

RESOLUTION NO. 2020 - 34

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION ACCEPTING A FUNDING AWARD FROM CUYAHOGA COUNTY UNDER THE 2019 COMPETITIVE MUNICIPAL BLOCK GRANT PROGRAM AND AUTHORIZING THE ENGINEER TO BEGIN THE PREPARATION OF PLANS AND SPECIFICATIONS AND TO ADVERTISE FOR BIDS FOR THE VILLAGE HALL ADA IMPROVEMENT PROJECT IN THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY

WHEREAS, on December 3, 2019, by Resolution 2019-72, Council authorized and directed the Mayor and the Village Engineer to file an application for funding to the Cuyahoga County Department of Development for the Village Hall ADA Improvement Project under the 2019 Community Development Block Grant Program; and

WHEREAS, the Cuyahoga County Department of Development has notified the Mayor and the Village Engineer that the Village of Oakwood has been awarded \$133,363.00 for the Village Hall ADA Improvement Project under the 2019 Competitive Municipal Block Grant Program which will include the construction of an ADA compliant accessible ramp and entrance doors to the Village Hall; and

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1. The Mayor is hereby authorized and directed to enter into the Agreement attached hereto and incorporated herein as Exhibit "A" and any other agreements with the Cuyahoga County Department of Development as may be necessary and appropriate for securing the grant award funds for the Village Hall ADA Improvement Project.

SECTION 2. The Village Engineer be and is hereby authorized and directed to prepare plans and specifications for the Village Hall ADA Improvement Project.

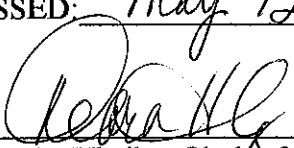
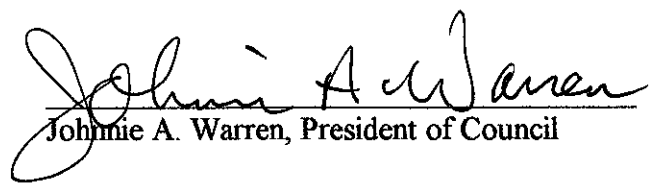
SECTION 3. The Village Engineer be and is hereby authorized and directed to advertise for bids according to law for the repairs and other work as specified in Section 1 hereof.

SECTION 4. Upon receipt of the bids, the Mayor shall provide all members of Council with a bid tabulation summary for each bidder prior to the Board of Control awarding any contract for the matters described in Section 1 hereof.

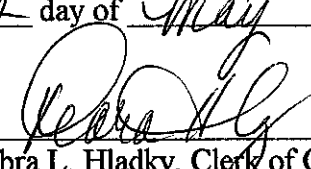
SECTION 5. Council hereby authorizes the expenditure of an aggregate amount not to exceed One Hundred Eighty Thousand Dollars (\$133,363.00) for the Village Hall ADA Improvement Project as provided in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue vouchers in the amounts and for the purposes as expressed in Section 1 hereof upon the award of contracts pursuant to Board of Control approval, said amounts to be charged to the General Fund.

SECTION 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the

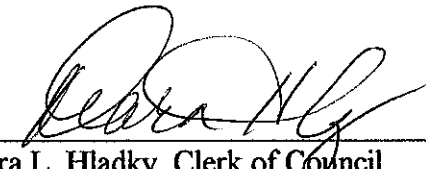
Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: May 12, 2020
Debra L. Hladky, Clerk of Council
Johnnie A. Warren, President of CouncilPresented to the
Mayor May 12, 2020Approved: May 13, 2020
Mayor, Gary V. Gottschalk

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2020-34 was duly and regularly passed by this Council at the meeting held on the 12 day of May, 2020.


Debra L. Hladky, Clerk of Council**POSTING CERTIFICATE**

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2020-34 was duly posted on the 14 day of May, 2020, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.


Debra L. Hladky, Clerk of CouncilDATED: May 14, 2020



GENERAL AGREEMENT
COMPETITIVE MUNICIPAL GRANT PROGRAM

PART I

THIS AGREEMENT ("Agreement") entered into this **1st day April, 2020**, by and between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (hereinafter referred to as the "County") and the **Village of Oakwood**, a political subdivision with principal offices located at **24800 Broadway Avenue located in Oakwood, OH 44146** (the "Sub-grantee").

