University. While the person holding this position would interact with a number of City and University staff, they would primarily report to myself and to Mr. Greg Jarvie, Associate Vice President and Dean of Students. For the City's part, this collaboration will allow us to make sure that the position is working in tandem with the rest of our code enforcement program, efforts in law enforcement and neighborhood planning. For the university and student's part, the position should help to transition students into off-campus housing and help educate them on expectations that they and others may have in regard to being good residents.

Should Council authorize moving forward, we can finalize details and a budget and bring the whole package back to Council for formal approval hopefully in February. Ideally, the position would be advertised by the University shortly thereafter and be filled in the spring of 2010.

Cc: William Lillich, Director of Public Safety
Liz Zorc, Human Resources Manager
Bridget Susel, Grants and Neighborhood Programs Administrator
file

UNIVERSITY - COMMUNITY LIAISON
A COLLABORATIVE EFFORT BETWEEN KENT STATE UNIVERSITY
AND THE CITY OF KENT

JOB DESCRIPTION

RESPONSIBILITY

Under the general supervision of the Associate Vice President & Dean of Students (Kent State University) and the Director of Community Development (City of Kent), the University-Community Liaison (UCL) works in a variety of ways to promote positive relationships between students and non-students residing in City of Kent neighborhoods. The UCL helps to implement collaborative efforts between the City and KSU including communications, programs, and regular interaction with students and residents. Occasional evenings and weekends required.

The ideal candidate will be a self-starter that is comfortable working with diverse people (with at times divergent interests) on a wide range of neighborhood issues. It is critically important that the candidate have the ability to remain objective and respectful of stakeholders' opinions at all times. On occasion the candidate may need to facilitate actions to reduce tension between stakeholder groups so the candidate must have proven listening skills, good judgment and an effective approach to negotiation.

The majority of the candidate's work will be performed independently so the candidate must be able to plan and execute their daily work activities, hold themselves accountable and demonstrate progress towards the achievement of the goals of this new position. The candidate should value variability in work activities and be able to anticipate rather than just react to neighborhood concerns.

This is an exciting opportunity for a candidate to take a leadership role in shaping and refining the new position to best meet the needs of Kent's neighborhoods and set a new direction in town/gown relations. The candidate should have a strong sense of optimism of what is possible and be enthusiastic about improving the lives of residents and students that share a neighborhood that they both call home.

The candidate will be representing the City of Kent and Kent State University and must uphold the highest standards of integrity and ethical behavior.

POSITION TERMS

The full time contract position is proposed for a two year trial period with an evaluation of the employee and the position during and at the end of each year. The position will be hired on a contract basis with Kent State University (as defined by the City of Kent-Kent State University Agreement). As a contract employee for the University the position will not be eligible for benefits.

TYPICAL TASKS

1. Develops and implements events and programs to create positive relationships by educating, supporting, and assisting Kent State University students and City of Kent non-student residents. Assists in writing grants to support these programs.

2. Creates, develops, implements, evaluates and provides coordination of outreach programs to students and non-student residents about rights, expectations, and obligations of living in the City of Kent community.
3. Provides outreach assistance for the dissemination of information for new residents moving off-campus and into the community including:
 - Disseminating information about city codes and their enforcement
 - Disseminating information about Landlord/Tenant rights and responsibilities including occupancy ordinances and other rules regarding safety and upkeep of housing units
 - Providing a personal point of contact for residents and students in the neighborhood to make inquiries and requests
 - Convening small group meetings for information exchange
 - Identifying issues that are a source of neighborhood misunderstanding
 - Working with neighborhood stakeholders to improve communication and responsible citizenship
 - Making referrals to relevant assistance agencies and organizations
 - Promoting understanding of local ordinances regarding noise, nuisance and disruptive behaviors.
4. Coordinates collaboratively in the creation of programs for students and non-student residents:
 - Acts as point of contact in resolving student/non-student resident controversies.
 - Acts as a conduit to establish direct relationships with students and non-student residents in relevant neighborhoods.
 - Maintains a direct relationship with public safety agencies.
 - Works with property owners/managers on issues associated with code enforcement, parking, neighbor relations, and local ordinances.
5. Stays knowledgeable of landlord/tenant issues and resources available on campus and in the community.
6. Able to guide residents to services available from local public agencies (social services, legal assistance, City programs and university programs where appropriate).
7. Assists in development and maintenance of printed and electronic media (web based) information.
8. Assists in developing program evaluation systems for outcome measurements and benchmarks; modifies and develops programs to improve services to meet community needs.
9. Carries out additional projects as directed by the Community Development Director and the Associate Vice President & Dean of Students of Kent State University.

