



GENERAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2011 by and between the CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT, hereinafter referred to as the "CCDOD", and CITY OF CLEVELAND HEIGHTS, OHIO, a municipal corporation with its principal place of business at 40 Severance Circle, Cleveland Heights, Ohio 44118, hereinafter referred to as the "Sub-Grantee".

WITNESSETH:

WHEREAS, the Cuyahoga County Board of Health, hereinafter referred to as "CCBOH", has entered into an Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for Lead Hazard Remediation Grant assistance and;

WHEREAS, the Cuyahoga County, Department of Development has entered into a General Agreement with the Cuyahoga County Board of Health to undertake certain activities as a Sub-Grantee under the HUD Lead Hazard Remediation Grant and;

WHEREAS, such activities to be performed include LEAD HAZARD REMEDIATION and;

WHEREAS, the CCDOD desires to engage the Sub-Grantee to render certain services and assistance in connection with said services;

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the CCDOD and the Sub-Grantee agree as follows:

ITEM I - SCOPE OF SERVICES & BUDGET:

The detailed scope of services is attached hereto as Schedule A, and incorporated herein by reference (the "Scope of Services"). The budget for the Scope of Services is attached hereto as Schedule B, and incorporated herein by reference (the "Budget"). Amendments to the Scope of Services or Budget shall be subject to the provisions of this Agreement including, without limitation, Exhibits B & C. References herein to the "Scope of Services" and "Budget" shall include any authorized amendments thereto.

ITEM II - TIME OF PERFORMANCE:

- A. The services of the Sub-Grantee are to commence July 1, 2011 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 July 31, 2014.
- B. Amendment to the time of performance is not possible due to federal grant requirements.

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 \$512,500 for all of the services rendered hereunder ("Compensation"). It is further expressly understood and agreed that in no event will the Sub-Grantee 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 CCDOD authorizing the excess. In no case shall any approved Budget line item excess cause the total agreed compensation to be exceeded.

- B. The total Compensation shall be paid on a month-to-month basis reimbursing the Sub-Grantee for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget.

ITEM IV - EQUAL EMPLOYMENT OPPORTUNITY:

The Sub-Grantee agrees to comply with:

- A. Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the 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, 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-Grantees may not discriminate in the programs and activities funded under LEAD.

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ITEM V - PERSONNEL ASSIGNED

Communication and details concerning this Agreement shall be directed to the following representatives. In the event any representative ceases to hold the designated position, a successor shall be designated in writing by the appropriate party to this Agreement

Cuyahoga County, Ohio
Department of Development

City of Cleveland Heights

Joseph Csikesz
Name

Nancy McLaughlin
Name

Building Rehabilitation Specialist Supervisor
Title

Development Officer
Title

Cuyahoga County Dept. of Development
Reserve Square
1701 East 12th Street, 1st Floor
Cleveland, Ohio 44114

City of Cleveland Heights
40 Severance Circle
Cleveland Hts., Ohio 44119

(216) 443-7260
Telephone

(216) 291-4845
Telephone

(216) 348-4477
Fax

(216) 291-3761
Fax

ITEM VI - CONDITIONS & ATTACHMENTS

Sub-Grantee shall comply with the terms and conditions attached hereto as Exhibit A ("Terms and Conditions"), and the accounting and financial management procedures attached hereto as Exhibit B ("Accounting and Financial Management Procedures") It is expressly understood and agreed that Schedule A "Scope of Services;" Schedule B, "Budget;" Exhibit A, "Terms and Conditions", and Exhibit B, "Accounting and Financial Management" attached hereto are made a part hereof as if fully rewritten herein.

