

AGREEMENT

**COUNTY OF SUMMIT, OHIO
AND
WESTERN RESERVE COMMUNITY FUND, INC.**

FOR THE

MINORITY CONTRACTORS CAPITAL ASSISTANCE PROGRAM

THIS AGREEMENT is effective **June 1, 2020** for the Community Development Block Grant (hereinafter called “CDBG”) Program by and between the **County of Summit, Ohio** (“Grantor”) and the **Western Reserve Community Fund, Inc.** a non-profit corporation (“Grantee”) existing under the laws of the State of Ohio and whose address is: 47 N. Main St., Suite 407, Akron, OH 44308 pursuant to Resolution Number **2020-133** of the County of Summit Council, for the costs associated with the Summit County COVID-19 Small Business Emergency Relief Grant Program in an amount not to exceed **One Hundred Twenty-Five Thousand No/100 Dollars (\$125,000.00)**.

WHEREAS, the Grantor has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, (12 United States Code (“USC”) §§ 1701j-2, 1701l-1, 1701z-5, 1701z-6, 1715z-9 to 1715z-11, 1735f-3 to 1735f-5; 20 USC § 803; 42 USC §§ 1437, 1437a to 1437j, 1439, 1440, 1490e, 1490f, 4104a, 5301 to 5321, 5401 to 5426); and

WHEREAS, the Grantor wishes to engage the Grantee to assist the grantor in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering and completing the **CDBG-funded program: MINORITY CONTRACTORS CAPITAL ASSISTANCE PROGRAM**, (hereinafter the “Project”) in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds.

The Grantee hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing the above-mentioned activities as described in the **Scope of Services**, which is attached hereto as **Exhibit A** and incorporated by reference, and made a part of this Agreement as if fully rewritten herein. Changes in the **Scope of Services** may be requested from time to time by either the Grantor or the Grantee and shall be incorporated into written amendments to this Agreement.

General Administration of the Project:

The Grantee will be responsible for the general administration of the Project.

B. National Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG Program National Objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; and 3) meet other community development needs having a particular urgency as defined in Title 24, Section 570.208 of the Code of Federal Regulations (“C.F.R.”), as amended.

This project will satisfy the CDBG Program National Objective checked below:

- Benefit to low- and moderate-income (LMI) persons through the provision of an activity belonging to the category checked below:
 - Area Benefit
 - Benefit to Limited Clientele
 - Housing Benefit
 - Job Creation or Retention

OR

- Aid in the prevention or elimination of slums or blight through the provision of an activity belonging to the category checked below:
 - Area Basis
 - Spot Basis
 - Urban Renewal

OR

- Meets a need having a particular urgency through the provision of:

C. Performance Measures Objectives and Outcomes

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG Program Performance Measure Objectives: 1) create a suitable living environment; 2) provide decent affordable housing; and 3) create economic opportunities; and meet one or more of the CDBG Program Performance Outcomes: (1) availability/accessibility; (2) affordability; or (3) sustainability as defined in 24 C.F.R. § 91.220, as amended.

The Grantee certifies that this project will meet the Performance Measurement Objective checked below if applicable:

- Provision of a suitable living environment;
- Provision of decent affordable housing; or
- Creation of economic opportunities;

And meets the following Performance Outcome checked below:

- Availability/Accessibility;
- Affordability; or
- Sustainability.

D. Staffing

N/A

E. Performance Monitoring and Technical Assistance

The Grantor will monitor the performance of the Grantee against goals and performance standards required in the Scope of Services. Substandard performance as determined by the Grantor will constitute non-compliance with this Agreement. If action to correct such substandard performance is not immediately commenced and diligently pursued by the Grantee after being notified in writing by the Grantor, the Grantor shall have the right to suspend or terminate this Agreement and recover all funds that have been misspent, applied to ineligible activities or for which no proper records documenting Grantee’s expenditures have been kept.