UNIVERSITY – COMMUNITY LIAISON
Kent State University and the City of Kent

ESSENTIAL FUNCTIONS

1. Has interpersonal communication skills and independent judgment sufficient to create and maintain positive relationships between Kent State University students, faculty, City of Kent residents, employees and safety forces.
2. Ability and experience in developing and implementing programs designed to improve community relations.
3. Grant writing experience; especially tied to the development and implementation of programs designed to improve community relations.
4. Has language and computer skills to develop and create reports, bulletins, flyers or other informational literature as needed.
5. Maintains knowledge of the City of Kent’s codes regarding student housing off campus.
6. Maintains knowledge of the City of Kent’s nuisance regulations and noise violation ordinances to help guide compliance with students in off campus housing.
7. Maintains knowledge of Kent State University codes or regulations regarding students living off campus, and KSU services available for those students.
8. Maintains knowledge of landlord/tenant resource guide, and services to residents available from public agencies (social services, legal assistance, City programs).
9. Able to assist in developing program evaluation systems for outcome measurements and benchmarks. Able to modify and develop programs to improve services to meet community needs.
10. Able to work some weekends or evenings if required.
11. Maintains records and files related to UCL activities and program oversight.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Minimum Qualifications:

1. Bachelor's Degree in Student Affairs/Higher Education, Counseling, Psychology, Public Administration/Policy, Conflict Management/Resolution or related field.
2. Experience in program planning, implementation, and evaluation that specifically relates to community building/organizing is desired.
3. Effective communication skills.
4. Strong interpersonal skills.

Additional Desired Qualifications:

1. Experience working with diverse populations.
2. Understanding of a university setting and/or a municipal government.
3. Public relations and marketing skills.
4. Mediation, conflict resolution, and/or counseling experience.

The City of Kent and Kent State University provide equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, national origin, age, disability, marital status, amnesty or military status in accordance with applicable federal, state and local laws.

The job description does not constitute an employment contract and is subject to change as the needs of the employer and requirements of the job change.

University–Community Liaison

Class Code	Salary Grade	Position Group	FLSA	Status	Date Issued	Date Revised	Pages
UAJ__	4	3C	Exempt	Unclassified			1 of 2

BASIC FUNCTION: To promote positive relationships between students and non-students residing in City of Kent neighborhoods, as well as assisting in developing and implementing collaborative efforts between the City and Kent State University, including communications, programs and regular interaction with students and residents.

EXAMPLES OF DUTIES/ESSENTIAL FUNCTIONS: Duties/essential functions may include, but not be limited to, the following:

- Develops events and programs which strengthen relationships between Kent State University students and City of Kent non-student residents through education, support and other appropriate forms of assistance.
- Collaborates with grant writer to secure funds.
- Creates, develops, implements, evaluates and provides coordination of outreach programs to student and non-student residents about rights, expectations, and obligations of living in the City of Kent community.
- Provides outreach assistance and dissemination of information for new residents moving off-campus and into the community regarding:
 - City codes and their enforcement
 - Landlord/tenant rights and responsibilities including occupancy ordinances and other rules regarding safety and upkeep of housing units.
 - Improving neighborhood communication and responsible citizenship
 - Promoting understanding of local ordinances regarding noise, nuisance and disruptive behaviors.
- Coordinates collaboratively in the creation of programs for students and non-student residents by:
 - Serving as point of contact in resolving student/non-student resident issues.
 - Acting as a conduit to establish direct relationships with students and non-student residents in applicable neighborhoods.
 - Maintaining a direct and effective working relationship with local public safety agencies.
 - Working with property owners/managers on issues associated with code enforcement, landlord/tenant rights, parking, neighbor relations, and local ordinances.
- Guides residents to services available from local public agencies (e.g., social services, legal assistance, City programs).
- Assists in development and maintenance of printed and electronic media (web based) information.
- Assists in developing program evaluation systems for outcomes assessment and benchmarks; modifies and develops programs to improve services to more effectively meet community needs and strengthen university-community relations.
- Performs additional duties, assignments, and projects as directed by the Community Development Director and the Associate Vice President and Dean of Students.