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

CUYAHOGA COUNTY
DEPARTMENT OF DEVELOPMENT

BY: 

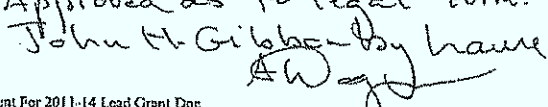
Edward FitzGerald
County Executive

DA

CITY OF CLEVELAND HEIGHTS, OHIO

BY: 

DATE: June 8, 2011

Approved as to legal form:

John H. Gibbons

SCHEDULE B - BUDGET

Budget for 36 months

Match Requirement: Sub-Grantee shall document expenditure of Match funds, as defined by the federal regulations applicable to HUD Lead Hazard Control Grants, totaling no less than \$51,250. The projected breakdown of Match funds by specific budget categories is set forth below. However, Sub-Grantee has the right to document expenditure of Match funds from different cost categories, without a Budget Amendment, provided that the total Match funds documented equal or exceed the required amount. Match expenditures will be reported to CCBOH at least quarterly.

Leverage Requirement: Sub-Grantee shall document expenditure of Leverage funds, as defined by federal regulations applicable to HUD Lead Hazard Control Grants, including but not limited to HOME program funds expended to correct lead hazards in HOME-eligible housing units not served under any HUD Lead Hazard Remediation Grant, totaling no less than \$300,000.

	Cost Categories	Budgeted Amount	Required Match Amount	Required Leverage Amount
1	Personnel	\$0	\$0	\$0
2	Fringe Benefits	\$0	\$0	\$0
3	Travel	\$0	\$0	\$0
4	Equipment	\$0	\$0	\$0
5	Supplies & Materials	\$0	\$0	\$0
6	Consultants	\$0	\$0	\$0
7	Contractual	\$512,500	\$51,250	\$300,000
8	Construction	\$0	\$0	\$0
9	Other Direct Costs	\$0	\$0	\$0
10	Indirect Costs	\$0	\$0	\$0
	Total	\$512,500	\$51,250	\$300,000

1. Personnel

Title	Budgeted Amount	Match Amount
	\$0	\$0
Total	\$0	\$0

The Sub-Grantee reserves the right to re-allocate the above-listed personnel funding among different staff positions without a Budget Amendment, provided the total Budgeted Amount is not exceeded.

2. Fringe Benefits

Budgeted Amount	Match Amount
\$0	\$0

3. Travel

Budgeted Amount	Match Amount
\$0	\$0

4. Equipment

Budgeted Amount	Match Amount
\$0	\$0

5. Supplies & Materials

Budgeted Amount	Match Amount
\$0	\$0

6. Consultants

Budgeted Amount	Match Amount
\$0	\$0

7. Contractual

Item	Budgeted Amount	Match Amount	Required Leverage
Remediation	\$475,000	\$51,250	\$300,000
Construction Management Fee of \$750 per completed unit for 50 units	\$37,500	\$0	\$0
Total	\$512,500	\$51,250	\$300,000

8. Construction

Budgeted Amount	Match Amount
\$0	\$0

9. Other Direct Costs

Budgeted Amount	Match Amount
\$0	\$0

8. Indirect

Budgeted Amount	Match Amount
\$0	\$0

9. Totals

Budgeted Amount	Required Match Amount	Required Leverage
\$512,500	\$51,250	\$300,000

SCHEDULE A --SCOPE OF SERVICES

Project Activity Description

Project Title: Lead Hazard Remediation

Total Project Cost: \$512,500

Project Description: Administer Lead Remediation in at least 50 units, including client intake, qualification, remediation and construction management.

Project Location: City of Cleveland Heights

Project Start Date: July 1, 2011

Project Completion Date: July 31, 2014

Summary of Project: As more fully described in the Lead Hazard Remediation Grant Application approved by the U.S. Department of HUD, the City of Cleveland Heights shall carry out lead remediation at the homes of low-income families, with children under age 6 living in the home.

Special Conditions: The following Special Conditions of HUD's award to CCBOH and CCBOH's General Agreement with CCDOD shall apply to activities carried out by Sub-Grantees under this Agreement:

1. Sub-Grantee may not allow its contractors to begin lead hazard control intervention work in homes until CCBOH has received written HUD approval of its work plan and Release of Funds Request.
2. For grants made to assist rental housing, at least 50 percent of the units must be occupied or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this section, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the age of six years, except that buildings with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of area median income level.
3. For grants made to assist housing owned by owner-occupants, all units assisted with grants under this section shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the units assisted with grants under this section shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.