WITNESSETH

WHEREAS, the County of Cuyahoga, Ohio has entered into various agreements with the United States of America providing for financial assistance to said County under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, pursuant to such agreements, said County is undertaking by and through its Department of Development certain activities (collectively "Project Activity"); and

WHEREAS, such Project Activity to be performed includes the **Village Hall ADA Improvement Project**; and

WHEREAS, the County desires to make a grant award to Sub-grantee to render certain services and assistance in connection with said Project Activity; and

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the County and the Sub-grantee agree as follows.

ITEM I - PROJECT ACTIVITY DESCRIPTION

For detailed description of the Project Activity, refer to Schedule A "Project Activity Description", attached. Amendment to the Project Activity Description shall be subject to the provisions of Part II, Section 14, Paragraph A, hereof.

ITEM II - TIME OF PERFORMANCE

- A. The Project Activity services of the Sub-grantee are to commence **April 1, 2020** and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required herein shall be completed by **March 31, 2021**.

ITEM III - COMPENSATION AND METHOD OF PAYMENT

- A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of **\$ 133,363** for all of the services provided. It is further expressly understood and agreed that in no event will the Agreement exceed any budget line item of the latest approved budget by greater than ten percent (10%) prior to receiving, in writing, a budget revision from the County authorizing the excess. In no case shall any approved budget line item excess cause the total agreed compensation and reimbursement to be exceeded.
- B. The total compensation referred to in paragraph (A) above shall be paid on a quarterly basis reimbursing the Sub-grantee for actual expenditures involved in performing the necessary work as set forth in the Project Activity Description and Budget.

ITEM IV - REPORTING

The Sub-grantee shall submit to the County on a monthly basis a progress report and a quarterly request for reimbursement. The report must include the current status of the project and milestones articulated in Sub-grantee's schedule.

The Sub-grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of the Davis-Bacon Act (40 USC 3141 et seq.) as amended, the provision of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.), the Copeland "Anti-Kickback" Act (40 USC 3145) and all other applicable federal, state and local laws and regulation pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Such documentation shall be made available to the County when requesting reimbursement.

ITEM V - EQUAL EMPLOYMENT OPPORTUNITY; DAVIS-BACON ACT; AND OTHER STATUTES WITH WHICH SUB-GRANTEE MUST COMPLY

The Sub-grantee agrees to comply with the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to those listed below:

- A. Title VI of the Civil Rights Act of 1964, (P.L. 88-352; and 41 CFR 60-1.4(b)) and the United States Department of Housing and Urban Development ("HUD") regulations under 24 CFR. Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property or structure is used for a purpose of which the Federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits.

- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, national origin, or sex, be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant funds.
- D. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- E. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- F. Executive Order 11246, as amended by Executive Order 111375, relating to Equal Employment Opportunity requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government and Sub-grantees and under federally assisted construction contracts.
- G. The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which Sub-grantee may not discriminate in the programs and activities funded under the HUD Community Development Block Grant ("CDBG") program.
- H. U.S. Department of Housing and Urban Development Federal Labor Standards Provision, as set forth in HUD Form 4010.
- I. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 1341 et seq.; 40 USC 3701 et seq. and 40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by

Loans or Grants from the United States"), and all other applicable federal, state and local laws and regulations as may be amended pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

J. CDBG regulations as now in effect and as may be amended from time to time.

K. The Uniform Administrative Requirements Costs Principles, and Audit Requirements for Federal Awards ("Uniform Requirements") (2 CFR Part 200), as now in effect and as may be amended from time to time.

ITEM VI - PERSONNEL ASSIGNED

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

Cuyahoga County

Name: Katherine Feighan

Title: Development Specialist

Email: kfeighan@cuyahogacounty.us

Address: 2079 East 9th Street

Cleveland, Ohio 44115

Telephone: (216) 698-2578

Village of Oakwood

Name: Edward J. Hren, PE

Title: Engineer

Email: hren@cvelimited.com

Address: 22999 Forbes Rd

Oakwood, Ohio 44146

Telephone: 440-399-0816

ITEM VII - DISPUTE RESOLUTION

In the event of any dispute or disagreement between Sub-grantee and the County, either with respect to the interpretation of any provision of this Agreement or with respect to the performance by Sub-grantee or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Agreement. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party. The rights and obligations of the Parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