MINIMUM QUALIFICATIONS:

Bachelor's degree in Psychology, Communication, Conflict Management Resolution or related field. One year experience in program planning, implementation and evaluation that specifically relates to community building/organizing to include experience in mediation, conflict resolution, and/or counseling.

Knowledge Of:

- Program planning as it relates to community building/organizing. *
- Evaluation systems for outcome measurements and benchmarks. *

University-Community Liaison

Class Code	Salary Grade	Position Group	FLSA	Status	Date Issued	Date Revised	Pages
UAJ__	4	3C	Exempt	Unclassified			2 of 2

Skill In:

- Interpersonal and written communication and exercising independent judgment sufficient to create and maintain positive relationships among Kent State University students, faculty, staff, City of Kent residents, employees and safety forces.
- Computer applications to develop and create reports, bulletins, flyers and/or other informational literature as needed, including proficiency in Microsoft Office applications. *
- Public relations and marketing.
- Conflict resolution and mediation. *

Ability To:

- Ability to apply city regulations to specific situations.
- Assist in developing program evaluation systems for outcome assessments and benchmarks. *
- Maintain records and files related to University-Community Liaison activities and program oversight.
- Work a flexible schedule including occasional weekends and evenings.
- Manage projects.
- Work with diverse populations.
- Work independently.

Assessments: Asterisk (*) indicates knowledge, skills, abilities which require assessments.

License/Certification: Not applicable.

Desirable Qualifications: Knowledge of City of Kent's codes regarding student housing off campus, nuisance regulations and noise violation ordinances, landlord/tenant resource guidelines and available services to residents from public agencies

Physical Requirements: Light work-Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently to move objects. Incumbent must be able to communicate with others. Incumbent may be required to travel from building to building frequently and off campus occasionally.

Diversity Statement: Kent State University is committed to the creation and nurturing of a diverse community of individuals through inclusive excellence. Diversity involves recognizing the value of differences and the inclusion of all members of the community including those that experience discrimination or under representation. This is a core value of the organization as we strive for a culturally diverse student body, faculty and staff that reflect the multicultural nature of Ohio, the nation, and our world and bring unique strengths and abilities which contribute to our pursuit of Excellence in Action.

The intent of this description is to illustrate the types of duties and responsibilities that will be required of positions given this title and should not be interpreted to describe all the specific duties and responsibilities that may be required in any particular position. Directly related experience/education beyond the minimum stated may be substituted where appropriate at the discretion of the Appointing Authority. Kent State University reserves the right to revise or change job duties, job hours, and responsibilities.

FILE:
SOURCE: Draft Job Description
ANALYST: VV and WM
DEPARTMENTAL AUTHORIZATION: Gosky/Jarvie



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT



December 17, 2009

TO: Dave Ruller
City Manager

FROM: Gary Locke
Community Development Director *GL*

RE: Council Ordinance to Allow Extension
OF CHIP RLF Agreement with Ohio Department of Development

It is time for the City to renew its Housing Revolving Loan Fund Administration Agreement with the Ohio Department of Development. The previous agreement was executed and became effective on January 1, 2007 and expires December 31, 2009. This agreement is required by the Ohio Department of Development and governs the City's use and maintenance of the CHIP RLF funds.

The new agreement is similar in form to the previous agreement and requires Council's approval by ordinance. A copy of the draft agreement is attached for reference. I have also included a copy of the 2007 Ordinance for reference.

If this item could be presented to Council for their consideration on January 6, 2010 in committee and on January 20, 2010 for adoption, that would be very much appreciated. No public hearing is required for this action. If there are any questions, please let me know.