An on-site monitoring and/or technical assistant visit will be completed by the Grantor for all home repair, capital, facility, and/or infrastructure projects prior to the Grantor issuing final payment. On-site monitoring and/or technical assistance may occur during all phases of repairs and or improvements.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the effective date of this Agreement, the 1st day of **June, 2020** and end on the 31st day of May, 2023. The term of this Agreement and the provisions herein shall be extended at the Grantor’s sole option to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income. All activities performed under this Agreement are eligible for reimbursement if they occur after the effective date and prior to the end date of this Agreement. Any request for an extension of this Agreement shall be made in writing to the County of Summit Executive’s Department of Community and Economic Development no less than thirty (30) days prior to the end of this Agreement.

III. **BUDGET**

The budget for the activities performed under this Agreement is shown in the **Project Budget** which is attached hereto as **Exhibit B** and incorporated by reference, and made a part of this Agreement as if fully rewritten herein.

Project Reimbursement Schedule

The project reimbursement schedule for activities performed under this Agreement is detailed in the **Project Reimbursement Schedule** which is attached hereto as **Exhibit C** and incorporated by reference, and made a part of this Agreement as if fully rewritten herein. Reimbursements shall be computed on the actual costs incurred within the budget shown in the **Project Budget**. Under no circumstances will the total reimbursed exceed the documented costs for the activities described in the **Project Budget** and the **Scope of Services**.

The budgeted line items are required to be reimbursed as shown in the **Project Reimbursement Schedule**. Failure to submit an invoice by the due date may result in the recapture of funds by Grantor.

Indirect costs are ineligible. Any amendments to budget must be requested in writing by the Grantee and approved by the Grantor.

IV. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantor under this Agreement shall not exceed **\$125,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the **Project Reimbursement Schedule** and in accordance with performance. Expenses for general administration shall not be paid under this grant. All reimbursements are done in accordance with HUD Notice CPD 13-07, as amended.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 2 C.F.R. Part 200, as amended, and Office of Budget and Management (“OMB”) Circular A-110, as amended.

Requests for payments must be submitted on a quarterly basis (at a minimum) using **Attachment 1b – Request for Payment Form** and must have a completed **Attachment 1c - Beneficiary Reporting Form**, attached hereto and incorporated by reference, included with the request.

Failure to submit the required reports and/or payment request may result in the recapture of funds by the Grantor.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this Agreement shall be directed to the following representatives:

Grantor

County of Summit, Ohio
Department of Community and
Economic Development.
175 South Main Street, Room 207
Akron, Ohio 44308
Attn: Connie Krauss
Director
Phone: (330) 643-2396
Fax: (330) 643-2886
Email:ckrauss@summitoh.net

Grantee

Western Reserve Community Fund, Inc.
47 N. Main St.
Suite 407
Akron, OH 44308
Attn: Rachel Bridenstine, Executive Director
Phone: (330) 762-4776
Email:
Rachel.bridenstine@developmentfinanceauthority.org

VI. SPECIAL CONDITIONS

A. Availability of Funds

The amount paid under the provisions of this Agreement are contingent upon the availability of Federal, State, and/or other funds, specifically, CDBG funds from the U.S. Department of Housing and Urban Development (“HUD”). The Grantor will not have any liability if funds are not available.

B. Recapture of Funds

All recaptured funds will be used to finance eligible CDBG projects. Decisions concerning the commitment of these recaptured funds will be made by the CDBG Review Committee, County Executive’s Department of Community and Economic Development staff and Summit County Council.

C. Beneficiary Reporting

All Recipients, and/or Grantees of federal funds will be required to provide certain beneficiary information, using Attachment 1c - Beneficiary Reporting Form, attached hereto and incorporated by reference, before requests for payment can be processed; Grantees will be required to provide information as outlined in Attachment 1c - Beneficiary Reporting Form regarding project beneficiaries. Specific information will include, but is not limited to: race and ethnicity and income levels of persons or households directly benefiting from the services or facilities provided under this Agreement. Failure to submit the required information in a timely manner will result in payment being withheld until such information is provided.

