

**PROGRAM GRANT SUBRECIPIENT AGREEMENT**

**American Rescue Plan Act (ARPA) – State and Local Fiscal Recovery Funds  
(Public Health and Economic Response – Home Repair)**

<b>Grantee</b>					
<b>Grantee/Subrecipient:</b>	County of Summit, Ohio	Grant No.:	SC202____ -		
Program Site Address:	Various Sites in Akron				
City:	Akron	State:	Ohio	Zip:	Multiple
Effective Date:	05/1/2024	Program Commencement Date:	No later than 6/1/2024		
Grant Funds:	\$3,300,000	End Date:	6/30/2026		
Grant Fund Amount:	Initial Disbursement:	100% paid upfront	Federal Award Date: May 11, 2021		
	Total:	\$3,300,000			
Grantee's Unique Entity Identifier	LC31RFXJNRM7_____	CFDA/Assistance Listing Number	21.027		
<b>Program Contact</b>					
Grantee Contact:	Holly Miller	Title:	Assistant Director Department of Community and Economic Development		
Address:	175 S. Main Street, Room 207				
City:	Akron	State:	Ohio	Zip:	44308
E-Mail:	hmiller@summitoh.net				
Phone Number:	330-643-8013	Fax Number:			

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **City of Akron** (“**Grantor**”) and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with qualified home repair construction projects located in certain qualified census tracts in the City or owned by very low income (below 80% of the AMI) residents (the “**Program Sites**”), and which projects consist of repairs which are further described in the “**Scope of Work**,” attached as Exhibit I, which is further incorporated by reference (the “**Program**”).

## RECITALS

- A. The President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic on March 13, 2020. On March 9, 2020, pursuant to Section 5119.36 of the Ohio Revised Code, the Governor of Ohio issued Executive Order 2020-23D, declaring a State of Emergency in the State of Ohio as a result of the outbreak of COVID-19. On March 13, 2020, Mayor Daniel Horrigan declared a state of emergency in the City of Akron. The United States Congress passed landmark relief legislation to address the ongoing health and economic crisis. The American Rescue Plan Act of 2021 (H.R. 1319, 117th Congress), was signed into law on March 11, 2021 (the “**ARPA**”). Pursuant to a grant agreement dated May 11, 2021 with the City, the ARPA funds will provide significant relief funding to deal with the COVID-19 pandemic (the “**Rescue Plan Funds**”).
- B. The Grantor desires to use the Rescue Plan Funds to advance these goals and objectives of ARPA.
- C. The Rescue Plan Funds will provide funds for capital expenditures that support an eligible COVID-19 public health and economic response by creating a home repair program for low-income residents primarily in certain qualified census tracts.
- D. The use of Rescue Plan Funds to support these construction projects are presumed to be eligible under the Final Rules in the Code of Federal Regulations (“**CFR**”) released by U.S. Treasury on January 6, 2022 (see 31 CFR 35.6(b)(3)(ii)(A)(i)).
- E. The Grantor seeks to maximize value of the Rescue Plan Funds to respond to the negative economic impacts of the public health emergency for purposes including providing assistance to households and individuals for home repairs or weatherization.
- F. Grantee confirms that no work being funded pursuant to this Agreement was performed prior to the effective date of the ARPA.
- G. The Grantee is acting as a sub-recipient, with the purpose of carrying out a portion of the City’s ARPA award and Grantee acknowledges this creates a Federal assistance relationship with the sub-recipient. As set forth in more detail in the Scope of Work, Grantee will implement the Program and will work with the factual information provided by the City to determine who is eligible to receive what Federal assistance. The Grantee will measure performance based on meeting the ARPA objectives. The Grantee acknowledges that it is responsible for programmatic decision making and for ensuring Federal requirements outlined are followed.

**NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN AND THE RECITALS SET FORTH ABOVE, WHICH ARE HEREBY INCORPORATED AS IF SET FORTH BELOW, GRANTOR AND GRANTEE AGREE AS FOLLOWS:**

**1. Program Funding.**

- (a) ARPA Funds Grant. Under the terms set forth herein, Grantor hereby grants to Grantee funds in the aggregate amount of \$3,300,000 for the Program (the “**Grant Funds**”).
- (b) Revision of Budget and Program Plans 2 CFR 200.308. Grantee is required, among other things, to obtain City approval for budget and Program scope revisions.
- (c) Use of Funds. Grantee shall use funds solely for the activities as described in this Agreement.

(d) **Objectives.** All relief activities funded with ARPA funds must be in response to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and its negative economic impacts including assistance to households.

(e) **Budget or Funding Reductions.** Grantee acknowledges that Grantor is subject to budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's current or anticipated funding levels for the Rescue Plan Fund be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds in a manner corresponding to the reduction of Grant Funds and such notice shall result in this Agreement being amended and the amount of Grant Funds herein being reduced pursuant to such notice without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided that Grantor permits a corresponding reduction in expenditures and/or commitments outlined on Exhibit I of this Agreement.

(f) **Subsequent Increase.** In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties that shall be reflected in a separate signed amendment comporting with Section 14(e) of this Agreement.

(g) Pursuant to 2 CFR 200.414 (Indirect (F&A) Costs), Grantee may charge a *de minimis* rate of 10% of the modified total direct costs for its services under this Agreement. No documentation is required to justify the 10% *de minimis* indirect cost rate.

**2. Payment of Grant Funds.** Grantor shall provide a disbursement of Grant Funds of \$3,300,000 to assist Grantee with initial Program costs before the Effective Date. As part of the requirements for funding under this Agreement, the Grantee agrees and acknowledges that any agreements it enters into with any other entity related to the Program shall include a provision which: (i) fully and explicitly incorporates this Agreement by reference, including all of its requirements, ARPA and Rescue Plan Fund requirements, and all associated exhibits and addendums (collectively, the "**Contracting Requirements**"), and (ii) requires any such entity to meet, and abide by, all such Contracting Requirements. Grantee acknowledges all transactions must comply with the purchasing policies and procedures, and all rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and U.S. Department of Treasury guidelines, policies or directives as may become applicable at any time.

Program progress may be delayed until satisfactorily detailed reports and accompanying source documents as detailed in this Agreement have been received and verified. In addition to the other rights and remedies set forth herein, payment may be withheld during the period of performance if Grantee: (a) has failed to comply with the program objectives, Federal statutes, regulations or the terms and conditions of the Federal award; (b) is delinquent in a debt to the United States as defined in OMB Guidance A-129 Policies for Federal Credit Programs and Non-Tax Receivables, or (c) is withholding related contractor payment to assure satisfactory completion of work. At the discretion of Grantor, a payment will be made when Grantee actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work. These payment terms apply to Grantee's payment of contractors and subcontractors.

**3. Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to pay and/or disburse the Grant Funds. Grantor shall also have no obligation to disburse Grant Funds in excess of \$3,300,000. If Grant Funds have been paid to Grantee and Grantor determines that Grantee or any of Grantee's contractors, subcontractors, or agents have not performed in accordance with, or abided by, the terms and conditions of this

Agreement, then Grantee shall return such expended Grant Funds within thirty (30) days after written demand by Grantor. In the event that Grantee affirmatively abandons the Program, Grantor shall have no further obligation whatsoever under this Agreement and Grantee shall immediately repay Grantor unexpended Grant Funds received by Grantee under this Agreement.

#### **4. Agreement Deadlines and Term.**

(a) **Program Completion.** Grantee shall complete or cause completion of the Program not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Program will not be completed by the End Date, Grantee must request an extension of time to complete the Program at least sixty (60) days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny any such request for an extension of time.

(b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the “**Term**”), provided, however, that Grantee, after the end of the Term, will still be required pursuant to this Agreement to (i) complete all reporting requirements, including submitting a Closeout Report and final Annual Report (as defined herein), (ii) perform record maintenance requirements and make such records available, in accordance with Sections 8(a), (b) and (c), and (iii) be subject to the remedies and obligations set forth in Sections 10 and 11. The Term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of Grant Funds or other ARPA assets.

