

## **GENERAL AGREEMENT**

### **NEIGHBORHOOD STABILIZATION PROGRAM III COMPETITIVE MUNICIPAL GRANT PROGRAM**

#### **PART I**

THIS AGREEMENT is made and entered into this 3rd day of OCTOBER, 2011 by and between the COUNTY OF CUYAHOGA, OHIO, (the "County"), on behalf of the Department of Development ("DOD"), and the Village of Newburgh Heights, a political subdivision of the State of Ohio, with principal offices located at 4000 Washington Park Boulevard, Village of Newburgh Heights, Ohio 44105 (the "Sub-grantee").

WHEREAS, such activities to be performed include acquisition, redevelopment and/or rehabilitation of vacant, foreclosed or abandoned residential properties;

WHEREAS, the County 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 County and the Sub-grantee agree as follows:

#### **ITEM I - SCOPE OF SERVICES:**

For detailed description of Scope of Services refer to Schedule A attached. Amendment to the Scope of Services shall be subject to the provisions of Part II, Section 14, Paragraph A, hereof.

#### **ITEM II - TIME OF PERFORMANCE:**

- A. The services of the Sub-grantee are to commence July 12, 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 January 11, 2013.
- B. Amendment to the time of performance shall be subject to the provisions of Part II, Section 14, Paragraph C, hereof.

#### **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 \$250,000.00 for all of the services required. 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 at a minimum on a quarterly basis reimbursing the Sub-grantee for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget. The Sub-grantee shall submit an invoice itemizing both actual time expended and costs incurred in performance of said Scope of Services and in accordance with the Scope of Services and the 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.  
  
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.
- D. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- E. 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.
- F. Board of Cuyahoga County Commissioner's Resolution Number 1895 dated July 4, 1975 et seq. adopting an expanded program for Equal Opportunity in all activities funded by or through the Board of Cuyahoga County Commissioners.
- 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 CDBG.

**ITEM V - PERSONNEL ASSIGNED**

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

County of Cuyahoga

Kimberly S. Cooper  
Name

Housing Development Specialist  
Title

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

(216) 443-7267  
Telephone

(216) 348-4477  
Fax

Village of Newburgh Heights

Jason Popiel  
Name

Engineer  
Title

Village of Newburgh Heights  
4000 Washington Park Boulevard  
Village of Newburgh Heights, Ohio 44105

(330) 687-8113  
Telephone

(330) 657-2146  
Fax

**ITEM VI - CONDITIONS & ATTACHMENTS**

It is expressly understood and agreed that Attachment I-Budget, Schedule "A" Scope of Services, Part II, "Terms and Conditions", and Part III, "Accounting and Financial Management" attached hereto are made a part hereof as if fully rewritten herein.

By entering into this Agreement or by submitting a bid or a proposal, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring 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 effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 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.

COUNTY OF CUYAHOGA, OHIO <sup>Edward Fitzgerald, County Executive</sup>

*Ed Fitzgerald/ark*

2012-03-06 18:02:21

BY: \_\_\_\_\_

Title: County Executive

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

VILLAGE OF NEWBURGH HEIGHTS, OHIO

BY: *[Signature]*

Title: Mayor

Date: 10/3/11