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24, Part 570 of the C.F.R. (HUD regulations concerning CDBG grants) including Subpart K, of these regulations, as amended, except that: (1) the Grantee does not assume the Grantor’s environmental responsibilities described in 24 C.F.R. § 570.604, as amended; and (2) the Grantee does not assume the Grantor’s responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52, as amended. The Grantee also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee’s employees, agents, and contractors are under the sole direction and control of the Grantee. The Grantor shall be exempt from payment of all Unemployment Compensation, Federal Insurance Contributions Act (“FICA”) contributions, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor. The Grantor is exempt from all payments related to the Ohio Public Employee Retirement System related to this Agreement. The Grantee shall only permit services to be provided hereunder by contractors and persons/entities that are independent contractors who are not public employees for the purposes of the Ohio Public Employee Retirement System membership. If the contractors, persons/entities have 4 or fewer employees, then **all** employees must complete an OPERS Independent Contractor Acknowledgement form (PEDACKN).

C. Release

The Grantor is a governmental entity entitled to sovereign immunity as provided by Chapter 2744 of the Ohio Revised Code (“O.R.C.”). The Grantee shall release and forever discharge the Grantor from any and all expenses, costs, liabilities, claims, actions, suits, charges and judgments (including attorney’s fees and court costs) whatsoever that arise out of, or are related to, the Grantee's performance or nonperformance of the services or subject matter in this Agreement. This release and discharge provided to the Grantor hereunder will survive the termination of this Agreement.

D. Workers' Compensation

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

E. Insurance

The Grantee shall carry sufficient insurance coverage to protect assets used or created in this Agreement from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees, payments, and performance related to this Agreement in amounts equal to the amount received from the Grantor. The Grantee shall provide documentation of the appropriate insurance and bonding to the Grantor.

F. Grantor Recognition

The Grantee shall insure recognition of the role of the Grantor and Grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source as set forth in **Exhibit D**, which is attached hereto and incorporated by reference, and made a part of this Agreement as if fully rewritten herein. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Grantor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are submitted in writing at least thirty (30) days prior to the expiration of this Agreement, signed by both the Grantor and the Grantee. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantor or Grantee from its obligations under this Agreement.

The Grantor may, at its discretion, amend this Agreement to conform with Federal, State of Ohio or local governmental guidelines, policies and available funding amounts, or for other reasons.

If such amendments result in a change in the amount of funding, a material change in the Scope of Services to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Grantor and the Grantee. The Grantor will not unreasonably withhold consent.

H. Suspension or Termination

In accordance with 2 C.F.R. Part 200, as amended, the Grantor may suspend or terminate this Agreement if the Grantee materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Grantee to the Grantor reports that are incorrect or incomplete in any material respect.

In accordance with 2 C.F.R. Part 200, as amended, this Agreement may also be terminated for convenience by either the Grantor or the Grantee, in whole or in part, by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the Grantor, become the property of the Grantor, if the Grantor exercises such right, then Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination if such was called for in the Scope of Services.

The Grantor may suspend or terminate this Agreement, in whole or in part, if the Grantee materially fails to comply with any term of this Agreement, or if the Grantee fails to comply with any of the applicable laws, rules, regulations or provisions as required under this Agreement. The Grantor may declare the Grantee ineligible for any further participation in the Grantor's Agreements, in addition to other remedies as provided by law or in equity.

In the event there is probable cause to believe the Grantee is in non-compliance with any applicable laws, rules or regulations, the Grantor may withhold said Agreement funds until such time as the Grantee is found to be in compliance by the Grantor. No

waiver or delay of the Grantor in exercising any of its rights under this Agreement will constitute a waiver of any subsequent non-compliance by the Grantee.