ITEM VIII - PUBLIC RECORDS

Sub-grantee acknowledges and agrees that as a political subdivision, the County is subject to the requirements of the Ohio Revised Code and other law related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules affecting any and all manner of communication with the County and any and all documents in any format or media. In the event Sub-grantee considers any portion of any record provided, or to be provided, to the County to be exempt from the Public Records Act under Ohio law, through a trade secret exemption or otherwise, Sub-grantee shall conspicuously identify each such portion as "CONFIDENTIAL: TRADE SECRET" OR "EXEMPT FROM DISCLOSURE" and shall specifically state the legal reason, including citation to the applicable section under the Ohio Public Records Act. County agrees to withhold the information marked by Sub-grantee as "CONFIDENTIAL: TRADE SECRET" OR "EXEMPT FROM DISCLOSURE" from public information, and Sub-grantee agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act, with respect to such withholding.

This Item shall survive the completion of the Project Activity hereunder and the termination of this Agreement.

ITEM IX - TRADE SECRETS/CONFIDENTIALITY

Sub-grantee shall take all steps necessary to protect the County's trade secrets.

Sub-grantee shall also treat as proprietary and confidential any and all information belonging to the County which is disclosed to Sub-grantee in the course of performance of Services under this Agreement (the "Confidential Information"). All Confidential Information of the County supplied to Sub-grantee by the County are and shall remain the sole property of County. Sub-grantee shall not, without the County's prior written consent, copy or use such records except to carry out the Services, and will not transfer such records to any other party not involved in the performance of this Agreement.

Sub-grantee shall only use Confidential Information for the purposes of this Agreement. Sub-grantee agrees not to disclose or reveal to any outside party or use for its own benefit, either directly or indirectly, any information which it may acquire or develop or, has acquired or developed concerning the technical or business affairs or other private or confidential matters, information, or data of County without prior written permission of the County. Confidential Information shall not include information that is in the public domain. If Sub-grantee fails to meet its obligations to protect the Confidential Information, the County may seek equitable relief. This entire Item shall survive the completion of the Project Activity hereunder and the termination of this Agreement.

ITEM X – INSURANCE

The Sub-grantee shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Mandatory Insurance Requirements** The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC). Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:
\$1,000,000 each occurrence bodily injury & property damage; \$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.
Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garage keepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Sub-grantee required for this Contract, shall:

- (i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, All Risk Equipment Insurance, Professional

Liability/Errors & Omissions Insurance and Technology
Professional/Errors & Omissions Insurance.

- (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
- (iii) Be primary and not in excess or contingent on any other basis; The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - (A) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or
 - (B) "Waiver of subrogation in favor of the County."

2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.

3. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.

4. High-risk activities may require higher insurance limits.

5. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

6. The Sub-grantee shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

7. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

8. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

9. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.

10. The Sub-grantee shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

11. If Sub-grantee is a political subdivision, it may provide the insurance required hereunder by participating in a self-insurance program with sufficient limits. In such event, the County will require confirmation of Sub-grantee's self-insured status.

ITEM XI – MISCELLANEOUS

A. Governing law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this Agreement, and each party consents to the exclusive jurisdiction of such courts. Sub-Grantee hereby agrees not to challenge this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of County for any reason. All contracts in which the County is a party, including this Agreement, are subject to the Cuyahoga County Code, including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General, and Cuyahoga County Board of Control, Contracting and Purchasing. The Parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.

B. Intentionally Deleted.

C. Findings for Recovery. Sub-Grantee represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed false, this Agreement is void ab initio, and Sub-grantee must immediately repay to County any funds paid under this Agreement and must make County whole for any damages sustained by County.

D. Agreement to Remain in Compliance with Certifications, Representations, and Warranties as Continuing Commitments/Verification. Sub-grantee shall ensure that all of its certifications, representations, and warranties under this Agreement shall remain true throughout the duration of the Agreement as if they are continuing commitments. At its sole discretion, the County has the unequivocal right to review and audit Sub-grantee's continuing certifications, representations, and warranties.

Sub-grantee warrants and represents that it has not employed or retained any company, firm or person, other than a bonafide employee working for the Sub-grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bonafide employee working for Sub-grantee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the

contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, brokerage fee, or contingent fee.

- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.
- F. **No Apparent Authority.** Sub-grantee recognizes and agrees that no public official or employee of the County be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures.
- G. **Parties Bound and Benefitted.** This Agreement shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.
- H. **Non-waiver.** Either party's failure to require performance of any item of this Agreement, or if it requires performance and does not follow through, shall not affect the non-defaulting party's right to require performance at any time thereafter. Additionally, either party's waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.
- I. **Contract Interpretation and Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the items of this Agreement.
- J. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.
- K. **Severability.** If any item of this Agreement is invalid or unenforceable for any reason, this Agreement shall be divisible as to such item and the remainder of this Agreement shall be and remain valid and binding as though such item was not included herein.
- L. **Authority.** This Agreement has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and

regulations of the County and Sub-grantee. The individuals signing on behalf of the parties to this Agreement are authorized to execute this Agreement on behalf of the County and the Sub-grantee.

ITEM XII – ATTACHMENTS

It is expressly understood and agreed that:

Schedule "A" Project Activity Description and Budget

Part II, "Terms and Conditions", and

Part III, "Accounting and Financial Management"

attached hereto are made a part hereof as if fully rewritten herein.

ITEM XIII - ELECTRONIC SIGNATURE POLICY

SUB-GRANTEE AGREES ON BEHALF OF ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUB-GRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING THE COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECTS AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. SUB-GRANTEE ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTER 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

VILLAGE OF OAKWOOD

By: _____
Mayor

COUNTY OF CUYAHOGA, OHIO

By: _____
Armond Budish, County Executive

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio

By: _____
Assistant Director of Law

Date: _____

SCHEDULE A - Project Activity Description
COMPETITIVE MUNICIPAL GRANT

Community Name: Village of Oakwood

Project Description: Village Hall ADA Improvement Project

CDBG Project Cost: \$ 133,363.00

Project Location: Village of Oakwood

Project Start Date: April 1, 2020

Project Completion Date: March 31, 2021

National Objective: LMA - Citation §570.208 (a) (1)

Eligible Activity: Public Facilities and Improvements- Citation §570.201(c)

Fiscal Year: 2019

Special Conditions:
Subject to Section-3 and local hiring requirements.

Compliance with Federal Davis-Bacon requirements. Sub-grantee is required to submit certified payroll reports documenting all construction worker hours performed on the project through the LCP tracker labor compliance monitoring software. All certified payroll reports must be submitted through LCP tracker. No paper certified payroll reports will be accepted. Sub-grantee is required to contact the Department of Development to set up logins to access the software for first-time users.

Progress reports must be submitted to the County Department of Development on a monthly basis. Progress reports are due on the 10th of the month for the preceding month. Reimbursement requests must be submitted to the County Department of Development on a quarterly basis. Reimbursement requests are due no later than **June 30, 2020, September 30, 2020, December 31, 2020 and March 31, 2021**

City / Village of Oakwood

COST CATEGORIES		BUDGETED AMOUNT
Contractual		\$133,363.00
Total	Contractual	\$133,363.00

PART II

TERMS AND CONDITIONS OF THE COMPETITIVE MUNICIPAL GRANT PROGRAM

SECTION 1 - UNIFORM ADMINISTRATIVE REQUIREMENTS

During the performance of this Agreement, the Sub-grantee agrees to comply with the requirements and standards of the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to, 2 CFR Part 200, and OMB Circular No. A-123, "Management Responsibility for Internal Control"

SECTION 2 - ALLOWABLE COSTS

The total cost of an Agreement is comprised of the allowable direct cost incident to its performance, plus its allocable portion of allowable indirect costs.

Direct costs are those that can be identified specifically with a particular cost objective. Typical direct costs chargeable to contracts include:

- A. Compensation of employees for the time and effort devoted specifically to the execution of the Agreement.
- B. Cost of materials acquired, consumed, or expended specifically for the purpose of the Agreement.
- C. Equipment and other approved capital expenditures.
- D. Other items of expense incurred specifically to carry out the Agreement.
- E. Services provided specifically for the Agreement by other agencies.