(c) **Termination for Convenience.** Grantor may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to the Grantee (“**Termination for Convenience**”), and the Grantee may suspend or terminate this Agreement immediately after delivery of written notice to the Grantee if the Grantor: (a) discovers any illegal conduct on the part of Grantee; (b) discovers any violation of conflict of interest and ethics laws; (c) discovers any violation of other applicable law; or (d) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Grantee. In the event of Termination for Convenience, the Grantee will be entitled to reasonable compensation for the work delivered to that date. Properly expended funds for program work will not be returned.

**5. Additional Program Requirements.** The Grantee agrees to comply with the requirements of ARPA, including Subtitle M, Section 603 and Section 200 of Title 2, including but not limited to the ARPA provisions set forth on Exhibits I and II, as applicable, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements or any reasonably equivalent procedures and requirements that may be prescribed. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between parties. The Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Grantee is an independent contractor. Pursuant to 2 CFR 200.113, the Grantee must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Federal award. Grantee is required to report certain civil, criminal, and administrative proceedings to SAM (defined below). Failure to make required disclosures can result in any of the remedial activities described in 2 CFR 200.339 including suspension or debarment. The Grantee shall release the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee’s performance or nonperformance of the services or subject matter called for in this Agreement. The Grantee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. Failure to meet any Program schedules submitted by Grantee, or set forth in this Agreement, may result in termination of this Agreement at the sole discretion of Grantor. Grantee will require all contractor, sub-contractors, and other entities working on the Program and/or receiving any portion of the

Grant Funds to contractually adhere to the terms of this Agreement, including the terms and conditions of all exhibits and addendums.

Additional Federal regulations which may be applicable and are incorporated herein include: Universal Identifier and System for Award Management (SAM), 2 CFR Part 25; reporting subaward and executive compensation information, 2 CFR Part 170; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180; and recipient integrity and performance matters, 2 CFR Part 200, Appendix XII to Part 200.

## 6. Non-Discrimination.

(a) Hiring Goal. In addition to any ARPA obligations, Grantee agrees to use best efforts to utilize local minority and female-owned businesses and businesses or labor to complete this Program.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status or any other factor specified in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights, as may be applicable. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, veteran status or ancestry. Grantee shall ensure that the work described in Exhibit I, or any other related commitment under this Agreement, is completed in accordance with the terms and provisions of Section 34.03 of the Codified Ordinances of the City of Akron, Ohio regarding public contracts as if the same were fully rewritten in this Agreement. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Program (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors, for any part of such work, incorporate such requirements in all subcontracts for such work.

(c) Additional Non-Discrimination Provisions. To the extent applicable, Grantee will comply with The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

## 7. Reporting.

(a) Performance Reports. Grantee shall submit to Grantor Quarterly Reports and an Annual Report in the format reasonably required by Grantor (respectively, the "**Quarterly Reports**" and the "**Annual Report**"). Each Quarterly Report will provide an update on the Program and construction progress during that period in narrative form, together with such information as Grantor requests. The Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Program. Quarterly Reports and Annual Reports shall be submitted by Grantee for each quarter or year (or part of a year) during which this Agreement is in effect and each Quarterly Report shall be received by Grantor no later than fifteen days following the end of the calendar months March, June, September, and December and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.

(b) Closeout Report. Within sixty (60) days after the Program is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the “**Closeout Report**”) in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Program; (ii) the amount of Grant Funds being returned; (iii) a summary of the impact the Grant Funds had on the operations of Grantee and/or the community nearby; and (iv) any additional information the Grantor may reasonably request regarding the Program.

(c) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to execute binding agreements on behalf of Grantee shall certify by his/her/their signature on each Annual Report or Closeout Report that the information reported by Grantee is true, complete, and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense payable or reimbursable from the Grant Funds.