Upon notice, the Grantor may terminate this Agreement and any such additional supplemental agreements hereafter executed, in whole or in part, and the Grantee will reimburse the Grantor immediately upon demand all of the CDBG funds provided under this Agreement if the Grantee:

- Fails to comply with any provision of this Agreement;
- Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended;
- Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of HUD has issued or shall subsequently issue during the period of this Agreement;
- Fails to comply with any applicable law, regulation, or ordinances; and/or
- Fails to complete performance in a timely manner.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 C.F.R. Part 200, as amended by 24 C.F.R. § 570.502, as amended, if the Grantee is a non-profit agency, or 2 C.F.R. Part 200, as amended, if it is a governmental or public agency and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer the Project in conformance with 2 C.F.R. Part 200, as amended, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended, or OMB Circular A-21, "Cost Principles for Educational Institutions," as amended, or OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments," as amended, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 C.F.R. § 570.506, as amended, that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to, the following:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program pursuant to 24 C.F.R. § 570.208, as amended;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 C.F.R. Part 570.502, as amended, and 2 C.F.R. Part 200, as amended;
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570, as amended;
- h. Records documenting the compensation of employees of all contractors, subcontractors and other workers engaged to perform construction activities pursuant to the performance of this Agreement.
- i. Executed contracts between contractor(s) and the Grantee; and
- j. Warranty information for the work performed by contractor(s).

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained five (5) years after all actions have been resolved.

3. Client Data

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

4. Disclosure

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

5. Property Records

The Grantee shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions.

6. Close-Outs

The Grantee's obligation to the Grantor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not be limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including program income.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the Grantor, the Grantor’s agency, their designees or the Federal Government, at any time during normal business hours, no less than once a year or as often as the Grantor or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully remedied and cleared by the Grantee within thirty (30) days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Grantee hereby agrees to have an annual agency audit conducted at the Grantee’s expense in accordance with current Grantor policy concerning Grantee audits and, as applicable, 2 C.F.R. Part 200, as amended, and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," as amended.

C. Reporting and Payment Procedures

1. Indirect Costs

Indirect costs are not eligible under this Agreement.

2. Payment Procedures

The Grantor will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and the Grantor’s policy concerning payments. Payments will be made for eligible reimbursement expenses actually incurred by the Grantee. In addition, the Grantor

reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantor on behalf of the Grantee. An on-site monitoring and/or technical assistance visit must be completed by the Grantor for all home repair, capital, facility, and/or infrastructure projects prior to the Grantor issuing reimbursement.

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

The Grantee agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601, 4602, 4604, 4605, 4621 to 4636, 4638, 4651 to 4655), as amended (“URA”), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b), as amended; (b) the requirements of 24 C.F.R. § 570.606(c), as amended, governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) (42 U.S.C. § 5304(d)) of the Housing and Community Development Act of 1974 (“HCD”), (12 U.S.C. §§ 1701j–2, 1701i–1, 1701z–5, 1701z–6, 1715z–9 to 1715z–11, 1735f–3 to 1735f–5; 20 USC § 803; 42 U.S.C. §§ 1437, 1437a to 1437j, 1439, 1440, 1490e, 1490f, 4104a, 5301 to 5321, 5401 to 5426), as amended and (c) the requirements in 24 C.F.R. § 570.606(d), as amended, governing optional relocation policies. The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

The Grantee also agrees to comply with applicable Grantor ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Grantee agrees to comply with Section 2921.45 of the Ohio Revised Code (“O.R.C.”), as amended; Section 525.13 of the Codified Ordinances of the County of Summit, Ohio, as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq.), as amended, Title VIII of the Civil Rights Act of 1968 (“Fair Housing Act,” 42 U.S.C. §§ 3601-3619, 3631) as amended; Section 104(b) (42 U.S.C. § 5304(b)) and Section 109 (42 U.S.C. § 5309) of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 (29 U.S.C. § 794) of the Rehabilitation Act of 1973 (29 U.S.C. § 701, et seq.), as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 to 12103, 12111 to 12117, 12131 to 12134, 12141 to 12150, 12161 to 12165, 12181 to 12189, 12201 to 12205, 12205a, 12206 to 12213; 47 U.S.C. § 225), as amended, the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 to 6106, 6106a, 6107), as amended; Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual-orientation, gender identity, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees that in the hiring of employees for the performance of work under this Agreement, the Grantee, its contractors, subcontractors, or any person acting on Grantee's or its contractor's or subcontractor's behalf, shall not discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which the employment relates by reason of race, creed, sex, disability, military status as defined in O.R.C. § 4112.01, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The Grantee further agrees that the Grantee, its contractors, subcontractors, or any person on Grantee's or its contractor's or subcontractor's behalf, shall not discriminate in any manner, against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