Indirect costs are those (a) incurred for a common or joint purpose benefiting more than one cost objective (b) not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

SECTION 3 - RECORDS

- A. Establishment and Maintenance of Records - Records shall be maintained with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of four years after receipt of the final payment under this Agreement.
- B. Documentation of Costs - All costs shall be supported by properly executed payrolls, time records, invoices, Agreements, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, Agreements, voucher orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. The Sub-grantee shall submit copies of all independent audits performed on the Sub-grantee during the term of this Agreement to the County. All records must be kept according to standard accounting practices.

- C. Worker's Compensation - The Sub-grantee assumes all responsibility for any and all Worker's Compensation premiums, unemployment compensation premiums, and federal, state and local taxes due on the compensation paid to all their employees. The Sub-grantee agrees to follow federal, state and local regulations pertaining to any employees the Sub-grantee may use to provide services under this Agreement.
- D. Marketing - The Sub-grantee shall document the marketing of services to the Community. Newspaper stories, posters, mailings, speaking engagements or other techniques employed shall be recorded by the Sub-grantee.
- E. Client Data - The Sub-grantee shall maintain client data demonstrating client eligibility for services provided, if applicable. Such data shall include, but not be limited to; client name, address, income level or other basis for determining eligibility, and description of services provided.

SECTION 4 - REPORTS

At such times and in such forms as the Department of Housing and Urban Development ("HUD") or the County may require, there shall be furnished to HUD or to the County statements, records, data and information, as HUD or the County may request pertaining to matters covered by this Agreement.

SECTION 5- AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the County, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the County, HUD and/or representatives of the Comptroller General for examination all records of the Sub-grantee with respect to all matters and the Sub-grantee shall permit the County, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters.

In addition to the above-described inspections, the County may perform inspections of the program facilities and/or records at any time it deems desirable.

SECTION 6 - CONFLICT OF INTEREST

No employee, agent, consultant, officer or elected or appointed official of the County or Sub-grantee who exercises or has exercised any functions or responsibilities with respect to the Scope of Services or any of the activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities or Scope of Services, may obtain a personal or financial interest or benefit from any such activity or Scope of Services, or have a financial interest with respect thereto, or the proceeds there under, either for

themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and the Sub-grantee shall take appropriate steps to assure compliance.

SECTION 7 - PROCUREMENT STANDARDS AND METHODS

Sub-grantee shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procedures conform to Federal regulations as now in effect and as may be amended from time to time for government and non-profit providers. . .

SECTION 8 - EMPLOYMENT DISCRIMINATION PROHIBITED

During the performance of this Agreement, the Sub-grantee agrees as follows:

- A. The Sub-grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam era or disabled veteran status. The Sub-grantee shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam era or disabled veteran status. As used herein, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The Sub-grantee agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Sub-grantee setting forth the provisions of this nondiscrimination clause.
- B. The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that the Sub-grantee is an Equal Opportunity Employer.

SECTION 9 - HISTORIC PRESERVATION AND ENVIRONMENTAL REVIEW

The Sub-grantee is responsible to know that historic preservation rules may apply to federally funded exterior maintenance, repairs, and renovations. The Sub-grantee is expected to determine which structures may require historic preservation review due to age, location and scope of work. Before allowing work to be done on any such structure, the Sub-grantee is expected to notify the County and cooperate in obtaining any documentation required for review by the Ohio Historic Preservation Office. The Sub-grantee does not assume the County's Environmental responsibilities described in 24 CFR 570.604, and the Sub-grantee does not assume the County's responsibility to initiate the review process.

SECTION 10 - COPYRIGHTS

If this Agreement results in a book or other copyrighted material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all material, which can be copyrighted.

SECTION 11 - PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection for such invention or discovery shall be sought and how the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 12 - POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 13 - LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designated to support or defeat legislation pending before the Congress.

SECTION 14 - CHANGES

A. The County may, from time to time, permit changes in the Project Activity Description of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

B. The County may from time to time cause changes in the expressed maximum sum of this Agreement provided such changes in compensation are authorized by resolution of the County of Cuyahoga, Ohio and are pursuant to the provisions of Part I, Item III, hereof. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

C. The County may upon its own initiative or upon that of the Sub-grantee, authorize changes in the time of performance as established in Part I, Item II hereof. As a condition precedent to the authorization of such change, the County shall have determined that the Sub-grantee has exhibited the utmost in good faith in the performance of the Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Agreement document. The Sub-grantee and the County in writing shall agree to any change in the time of performance, and said writing shall be incorporated in written amendments to this Agreement signed by the parties.