(d) Remedy. Performance reports are essential for Grantor’s effective administration of this grant. If Grantee fails to submit any Monthly Report, Annual Report or Closeout Report, and such breach continues uncured for more than thirty (30) days after notice, Grantor may exercise its remedies under Section 10(b).

## **8. Records Maintenance and Access**

(a) Maintenance of Records. Grantee shall establish and maintain for at least five (5) years after the End Date or any earlier termination date its records regarding Grantee’s performance of this Agreement, including, but not limited to, any records or supporting documentation related reports submitted by Grantee pursuant to Section 7(a) of this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than two (2) days prior written notice, Grantee shall make available to Grantor and its agents all books and records regarding this Agreement, the Grant Funds, and the Program which are in the possession or control of Grantee. Grantor and its agents may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal operations of Grantee. Grantee acknowledges and agrees that all rights under this Section, including the right to inspect and copy, extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee’s other records of operation.

(c) Audit Activities. To the extent applicable, an audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in 2 CFR 200 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the auditor’s report(s) or nine months after the end of the audit period. Grantee’s staff and all parties involved with the project(s) shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor’s monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed in Section 7. As directed by Grantor, all activities associated with this Agreement will be subject to fiscal and compliance audits in accordance with 2 CFR 200, as amended by 2 CFR 910; and Generally Accepted Auditing Standards.

## **9. 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 and the work on, and/or completion of, the Program as long

as Grantee has any obligation under this Agreement. Without limiting the generality of such obligation and as applicable, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Program, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Conflict of Interest. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c). Grantee must disclose in writing to City or Treasury, as appropriate, any potential conflict of interest affecting the Grant Funds in accordance with 2 CFR § 200.112. No personnel of Grantee, contractor of Grantee, or personnel or any other agent of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his/her/their participation in any such action would not be contrary to the public interest.

(c) Additional Representations and Warranties. Grantee represents and warrants to Grantor that entering into and performance by Grantee of this Agreement and the execution and delivery of all instruments required under this Agreement have been duly authorized by all necessary action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Grantee.

(d) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of soliciting and/or obtaining the award of Grant Funds.

(e) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Program are/may be public records under ORC § 149.43 and, if so, the same are open to public inspection unless a legal exemption applies.

## **10. Default and Remedies.**

(a) Default. Grantee shall be in default of this Agreement if Grantee 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 (a "**Default Notice**") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue to achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following non-exclusive remedies:

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

- (ii) Demand Repayment of Grant Funds. If Grantee fails to complete or cause the completion of the Program as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of unexpended Grant Funds. Grantee shall not be required to refund Grant Funds in an amount that exceeds the unexpended Grant Funds received by Grantee.
- (iii) Determine Grantee Ineligible for Future Awards. Grantor may determine that, due to Grantee's breach of this Agreement, that Grantee will be ineligible for future ARPA awards.
- (iv) Other Legal Remedies. Grantor may pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor 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 Grantor to be expedient.

(d) Early Termination. Grantor may also terminate this Agreement if Grantee: (i) defaults under another agreement between the Grantor and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy under any section of Title 11 of the United States Code, (iv) an involuntary bankruptcy action occurs against Grantee under any section of Title 11 of the United States Code, which remains undismissed or unstayed for 60 days, (v) voluntarily or involuntarily becomes the subject of an insolvency proceeding under applicable state law, or (vi) has ceased operations. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.

**11. 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 or its agents, to the extent permitted by law, in connection with the activities of this Agreement. Grantee releases Grantor and each official and employee thereof (collectively with Grantor, the "**Released Parties**" and each a "**Released Party**") from, agrees that the Released Parties shall not be liable for, and releases each Released Party from all liabilities, obligations, damages, costs and expenses (including without limitation, reasonable attorneys' fees) asserted against, imposed upon or incurred by a Released Party (each a "**Liability**") arising out of or in connection with or resulting from the execution, delivery and performance of this Agreement, the consummation of the transactions provided for herein and contemplated hereby and all activities undertaken by the Grantor or its agents pursuant to this Agreement or in furtherance of the Program, including without limitation, any environmental claim or any claim arising out of said projects. Nothing in this Agreement shall be construed as creating any legal relationship between the Grantor and any person performing services or supplying any equipment, materials, goods, or supplies to Grantee sufficient to impose upon the Grantor any obligation hereunder. The Grantee shall be responsible for Grantee's use or application of the Grant Funds.