Cc: James Silver, Law Director
Linda Copley, Clerk of Council
Bridget Susel, Grants and Neighborhood Programs Coordinator
CHIP RLF Agreement File

H:\New Files\CMCORRES\2009\CHIP RLF AGREEMENT ORDINANCE REQUEST.DOC

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the _____, located at _____ with F.T.I. Number: FTI _____ (the "Grantee"), and shall be effective beginning **January 1, 2010** (the "Effective Date") and terminate **December 31, 2012** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Housing and Community Partnerships ("OHCP"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas served by the Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on _____, _____ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Revolving Loan Fund Capitalization. Grantee shall deposit any and all housing related Program Income, as defined herein, derived from CDBG Community Housing Improvement Program ("CHIP") and HOME funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Housing Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG CHIP and/or HOME Program funds. Furthermore, the Housing Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OHCP's Housing Program Income General Guidelines and Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

2. RLF Plan and Use of Funds. Grantee has adopted a Community Housing Improvement Strategy (CHIS) and a copy of the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor in the OHCP Housing Program Manual. The policy and procedures manual must include any designated administrative agent, an

established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OHCP's Housing Program Income General Guidelines and Instructions and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

3. Reporting Requirements. Grantee shall submit Housing Semi-Annual Program Income Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 Housing Semi-Annual Program Income Report of each year. The Housing Semi-Annual Program Income Report shall include information for all housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

4. Compliance with General CDBG and HOME Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

5. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

6. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the HOME program labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

7. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

8. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of the provision of a housing related direct benefit for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG or HOME National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project. Costs for projects that do not meet a national objective must be charged to administration.

9. Suspension and Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the Housing RLF at any time for failure of the Grantee or its designated administrative agent to administer the local Housing RLF in compliance with the OHCP Housing Program Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the Housing RLF. Failure to accurately report on the Housing RLF Funds could result in Grantor placing the Housing RLF Funds on hold or recapturing the Housing RLF Funds. Grantor also reserves the right to request the Housing RLF Funds be returned to the State of Ohio upon failure to comply with the OHCP Housing Program Manual and the Local Policy and Procedures Manual.

10. Subrecipient Agreements. Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the Housing RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the Housing RLF Funds, it is the responsibility of the Grantee to notify OHCP within fifteen days of any change in status of the designated administrative agent.

11. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 19f herein. At least sixty (60) days prior to the Termination

Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to administer the Housing RLF, have the Grantee close out the Housing RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the Housing RLF Funds.

12. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a Housing RLF as set forth in the OHCP Housing Program Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 9 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Housing RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

13. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the Housing RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

14. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

15. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

16. Adherence to State and Federal Laws and Regulations.

a. General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement. Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the performance of the work authorized by this Agreement.

b. Ethics. In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

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

18. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33 by providing Grantor a completed certification attesting that it does not provide material assistance to any organization on the United States Department of State exclusion list.

19. 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 the case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In the case of the Grantee, to:

(Insert Contact and Address)

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 the Agreement. Should the parties consent to modification of the Agreement, and 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, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day and year set forth below.

GRANTEE:

GRANTOR:

(Grantee Name)

State of Ohio
Department of Development

Lisa Patt-McDaniel
Director
Ohio Department of Development

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE NO. 2007- 24

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT FROM JANUARY 1, 2007 THROUGH DECEMBER 31, 2009 FOR THE ADMINISTRATION OF A HOUSING REVOLVING LOAN FUND, AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio Department of Development, Office of Housing and Community Partnerships administers the federal HOME Investment Partnerships (HOME) Program for the State of Ohio; and

WHEREAS, the City of Kent has been determined to be an eligible recipient of HOME funds;

WHEREAS, the City of Kent has been awarded HOME funds from the State of Ohio Department of Development for use to finance eligible activities that may generate program income as defined;

WHEREAS, the City of Kent is permitted to establish the Housing Revolving Loan Fund to improve the affordable housing stock in the City, and to provide for the housing needs of low- and moderate-income persons through the Housing Revolving Loan Fund; and

WHEREAS, time is of the essence for execution of this Agreement so that the City of Kent may begin receiving funds.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That the City Manager, or his designee, be and is hereby authorized to enter into an agreement with the State of Ohio Department of Development from January 1, 2007 through December 31, 2009. for the administration of a Housing Revolving Loan Fund, said agreement is attached hereto as "Exhibit A" and hereby approved by this Council.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 03-31-2007
DATE

John Fender
MAYOR & PRESIDENT OF COUNCIL

ATTEST: Justin M. Corley
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2007 24 was duly enacted this 31 day of Mar, 2007, by the Council of the City of Kent, Ohio.

Justin M. Corley
CLERK OF COUNCIL