SECTION 15 – PERSONNEL

A. The Sub-grantee represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Contractual relationship with the County.

B. All of the services required hereunder will be performed by the Sub-grantee or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SECTION 16 - ASSIGNABILITY

The Sub-grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the County thereto.

SECTION 17 - TERMINATION OF AGREEMENT

If the Sub-grantee fails to fulfill in a timely and proper manner any term or condition contained in this Agreement, or if Sub-grantee shall violate any of the covenants, agreements, or stipulations in this Agreement, the County shall have the right to exercise concurrently or successively any one or more of the following rights or remedies:

- A. Terminate this Agreement and the rights of the Sub-grantee hereunder;
- B. Withhold or reduce funds not yet paid to the Sub-grantee;
- C. Recover funds previously paid to the Sub-grantee;
- D. Recover any property obtained by the Sub-grantee through its expenditure of CDBG funds granted pursuant to this Agreement; or
- E. Exercise any and all additional rights the County may have in law or equity.

Termination pursuant to clause (A) above shall be effective five (5) days after the date the County has given written notice to the Sub-grantee of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-grantee under this Agreement, at the option of the County, shall become the property of the County and Sub-grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents; provided, however, that such compensation may be reduced in the event the County determines that any money owed the County by the Sub-grantee has not been paid. No action or inaction by the County at any time of any of the terms or conditions of this Agreement shall be deemed or construed as a waiver of the same or other term or condition herein or of the timely and proper performance thereof. No waiver shall be valid against the County unless reduced to writing and signed by the County of Cuyahoga, Ohio.

SECTION 18 - TERMINATION FOR NECESSITY OF THE COUNTY

The County may terminate this Agreement for necessity by giving at least thirty (30) days' notice in writing from the County to the Sub-grantee. If the Agreement is terminated by the County as provided herein, the Sub-grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Sub-grantee covered by this Agreement, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Sub-grantee shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Agreement incurred by the Sub-grantee during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If the Agreement is terminated due to the fault of the Sub-grantee, Section 18 hereof relative to termination shall apply.

SECTION 19 - NON-EXPENDABLE PROJECT PROPERTY

All tangible property, personal or real, acquired for the purpose of carrying out this Agreement shall be owned by the Sub-grantee and subject to the provisions of the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to, 2 CFR Part 200. When original or replacement real property, acquired under the terms of this contract is proposed for disposition, the provision for disposition of real property under the current Federal regulations shall be followed. When disposing of equipment acquired under this contract with a current per unit fair-market value in excess of \$5,000, the County has a right to receive its portion of the sale proceeds as discussed in 32(e).

SECTION 20 – LOCAL SECTION 3: HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968

The work to be performed under this Agreement is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

Sub-grantee will include the above Section 3 clause in every contract and subcontract executed under this Agreement. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable current

Federal regulations and rules and orders, as may be amended from time to time, of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- A. Sub-grantee will send to each labor organization or representative of workers with which he has collective bargaining Agreement or other Agreement or understanding, if any, written notice advising the said labor organization or workers representative of this commitment under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- B. Sub-grantee receiving HUD financial assistance in excess of \$200,000 may demonstrate compliance with the 'greatest extent feasible' requirement of Section 3 by committing to the numerical goals set forth below:
 - i. Employ Section 3 residents as 30 percent of the aggregate number of new hires for each fiscal year of the covered project if provider is a recipient of Section 3 covered community development assistance.
 - ii. Award to Section 3 business concerns at least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, and
 - iii. Award to Section 3 business concerns at least 3 percent of the total dollar amount of all other section 3 covered contracts.

SECTION 21 - INDEMNIFICATION

Sub-grantee agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this Agreement.

Sub-grantee acknowledges that, as an Ohio political subdivision, the County does not indemnify any person or entity. Sub-grantee agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

SECTION 22 - TAX INDEMNIFICATION

Sub-grantee shall pay all taxes, all assessments on property, and all payments in lieu of taxes when due. No lien or encumbrance against any assets purchased with CDBG funds granted pursuant to this agreement shall be attached.