Lead Hazard Remediation
City of Cleveland Heights
2011-2014 Sub-Grant

Special Conditions (cont):

4. Sub-Grantee shall insure that its written procedures for testing and abatement are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing dated June 1995, including the revised Chapter 7 dated September 1997.
5. Sub-Grantee shall comply, and shall require its contractors to comply, with appropriate HUD and EPA regulations regarding lead-based paint notification, disclosure, and work practices during lead hazard control activities.
6. Sub-Grantee shall prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydroblasting or hydrowashing, uncontained abrasive blasting, machine sanding without HEPA attachments or heat stripping above 1100 degrees Fahrenheit as work practices at any time.
7. Sub-Grantee shall require its contractors to observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration, 29 CFR 1910.1025.
8. Sub-Grantee shall require its contractors to dispose of waste resulting from lead hazard control activities in accordance with the requirements of the appropriate local, State, and Federal regulatory agencies.
9. Sub-Grantee shall only provide assistance to units occupied by children under the age of six, when all such children have been tested and their blood-lead levels recorded within 6 months prior to the abatement or hazard control, according to Centers for Disease Control and Prevention (CDC) recommendations for blood lead testing. The actual blood-lead levels shall not be reported to the Sub-Grantee due to medical confidentiality restrictions. Referrals of children with Elevated Blood Levels for appropriate treatment and follow-up medical care are the responsibility of the medical personnel carrying out the testing.
10. Sub-Grantee shall cooperate with any federally sponsored or endorsed monitoring or evaluation efforts done in conjunction with the Sub-Grantee's lead hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of hazard control methods and providing documentation of all testing, inspection, and hazard control actions.
11. Sub-Grantee shall maintain all records and submit all reports requested by CCBOH or CCDOD relative to HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3).
12. Sub-Grantee shall carry out its activities in such a manner that at least 50 units are completed by the end of this agreement period. CCDOD reserves the right to reduce the funding level of this Agreement, after written notice and opportunity to improve, if the number of eligible clients recruited by Sub-Grantee during the term of this agreement is not sufficient to produce 50 completed units, taking into consideration the amount of time required for risk assessments, client education, bidding of work, funding of work over \$9,500/unit, performance of remediation work, and final clearance by CCBOH.

Lead Hazard Remediation
City of Cleveland Heights
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Special Conditions (cont):

13. Sub-Grantee shall comply with HUD Office of Healthy Homes and Lead Hazard Control Policy Guidance that describes specific work practice, management, or reporting requirements

14. Sub-Grantee shall Ensure that copies of all lead-based paint inspections, risk assessments, and clearance test reports are provided to the property owner, with a transmittal letter including the following statement: "The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD."

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Exhibit A

TERMS AND CONDITIONS

SECTION 1 - UNIFORM ADMINISTRATIVE REQUIREMENTS

During the performance of this Agreement, the Sub-Grantee agrees to comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribe Government;" OMB Circular No. A-123, "Audits of State and Local Governments" (implemented at 24 CFR part ii); and with the following sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as specified below. A copy of these Circulars are available upon request by the Sub-Grantee

- a. Section 85.3, "Definitions."
- b. Section 85.6, "Exceptions."
- c. Section 85.12, "Special grant or sub-grant conditions for 'high-risk' grantees."
- d. Section 85.20, "Standards for financial management systems," except paragraph (a).
- e. Section 85.21, "Payment," except as modified by Section 570.513.
- f. Section 85.22, "Allowable costs."
- g. Section 85.26, "Non-Federal audits "
- h. Section 85.32, "Equipment," Except in all cases in which the equipment is sold, the proceeds shall be program income.
- i. Section 85.33, "Supplies."
- j. Section 85.34, "Copyrights."
- k. Section 85.35, "Sub-awards to debarred and suspended parties."
- l. Section 85.36, "Procurement," except paragraph (a).
- m. Section 85.37, "Sub-grants."
- n. Section 85.40, "Monitoring and reporting program performance", except paragraphs (b) through (d) and paragraph (f).
- o. Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e).
- p. Section 85.42, "Retention and access requirements for records."
- q. Section 85.43, "Enforcement".
- r. Section 85.44, "Termination for convenience."
- s. Section 85.51, "Later disallowances and adjustments "
- t. Section 85.52, "Collection of amounts due."