**12. Grantee Certifications and Assurances.**

Grantee hereby certifies:

(a) Eligibility. Grantee confirms that the Program is eligible under the Act and that no work being paid or reimbursed pursuant to this Agreement was performed prior to the ARPA effective date.

(b) Drug-Free Workplace. Grantee complies with the Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.

(c) Accounting System. The accounting systems used by Grantee are in accordance with generally accepted accounting standards; 2 Code of Federal Regulations (CFR) 200 and applicable appendices, as amended by 2 CFR 910; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. In accordance with Section 8, Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon request.

(d) Insurance Coverage. Grantee is and shall remain throughout the term of this Agreement insured by a surety or fidelity insurance to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement or shall maintain its self-insured equivalent. Upon the request of Grantor, which may be made at any time during the Term of this Agreement, Grantee must file with Grantor a Certification of Fidelity Bonding and Collateral Security of Deposits in the form reasonably prescribed by Grantor.

**13. Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

**If to Grantor:**

City of Akron  
Attn: Deputy Director Public Service  
166 South High Street, 2<sup>nd</sup> Floor  
Akron, Ohio 44308

And

Director of Law  
City of Akron  
172 South Broadway Street, Suite 200  
Akron, Ohio 44308

**If to Grantee:**

To the Grantee Contact and Address as set forth on page one of this Agreement.

#### **14. 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, its validity, construction, effect and performance.
- (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Summit County, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Summit County, Ohio.
- (c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (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) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) Pronouns. The use of any gender pronoun, whether used in the masculine, feminine, or gender neutral, shall be deemed to include all 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 used in construing this Agreement.
- (i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor. Any purported assignment not made in accordance with this paragraph shall be void.
- (j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- (k) Survival. Any provision of this Agreement, which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, sections 7, 8, 10 and 11 and any indemnification obligation or other obligation stated herein as surviving, shall so survive and continue after the Term of this Agreement and survive any termination and shall benefit the parties and their respective successors and permitted assigns.

(l) Counterpart Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(m) Force Majeure. Any delay in the performance of any of the duties or obligations of either party (the “**Delayed Party**”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party’s performance obligation for the duration of the event, but does not excuse it. “**Force Majeure Event**” means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; epidemic or pandemic; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Program or over a party’s operations. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible.

(n) Program Sign(s). Grantee shall place a sign on each Program Site, at Grantee’s cost, acknowledging the Grantor’s role in the Program.

(o) Contractor Agreement. Grantee shall enter into construction agreements with the contractor/contractors selected for the Program, which selection shall follow the procurement processes required by 2 CFR 200 (an overview of which is included in the Scope of Work). Grantee will ensure that all selected contractors agree to abide by all of the terms and conditions of this Agreement, regardless of what work is performed by said contractors.

(p) Further Assurances. Upon request, Grantee agrees (i) to furnish Grantor such further information, (ii) to execute and deliver to Grantor such other documents, and (iii) to do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

(q) Media. Grantee agrees that it will not make any social media, blog, press releases, grant interviews, or make any other public communications, including marketing materials, client lists, or for other commercial purposes (including selling Grantor’s data or information), regarding the Program or this Agreement, without the prior written consent of Grantor.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**Grantee:**

**Grantor:**

**County of Summit, Ohio**

**City of Akron, Ohio**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and correctness:

---

Brian Harnak  
Director of Law and Risk Management

Approved as to form and correctness:

---

Brian T. Angeloni,  
Deputy Director of Law  
City of Akron, Ohio

## DIRECTOR OF FINANCE CERTIFICATION

I hereby certify, that payment will be made on invoices issued to the City of Akron under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement authorized by Ordinance No.\_\_\_\_\_.