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

4. Section 504

The Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any Federally assisted program. The Grantor shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Pursuant to the Grantor’s specifications, the Grantee agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965. The Grantor shall provide Affirmative Action guidelines to the Grantee to assist in the formulation of such program. The Grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women’s Business Enterprise/Minority Business Enterprise (“WBE/MBE”)

The Grantee will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) (15 U.S.C. § 632(a)) of the Small Business Act (15 U.S.C. §§ 631 to 657, 657a, 657b, 657d to 657f, 657i to 657o, 657q to 657s), as amended, and minority and women’s business enterprise” means a business with at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians.

The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. In addition to advertising bids in local publications of general circulation, Grantees will also be required to advertise bids in local minority publications.

3. Access to Records

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

4. Notifications

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

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

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

6. Contract/Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.A., Civil Rights, and X.B., Affirmative Action of this Agreement in every contract, subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own grantees, contractors or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141 to 3148), as amended, the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 to 3708), as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to performance of this Agreement. The Grantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. § 874), as amended, and the Act's implementing regulations established by the U.S. Department of Labor, which are set forth in 29 C.F.R. Parts 3 and 5, as amended. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with

Federal requirements pursuant to the Davis-Bacon Act and adopted by the Grantor pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1, 3, 6 and 7, as amended, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

- a. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - iv. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not

subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - vii. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- b. Any communities or organizations that receive housing and community development assistance in excess of \$200,000, and will expend the money for housing rehabilitation, housing construction, or other public construction projects are subject to the rules and regulations set forth in Section 3, if they award contracts and/or subcontracts in excess of \$100,000 for the Section 3-covered activity.
- c. Contracts/Subcontracts. The Grantee will include this Section 3 clause in every contract and subcontract and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor and/or subcontractor is in violation of regulations issued by the Grantor agency. The Grantee will not contract or subcontract with any entity where it has a notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any contract or subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Contracts/Subcontracts

a. Approvals

The Grantee shall not enter into any contractors or subcontracts with any agency or individual in the performance of this Agreement without prior written notification to the Grantor.

b. Monitoring

The Grantee will monitor all contracted/subcontracted services on a regular basis to assure contract compliance. The Grantee will verify that all contractors and subcontractors are not listed on the Excluded Parties List System.

c. Content

The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed in the performance of this Agreement.

3. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act (5 U.S.C. §§ 1501 to 1508; 5 U.S.C. §§ 7321 to 7326), as amended.

4. Conflict of Interest

The Grantee agrees to abide by the provisions of 2 C.F.R. Part 200, as amended, and 24 C.F.R. 570.611, as amended, which include, but are not limited to, the following:

- a. The Grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. The Grantee covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. No member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the locality in which the program is situated, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all contracts and subcontracts for work to be performed under this Agreement, a provision prohibiting such interest pursuant to the purposes of the section.

5. Lobbying

The Grantee hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including contracts, subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Grantees shall certify and disclose accordingly; and
- d. Lobbying Certification

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

6. Copyright

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

7. Religious Organization

The Grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 C.F.R. §§ 5.109 and 570.200(j), as amended, such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements as applicable to the performance of this Agreement:

- Air Pollution Control Act (“Clean Air Act”) 42 U.S.C. § 7401, et seq., as amended;
- Federal Water Pollution Control Act (“Clean Water Act”) (33 U.S.C. § 1251, et seq., as amended, 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (“EPA”) regulations pursuant to 40 C.F.R. Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4002, 4003, 4012a, 4104 to 4107, 4128), as amended, the Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (“FEMA”) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in 54 U.S.C. §§ 300101 to 307108, as amended, and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as amended, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

This Agreement and all documents incorporated herein by reference, constitute the entire agreement, and supercede any prior contracts or agreements between the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GRANTOR:
COUNTY OF SUMMIT, OHIO