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:

1. Compensation of employees for the time and effort devoted specifically to the execution of the Agreement
2. Cost of materials -acquired, consumed, or expended specifically for the purpose of the Agreement.
3. Equipment and other approved capital expenditures.
4. Other items of expense incurred specifically to carry out the Agreement.
5. Services provided specifically for the Agreement by other agencies.

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

SECTION 3 - RECORDS

1. 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.
2. 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
3. The Sub-Grantee assumes all responsibility for any and all Workers' 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 all Federal, State and local regulations pertaining to any employees the Sub-Grantee may use to provide services under this Agreement
4. 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.
5. 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 CCDOD may require, there shall be furnished to HUD or to the CCDOD statements, records, data and information, as HUD or the CCDOD 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 CCDOD, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the CCDOD, 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 CCDOD, 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 CCDOD 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 CCDOD 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 thereunder, 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

The Sub-Grantee shall use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the procedures conform to 24 CFR Part 85, Section 85.36, "Procurement." A copy of these procedures is available upon request by the Sub-Grantee.

SECTION 8 - EMPLOYMENT DISCRIMINATION PROHIBITED

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

1. 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.
2. 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-ENVIRONMENTAL REVIEW

The Sub-Grantee does not assume the CCBOH's environmental responsibilities described in 570.604; and the Sub-Grantee does not assume the CCBOH'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

The CCDOD may, from time to time, permit changes in the Scope of Services of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

The CCDOD 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 Cuyahoga County Council and are pursuant to the provisions of Item III of the Agreement. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

The CCDOD may upon its own initiative or upon that of the Sub-Grantee, authorize changes in the time of performance as established in Item II of the Agreement. As a condition precedent to the authorization of such change, the CCDOD 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. Any change in the time of performance shall be agreed to by the Sub-Grantee and the CCDOD in writing, 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 CCDOD
- 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 CCDOD 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 CCDOD 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 LEAD funds granted pursuant to this Agreement; or
- E. Exercise any and all additional rights the CCDOD may have in law or equity.

Termination pursuant to clause (A) above shall be effective five (5) days after the date the CCDOD 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 CCDOD, shall become the property of the CCDOD 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 CCDOD determines that any money owed the CCDOD by the Sub-Grantee has not been paid.

SECTION 18 - TERMINATION FOR NECESSITY OF THE CCDOD

The CCDOD may terminate this Agreement for necessity by giving at least thirty (30) days notice in writing from the CCDOD to the Sub-Grantee. If the Agreement is terminated by the CCDOD 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 CCDOD for the use of the Sub-Grantee. At the expiration of the project, the CCDOD may reclaim possession of said property.

SECTION 20 - SECTION 3, - HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968

- A. 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 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.
- B. 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 rules and orders of the Department issued thereunder 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.
- C. 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.

SECTION 21 - INDEMNIFICATION

To the extent permitted by Ohio law, Sub-Grantee agrees to indemnify and save harmless the CCDOD against all liability, claims, demands, losses, damages and costs arising from any act or omission by, or negligence of, Sub-Grantee or its Sub-Grantees or the officers, agents, or employees of either while engaged in the performance of this Agreement.

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 LEAD 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 CCDOD and the Sub-Grantee agree that the conduct and control of the work to be performed will lie solely with Sub-Grantee. Sub-Grantee is not to be considered an agent or employee of the CCDOD 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. Sub-Grantee shall not limit 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 LEAD 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 which 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 LEAD expenditure for the public services.