\_\_\_\_\_  
 Stephen F. Fricker  
 Director of Finance

Must be completed by Department/Division:

Supplier:			
Contract Project Name:			
Mailing Address:		Supplier EIN:	
Contract Type:		Supplier DUNS:	
Originating Division:	<b>OID</b>		
Contact Person:		330-375-XXXX	Ext. xxxx

Contract Budget Amount:	\$		Workday Grant Number	
Contract Term:			Grant No. (Matrix ID)	

WorkDay Encumbrance Distribution (by year)

Year	2024	2025	2026	Total
Amount to Encumber:	<b>\$3,300,000</b>			<b>\$3,300,000</b>
Fund	<b>F22440</b>			
Cost Center	<b>CC170852</b>			
Spend Category				
Program				
Event				
Project				

To be completed by the Accounting Division:

Contract Number: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT I

### Scope of Work

#### OVERVIEW OF PROGRAM

The Akron home repair program is aimed at helping those who are hardest hit by the impacts of a pandemic. To qualify for the home repairs, applicants must be the homeowner and live in the home. Residents who live inside the qualified census tract (“QCT”) must have a medium household income at or below 80% of the area’s median income. Residents who live outside the QCT, must have an income at or below 80% of the area median income. Residents also must be current on their property taxes, as well as state and local income taxes, or be current on an approved payment plan for delinquent taxes for at least six-months consecutive payments and payment of the next half due prior to submitting their application for eligible repairs. Applicants must have current homeowners insurance.

The Grantor will support the Grantee’s administration of the Program by providing QCT and income eligibility to Grantee to permit Grantee to select applicants receiving home repairs.

Grantee is expected to cause work on the houses to begin in summer of 2024 and will use its best efforts to complete eligible repairs to 300 homes by Program end.

Grantee will expend no more than \$25,000 per unit.

Under the Program, qualified Akron residents can receive aid for work including repairs to:

#### PRIMARY

Roofs/gutters/downspouts  
Interior electrical wiring  
Plumbing  
HVAC  
Porches (if at risk of structural collapse)  
ADA Accessibility

#### SECONDARY

Windows and doors  
Siding/paint

#### SCOPE OF SERVICE

##### A. Activities

The Grantee (also referred to herein as the “**Subrecipient**”) will be responsible for administering the Akron ARPA Home Repair Program in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds. Such Program will abide by the terms and conditions outlined in the attached proposal, and shall broadly include the following activities eligible under the ARPA program:

1. Procure contractors to perform home repair services.
2. Match eligible applicants with home repair services contractors.
3. Oversee the performance of the home repair services.
4. Administer the funding of the Program, including procuring lien releases from contractors upon completion of work.
5. Measure performance based on meeting objectives of Program.
6. Make all programmatic decisions.
7. Ensure Federal requirements outlined in the award are followed.
8. Account for all uses of the Federal funds to carry out the Program.

9. Timely report to the Grantor (City).
10. Complete SHPO report for each unit built over 50 years ago
11. Place a property card code of AKRONARPA on the property care upon completion of work
12. Pay contractors upon completion of work, applicable permits finalized and quality control inspection (QCI) completed by County staff prior to contractor payment

**B. Levels of Accomplishment – Goals and Performance Measures**

The Grantee agrees to provide the work and services as more fully defined in the attached proposal, which includes the following:

<u>Activity</u>	<u>Delivery Date</u>
ARPA Home Repair Program	Beginning as soon as possible and ending when all Grant Funds have been used or no later than June 30, 2026, whichever comes first.

**C. Staffing**

Grantee agrees to allocate the necessary staff and time required to carry out each ARPA funded activity in a timely manner, as described in the attached proposal.

Any changes in the key personnel assigned or their general responsibilities under these projects should be discussed with the Grantee immediately.