SECTION 23 - INDEPENDENT SUB-GRANTEE RELATIONSHIP

The parties to this Agreement expressly intend that an independent Sub-grantee relationship is created. The County and the Sub-grantee agree that the conduct and control of the work to be performed will lie solely with Sub-grantee. The Sub-grantee is not to be considered an agent or employee of the County for any purpose and no agency or trust or other relationship whatsoever is created by this Agreement.

SECTION 24 - DISCRIMINATION IN SERVICE DELIVERY PROHIBITED

The Sub-grantee shall not discriminate against any applicant for its services because of race, religion, color, sex, national origin, age, handicap, ancestry, or Vietnam era or disabled veteran status. The Sub-grantee shall not limit its services or give preference to persons on the basis of race, religion, color, sex, handicap, ancestry, or Vietnam era or disabled veteran status.

SECTION 25 - SECTARIAN/RELIGIOUS ACTIVITY PROHIBITED

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of this Agreement regarding the provision of services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Sub-grantee agrees:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;
- D. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
- E. The funds received under this Agreement shall not be used to construct, rehabilitate, restore, or maintain any facility that is owned by the Sub-grantee and in which the public services are to be provided. However, minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

SECTION 26 - NATIONAL OBJECTIVES

The Sub-grantee hereby warrants that its projected use of CDBG funds has been developed so as to give priority to activities which will carry out one or more of the national objectives of benefiting low and moderate income families, aiding in the prevention or elimination of slums or blight, or meeting other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community and other financial resources are not available to meet such needs. In determining whether an activity carries out a national objective, the criteria set forth in 24 CFR 570.208 shall be used.

SECTION 27 - PUBLIC ACCESS TO PROGRAM RECORDS

The Sub-grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

SECTION 28 - GRANT CLOSEOUT PROCEDURES

This Agreement will be closed out when:

1. All costs to be paid with CDBG funds have been incurred, and
2. The work to be assisted with CDBG funds has been completed, and
3. After responsibilities of the Sub-grantee under the grant Agreement have been carried out satisfactorily.

Within thirty (30) days of the close-out date as determined above, the Sub-grantee shall submit all requests for reimbursement to the County, with the exception of retainer fees (if applicable).

The County will cancel any unused portion of the awarded grant amount drawn by the Sub-grantee within sixty (60) days of the closeout date unless the County is notified in advance by the Sub-grantee of the reasons for not canceling the grant amount.

The County for use in eligible CDBG program objectives will capture any unused grant funds.

SECTION 29 – MONITORING

The County is responsible for monitoring the Sub-grantee's CDBG funded activities to assure compliance with applicable Federal requirements and to assure that performance goals are being achieved.

SECTION 30 - LABOR STANDARDS FOR CONSTRUCTION ACTIVITIES

The Sub-grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 3141 et seq.; 40

USC 3701 et seq. and 40 USC 3145) and all other applicable federal, state and local laws and regulation pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County when requesting reimbursement.

The Sub-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 \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-grantee of its obligation, if any, to require payment of the higher wage. The Sub-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.

PART III

ACCOUNTING AND FISCAL MANAGEMENT PROCEDURES

SECTION 1 - GENERAL

The Sub-grantee will be required to establish and maintain a standard accounting system that will provide effective financial controls and meet the requirements of Part II, Section 2 herein.

When audits are performed in accordance with the provisions of PART II, Section 5 hereof, discovery of the failure of the Sub-grantee to use generally accepted accounting procedures may result in the disallowance of expenditures for which the Sub-grantee will be liable and for the assessment of sanctions pursuant to PART II, Section 17 hereof.

The County reserves the right to review all financial records in order to assess the financial condition of the agency. If the County determines that the Sub-grantee's financial condition or the methods and practices it uses to manage its financial systems may jeopardize CDBG funds under the Agreement, it may take all necessary actions to insure that those funds are not put at risk. This includes, but is not limited to, postponing or canceling all reimbursements, putting the agency under specific financial requirements until the problems have been corrected to the satisfaction of the County, or exercise its authority to terminate the Agreement as a result of such conditions.

The Sub-grantee is fully responsible for the management and control of its financial system. Any loss of CDBG funds as a result of the misfeasance, nonfeasance, or malfeasance of the Sub-grantee is the responsibility solely of the Sub-grantee and its officers. To insure accountability, the County reserves the right to withhold payments, put the Sub-grantee under specific financial requirements, or terminate the Agreement.