SECTION 26 - PUBLIC ACCESS TO PROGRAM RECORDS

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

SECTION 27 - GRANT CLOSE OUT PROCEDURES

This Agreement will be closed out when:

1. All costs to be paid with LEAD fund have been incurred, and
2. The work to be assisted with LEAD funds has been completed, and
3. After responsibilities of the Sub-Grantee under the grant Agreement have been carried out satisfactorily.
4. Within 30 days of the close-out date as determined above, the Sub-Grantee shall submit all requests for reimbursement to the CCDOD, with the exception of retainer fees (if applicable).
5. The CCDOD will cancel any unused portion of the awarded grant amount to drawn by the Sub-Grantee within 30 days of the close-out date unless the CCDOD is notified in advance by

the Sub-Grantee of the reasons for not canceling the grant amount.

6. Any unused grant funds will be captured by the CCDOD for use in eligible LEAD program objectives.

SECTION 28 - MONITORING

The CCDOD is responsible for monitoring the Sub-Grantee's LEAD funded activities to assure compliance with applicable Federal requirements and to assure that performance goals are being achieved. Generally, one on-site monitor visit will be conducted during the period of this Agreement.

SECTION 29 - 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 Contracts Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-278a-5; 40 USC 327 and 40 USC 276c) 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 which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CCDOD 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 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 ration of apprentices and trainees to journeyworkers; 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, provision meeting the requirements of this paragraph

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Exhibit B

ACCOUNTING AND FISCAL MANAGEMENT PROCEDURES

SECTION 1 - GENERAL

The Sub-Grantee will be required to establish and maintain a standard accounting system which will provide effective financial controls and meet the requirements of the Agreement.

When audits are performed in accordance with the provisions of the Agreement, discovery of the failure of the Sub-Grantee to use generally accepted accounting principles may result in the disallowance of expenditures for which the Sub-Grantee will be liable and for the assessment of sanctions pursuant to, without limitation, Section 17 of the Terms and Conditions.

The CCDOD reserves the right to review all financial records in order to assess the financial condition of the agency. If the CCDOD determines that the Sub-Grantee's financial condition or the methods and practices it uses to manage its financial systems may jeopardize LEAD 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 CCDOD, 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 LEAD 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 CCDOD 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 which 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, unobligated 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. Also, the relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the CCDOD.
- E. Procedures for determining the allowability and allocability of costs in accordance with the provisions of Section 2 of the Terms and Conditions.
- F. Accounting records which 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 CCDOD.
- B. Disbursements must be applied only to the authorized use as specified in the scope of services & 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 CCDOD, 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 CCDOD 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 CCDOD 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, as applicable.

SECTION 4 - AUDIT REQUIREMENTS

Sub-Grantees that receive more than \$300,000 in federal financial assistance from any source shall in any year have an audit made in accordance with Circular No. A-133.

The Audit shall be made by an independent auditor in accordance with Generally Accepted Government Auditing Standards covering financial and compliance audits. "Generally Accepted Government Auditing Standards" means the Standards for Audit of Government Organizations, Programs, Activities and Functions developed by the Comptroller General, dated February 27, 1981, as may be revised or amended.

The Sub-Grantee is required to send the CCDOD a copy of its Audit for the time period when LEAD funds are expended

SECTION 5 - PROGRAM INCOME

The Sub-Grantee shall comply with the standards set forth in 24 CFR Part 85 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:

Added to funds committed to the project by the CCDOD and be used to further eligible LEAD program objectives;

Used to finance the Sub-Grantees' share of the project when approved by the CCDOD; or

Deducted from the total project costs in determining the net costs on which the LEAD 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 LEAD funds in excess of \$25,000 must be used to meet one of the HUD National Objectives until five years after grant close-out (Part II, Section 28); and

If such property is not used in accordance with the above paragraph, the Sub-Grantee shall pay the CCDOD an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-LEAD 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 LEAD funds in excess of \$25,000) 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 years after grant close-out (Part II, Section 28)

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 CCDOD an amount as determined above (Part III, Section 6B). If the change of use occurs after grant close-out, the provisions governing program income (Part III, Section 5) shall apply.

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

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