**D. Performance Monitoring**

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

The Subrecipient must identify in its accounts all Federal awards received and expended and the Federal programs under which they were received. These records must contain information pertaining to awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation

The Subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

The City's Subrecipient Monitoring Policy is attached as Exhibit III to the Agreement.

**E. Real Property, Equipment (2 CFR 200.313) and Supplies (2 CFR 200.314)**

The Grantee is not authorized to acquire real property or equipment under this Agreement. Supplies means all tangible personal property other than those described in 200.313. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the Grantee for financial statement purposes or \$5,000, regardless of the length of its useful life (2 CFR 200.94).

Title to supplies will vest in the Grantee upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the Grantee must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for

its share. The amount of compensation must be computed in the manner described for equipment 200.313 paragraph (e) (2).

## F. Procurement Standards

The Grantee must comply with its purchasing policy and all Procurement Standards as described in 2 CFR 200 Subpart D, which include, but are not limited to:

### 1. General Procurement Procedures 200.318

**Written Procurement Procedures:** The Grantee must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and the standards identified in this part. These procedures must ensure that all solicitations:

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not contain features which unduly restrict competition.
- Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

**Contractor Oversight:** Subrecipient must maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

**Conflicts of Interest:** Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

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

**Unnecessary or Duplicative Items:** The Subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

**Fostering Economy:** Subrecipient is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and service; use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

**Documentation:** Subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.



**Time and Materials:** The Subrecipient may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

**Subrecipient Responsibility:** The Subrecipient alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements including source evaluation, protests, disputes, and claims.

## 2. Competition 200.319

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

## 3. Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms 200.321

Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring prime contractor, if subcontracts are to be let, to take the affirmative actions listed.

## 4. Contract Cost and Price 200.324. Applies when procurement actions are taken in excess of the City's simplified acquisition threshold (\$50,000) including contract modifications.

## 5. U.S. Treasury or City Review 200.325

The Subrecipient must make available, upon request, technical specifications on proposed procurements where the U.S. Treasury or the City believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the Subrecipient desires to have the review accomplished after a solicitation has been development, the U.S. Treasury or the City may still review the specifications.

## 6. Bonding

The Subrecipient shall comply with the bonding requirements of 2 CFR 200.326 for construction contracts or subcontracts. The Subrecipient shall follow its own requirements relating to

construction bid guarantees, performance bonds, and payment bonds *unless* the construction contract or subcontract exceeds the City's simplified acquisition threshold of \$50,000. For those contracts or subcontracts exceeding \$50,000, U.S. Treasury may accept the bonding policy and requirements of the recipient, provided the City has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

**A bid guarantee from each bidder equivalent to five percent of the bid price.** The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required with the time specified.

**A performance bond on the part of the contractor for 100 percent of the contract price.** A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**A payment bond on the part of the contractor for 100 percent of the contract price.** A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223.

#### G. COST PRINCIPLES 2 CFR 200 SUBPART E

The Subrecipient shall administer the Program in conformance with 2 CFR 200 Subpart E-Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

Pursuant to 2 CFR 200.414 (Indirect (F&A) Costs), Grantee may charge a *de minimis* rate of 10% of modified total direct costs. No documentation is required to justify the 10% *de minimis* indirect cost rate. As described in 2 CFR § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

## EXHIBIT II

### City of Akron – American Rescue Plan Act (ARPA) Agreement Addendum

**Notice:** The Agreement to which this addendum is attached is made using federal assistance provided to the City of Akron by the U.S. Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the grantee (“Grantee”), as a beneficiary and counterparty of the City of Akron, including but not limited to the applicable requirements set forth in the City of Akron’s U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions signed on May 11, 2021 (copy available upon request); as well as ARPA and its implementing regulations as established by the Treasury Department.

**1. Equal Opportunity.** Grantee shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Minority and Women Business Enterprises (if applicable to this Contract). Grantee hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*.