GRANTEE:
**WESTERN RESERVE COMMUNITY
FUND, INC.**

By: _____
ILENE SHAPIRO , Executive DATE

By: _____
Printed Name: RACHEL BRIDENSTINE
Title: Executive Director
Date: _____
DUNS # _____
CAGE Code # _____
EIN # _____

Approved as to form:

Deborah S. Matz, Director
Executive’s Department of Law and
Risk Management

EXHIBIT A

CDBG ECONOMIC DEVELOPMENT

SCOPE OF SERVICES AND REQUIREMENTS

Grantee: WESTERN RESERVE COMMUNITY FUND, INC.
Contract Amount: One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00)
Project: MINORITY CONTRACTORS CAPITAL ASSISTANCE PROGRAM
Services: CDBG funds will be used to create or retain jobs for low to moderate income individuals or in a low to moderate income area.

Economic Development

All assistance shall be provided based upon the guidelines set forth in the attached Program Guidelines (Attachment 1a).

The Western Reserve Community Fund, Inc. must submit a Request for Payment (Attachment 1b) once assistance has been provided to a business. All payments are completed on a reimbursement basis.

Each company assisted must complete the required Beneficiary Reporting Form (Attachment 1c) for each employee hired and/or retained as a result of the assistance provided.

SCOPE OF SERVICES	
OUTCOMES	▪ Create or retain jobs for low to moderate income individuals or in a low to moderate income area.
DEFINITIONS	▪ Low-to-Moderate Income: Family or household annual income at or below 80% of the Area Median Income, as determined annually by HUD and provided by Grantor.
INTENT OF PROJECT	Create or retain jobs for low to moderate income individuals or in a low to moderate income area.
REQUIREMENTS	
ELIGIBILITY	Business must create and/or retain jobs for individuals at 80% LMI or the business must be located in an LMA. Jobs must be located in the Summit County CDBG jurisdiction
MATCHING	At least \$250,000 in other funds - \$125,000 in additional non-federal funds from the

FUNDS	County of Summit and \$125,000 in CDBG funds from the City of Akron.
--------------	--

GRANTEE RESPONSIBILITIES	
GRANTEE SHALL:	<ol style="list-style-type: none">1. Receive and review each application, and, if appropriate, approve the applicant for participation in the program2. For program participants, review and approve project funding requests, and, if appropriate, approve project funding requests3. Process project funding payments to program participants4. Request reimbursement from CDBG funding for CDBG-eligible projects5. Maintain files for each applicant receiving assistance for a minimum of 5 years6. Maintain file for each declined application for a minimum of 1 year

EXHIBIT B

CDBG

PROJECT BUDGET

Grantee: WESTERN RESERVE COMMUNITY FUND, INC.
CDBG Agreement Amount: One Hundred Twenty-Five Thousand Dollars and No Cents
 (\$125,000)
Project Name: Minority Contractors Capital Assistance Program
Total Project Budget At least \$375,000.00

BUDGET		
CDBG Funds		\$125,000
Agency Funds		\$0
State Funds		\$0
Federal Funds (City of Akron CDBG)		\$125,000
Other		\$125,000
Non-Cash Match		\$0
	Total Budget	\$375,000
	Total Leveraged	\$250,000

EXHIBIT C

CDBG

PROJECT REIMBURSEMENT SCHEDULE

Grantee: Western Reserve Community Fund, Inc.
Agreement Amount: One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000)
Project Name: Minority Contractors Capital Assistance Program

Line Item	Maximum for June 1, 2020 through May 31, 2023	NOTE: Final Reimbursement Request due No Later than May 31, 2023
Assistance to small business in Summit County CDBG Jurisdiction to create/retain jobs for low to moderate income individuals or in a low to moderate income area.	\$125,000.00	
Total	\$125,000.00	

*All reimbursements are done in accordance with HUD Notice CPD 13-07

EXHIBIT D

SIGNAGE REQUIREMENTS



**THIS PROJECT FUNDED IN
PART WITH COMMUNITY
DEVELOPMENT BLOCK GRANTS**