SECTION 2 - ACCOUNTING SYSTEM STANDARDS

Sub-grantee's financial management systems shall provide:

- A. Accurate, current and complete disclosure of the financial results of each Agreement including at least a monthly reconciliation of the cash balance of the program.
- B. Records that adequately identify the source and application of funds for Agreement activities. These records shall refer to subsidiary records and/or documentation which support the entry and which are readily accountable. These records shall contain information pertaining to Agreement awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays, and income.
- C. Effective control over and accountability for all funds, property and other assets. Sub-grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

- D. Comparison of actual amounts with budgeted amounts for each Agreement.
- E. Procedures for determining the allow ability and allocation of costs in accordance with the provisions of Part II, Section 2.
- F. Accounting records that are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

SECTION 3 - GRANT PAYMENTS

- A. Grant payments will be made on a cash reimbursement basis. Only when the Sub-grantee makes an actual cash disbursement will it be reimbursed for the expense by the County.
- B. Disbursements must be applied only to the authorized use as specified in the Project Activity Description & Budget. Failure to pay creditors for activities specified in the Agreement or to disburse funds for their authorized use constitutes a violation of the Agreement terms.
- C. At intervals determined by the County, the Sub-grantee may be required to submit copies of canceled checks or other forms of proof showing that all taxes or other payables have been paid. The County has the authority to take appropriate action, including withholding payments, if this information is not provided when requested.
- D. All requests for reimbursement must be complete and accurate in order for the County to authorize payment. Copies of canceled checks or written receipts must be provided to obtain reimbursement. Failure to submit complete and accurate information will delay or prohibit authorization of payment. Construction project reimbursements must include proper documentation of correct payment of federal wages.

SECTION 4 - AUDIT REQUIREMENTS

Sub-grantees that receive more than \$500,000 in federal financial assistance from any source shall in any year have an audit made in accordance with the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to, 2 CFR Part 200.

An independent auditor in accordance with Generally Accepted Government Auditing Standards covering financial and compliance audits shall make the audit. "Generally Accepted Government Auditing Standards" means the Government Auditing Standards

developed by the Comptroller General, dated February 27, 1981, as may be revised or amended.

The Sub-grantee is required to send the County a copy of its audit for the time period when CDBG funds are expended.

SECTION 5 - PROGRAM INCOME

The Sub-grantee shall comply with the standards set forth in the current Federal regulations as now in effect and as may be amended from time to time, including but not limited to, 2 CFR Part 200 to account for program income. Program income represents gross income earned by the Sub-grantee from the federally supported activities. Such earnings exclude interest earned on advances and may include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Unless the Agreement provides otherwise, Sub-grantees shall have no obligation to the Federal Government with respect to royalties received as a result of copyrights or patents.
- B. All other program income earned during the project period shall be retained by the Sub-grantee and, in accordance with the grant or other Agreement shall be:
 - 1. Added to funds committed to the project by the County and be used to further eligible CDBG program objectives;
 - 2. Used to finance the Sub-grantees' share of the project when approved by the County; or
 - 3. Deducted from the total project costs in determining the net costs on which the CDBG share of costs will be based.

SECTION 6 - REVERSION OF ASSETS

Any real property under the Sub-grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 must be used to meet one of the HUD National Objectives until five (5) years after grant close-out (24 CFR 570.505); and

If such property is not used in accordance with the above paragraph, the Sub-grantee shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to, the property.

SECTION 7 - USE OF REAL PROPERTY

The Sub-grantee shall not change the use or planned use of any property (acquired in whole or in part using CDBG funds in excess of \$25,000.00) from that for which the acquisition or improvement was made unless the Sub-grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change. These standards are in effect until five (5) years after grant closeout (24 CFR 570.505(a)).

The new use must qualify as meeting one of the HUD National Objectives. If this requirement is not met, the Sub-grantee may retain or dispose of the property and reimburse the County an amount as determined above (24 CFR 570.505(a)(1)). If the change of use occurs after grant closeout, the provisions governing program income (Part III, Section 5) shall apply.

In the case of property having a useful life of greater than one (1) year purchased with CDBG funds pursuant to this Agreement, the Sub-grantee shall furnish a description of the property or equipment, including the serial number, to the County within thirty (30) days of the date of purchase.