**2. Suspension and Debarment. (applies to all purchases.)**

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Grantee is required to verify that none of Grantee’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Grantee must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Akron. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Grantee agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)**

Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Grantee shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal

award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**\*Purchases over \$100,000 - contractors must sign the certification on the last page of this addendum\***

**4. Access to Records. (applies to all purchases.)**

(A) The Grantee agrees to provide the City of Akron, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Grantee agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Grantee agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

**5. Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Grantor in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

(A) The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Grantee agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Akron and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Grantee is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;  
(2) Extend or renew a contract to procure or obtain; or  
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**9. Buy USA - Domestic Preference for certain procurements using federal funds.** Grantee should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**10. Energy Efficiency.** The Grantee shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**11. Procurement of Recovered Materials: (applies only if the work involves the use of materials)**

(A) In the performance of this contract, the Grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Grantee also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**12. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award (assistance listing) number 21.027 awarded to the City of Akron by the U.S. Department of the Treasury."

**13. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

**14. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

### **31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING**

**LOBBYING** The undersigned certifies, to the best of their knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

1. 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, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language 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 contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

[GRANTEE]

\_\_\_\_\_  
Signature of Contractor's authorized official

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name of person signing above)

## EXHIBIT III

### SUBRECIPIENT MONITORING POLICY

#### **POLICY:**

The purpose of this policy is to provide guidance regarding local oversight responsibilities for administration of federal and state funding. City of Akron will monitor each subrecipient in order to provide reasonable assurance that subrecipients are complying, in all material respects, with laws, regulations, and applicable federal award provisions.

#### **I. PROCEDURE SUMMARY**

This procedure sets the standards that govern the performance of City of Akron officers, employees, and agents engaged in monitoring subrecipients of the City's federal awards. Federal requirements will apply unless City or state requirements are more restrictive.

#### **II. PROCEDURE STEPS**

The City is responsible for continuous monitoring of its contractually funded subrecipients. In addition, the City will formally monitor all subrecipients receiving state or federal funding dollars in accordance with grant requirements as required by 2 CFR Part 200.332.

The City will ensure that subrecipients are in compliance with state and federal guidance while using federal funds to achieve the outcomes and deliverables of the program under which they are funded. The City will use the following guidance:

1. The City will include the following information to the subrecipient in the form of a subaward.
  - a. Federal award identification (CFDA number)
  - b. Subrecipient name
  - c. Subrecipient's unique entity identifier
  - d. Federal Award Date
  - e. Subaward Period of Performance Start and End Date
  - f. Amount of the federal Funds passed-through to the subrecipient
  - g. Project description
  - h. All requirements imposed by the City on the subrecipient so the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.
2. The City will evaluate each subrecipient's risk of non-compliance with federal statutes, regulations, and the terms and conditions incorporated in the contract. Determining risk factors include, but are not limited to:
  - a. Subrecipient's prior experience with similar contracts'
  - b. Results of prior audits and/or monitoring and the extent to which the same or similar contract has been reviewed; and,
  - c. Whether the subrecipient has new personnel or new or substantially changed systems.



3. The City will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The City's monitoring of the subrecipient must include:
  - a. Reviewing financial and performance reports required by the City.
  - b. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
  - c. Providing subrecipients with training and technical assistance on program-related matters; and
  - d. Performing on-site reviews of the subrecipient's program operations.
4. The City will take prompt and appropriate corrective action upon becoming aware of any evidence of violation of federal guidelines, associated regulations, state provisions, City policy and/or subrecipient agreement

### **III. RESPONSIBILITIES**

City of Akron [Department Heads] have final authority and oversight of Subrecipient Monitoring policies and procedures for their department. However, City of Akron [Department Heads] may assign any department member with the responsibility of the policy and procedure, quality service monitoring and outcome measures.

### **IV. IMPLEMENTATION PLAN FOR POLICY STATEMENT**

Immediately.

### **V. ASSOCIATED INFORMATION/FORMS**

- Federal Uniform Guidance (UG)
- Code of federal Regulations, §200.331 through §200.333

### **VI. PREVAILING WAGE**

- Satisfy prevailing wage regulations, to extent required.