

RESOLUTION NO. 2024-37

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE BOARD OF LAKE COUNTY COMMISSIONERS TO RECEIVE AMERICAN RESCUE PROGRAM ACT (“ARPA”) FUNDS FOR THE E. 305TH STREET SANITARY AND STORMWATER TRUNK SEWER REHABILITATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, Lake County has applied for funds from the U.S. Department of Treasury under the Coronavirus State and Local Fiscal Recovery Funds, Willowick has requested and the Board of the Lake County Commissioners has agreed, to use certain amounts of the ARPA funds received from the U.S. Department of Treasury for funding the City of Willowick’s E. 305th Street Sanitary and Stormwater Rehabilitation Project, pursuant to the terms of a Subrecipient Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Willowick, County of Lake, and State of Ohio:

Section 1. That the Mayor of the City of Willowick is hereby authorized to enter a written Subrecipient Agreement with the Board of Lake County Commissioners for receipt of ARPA funds for construction of the E. 305th Street Sanitary and Stormwater Rehabilitation Project, in a form substantially similar to the agreement annexed as Exhibit A and incorporated herein, and to execute all documentation necessary to formalize the validity and implementation of said Agreement.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

Section 3. This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the usual and necessary daily operation of the municipal sewers; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

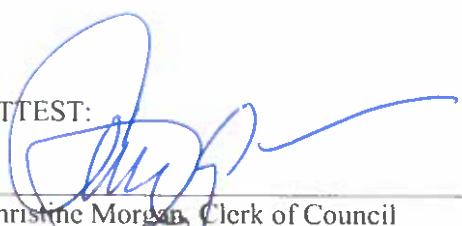
PASSED: 7/14, 2024



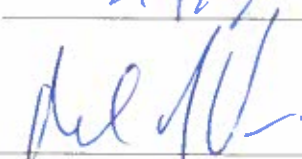
Monica Koudela, President of Council

SUBMITTED to the Mayor for his approval
on 7/17, 2024

APPROVED by the Mayor on
7/17, 2024

ATTEST:


Christine Morgan, Clerk of Council



Michael J. Vanni, Mayor



**AGREEMENT BETWEEN LAKE COUNTY, OHIO AND THE CITY OF WILLOWICK, OHIO
FOR THE WILLOWICK EAST 305TH ST. SEWER/ STORM WATER REHABILITATION
PROJECT**

THIS AGREEMENT, is entered this ____ day of _____, 2024 by and between the County of Lake, Ohio (herein called the “Grantee”) and the City of Willowick, Ohio (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Treasury under the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), established by the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, the U.S. Department of Treasury has issued its Final Rule (the “Rule”) to implement the SLFRF under ARPA, which among other provisions, sets forth the eligible purposes for which ARPA funds may be used and conditions under which the expenditures may be made; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing its ARPA funds to carry out part of the Grantee’s award; and

WHEREAS, the ARPA funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee’s federal award, and the use of such ARPA funds must be in accordance with requirements imposed by the Rule and any other related Federal statutes, regulations, and the terms and conditions of the Grantee’s federal award;

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

I. SCOPE OF SERVICE

A. Activities

As a condition to receiving the subaward under this Agreement, the Subrecipient shall administer the ARPA funds granted hereunder, which includes performing all of the work described in this Section. The Subrecipient will be responsible to work with and under the direction of the Lake County Commissioners in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing the ARPA funds provided for herein. Subrecipient shall only carry out the activities described in this Agreement. Such program will include the following activities eligible under the American Rescue Plan Act of 2021:

The Subrecipient has caused to be submitted to the Grantee a funding request to pay a portion of the costs of the improvements to main storm and sanitary sewers and related improvements comprising the Willowick East 305th St. Sewer/Storm Water Rehabilitation Project and necessary related appurtenances thereto and further described in Exhibit A, attached hereto and incorporated herein by reference, in Lake County, Ohio (such improvements described in Exhibit A referred to herein as the “Activity” or the “Improvements”).

B. General Administration/Eligibility for ARPA Funding

Eligible Use Category. The parties agree that the Activity is eligible for ARPA funding under the category referred to under the Rule under the category: “Making necessary investments in water, sewer and broadband infrastructure”. The estimated cost of the Improvements to be funded by ARPA funding is \$207,834. Eligibility for the Activity under ARPA is further defined

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

and described in the Memorandum set forth in Attachment I hereto and incorporated by reference hereby.

C. Program Delivery

The Subrecipient hereby agrees to utilize funds made available to it under this Agreement for the construction and installation of the sanitary and storm sewer improvements (comprising the Improvements) as detailed in Exhibit A attached hereto.

All activities funded with ARPA funds must meet one of the ARPA program’s objectives:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control.
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs.
- Support immediate economic stabilization for households and businesses.
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.
- As further described above, the parties hereby agree that the Activity meets the goal of the third and fourth bullet points above.

D. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, building improvements installed and should also include timeframes for performance.

The Subrecipient agrees to provide the following:

<u>Activity</u>	<u>Performance Goal</u>	<u>Timeframe for Completion</u>
Activity #1	Construction of the Improvements	Spring 2025

E. Staffing

The staff of the Grantee will work closely with the key personnel from the Subrecipient assigned to carry out the activities under this Agreement to ensure program compliance. The Lake County Commissioners’ Office and Lake County Planning and Community Development Department will be responsible for the training of said personnel in the administration of said program.

Key Personnel:

Mayor Michael Vann, City of Willowick, Ohio

F. Performance Monitoring and Reporting

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above and in accordance with regulations on Subrecipient Monitoring and management (2 CFR 200.330- 2CFR 200.332), to ensure Subrecipient compliance with all of the requirements of this Agreement. Substandard performance as determined by the Grantee will

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures may be initiated.

The Subrecipient shall submit regular progress and financial reports to the Grantee on a quarterly basis, or such other periodic basis as mutually agreed to in writing by the parties hereto.

II. TIME OF PERFORMANCE

The period of performance for Subrecipient, meaning the time during which Subrecipient may incur new obligations to carry out the Activity under this Agreement, shall start on the [redacted] day of [redacted] 2024 and end on the 31st day of December 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of ARPA funds.

III. BUDGET

<u>Line Items</u>	<u>Amount ARPA Funds:</u>
Salaries	\$ 0.00
Fringe	0.00
Office Space	0.00
Communications	0.00
Reproduction/Printing	0.00
Supplies and Materials	0.00
Mileage	0.00
Audit	0.00
Indirect Costs (Specify)	0.00
Construction	\$207,834.00
Administrative	\$0.00
TOTAL	\$207,834.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$207,834. Drawdowns for the payment of eligible expenses will be made on a reimbursement basis (a "Reimbursement Draw"), or Subrecipient shall submit to Grantee requests for payment of Activities under this Agreement and consistent with the approved budget (a "Request for Payment"). Each Reimbursement Draw or Request for Payment shall be broken down into requested draws and shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

The Grantee shall pay to the Subrecipient ARPA funds available under this Agreement based on information submitted by the Subrecipient for allowable costs permitted under this Agreement and consistent with the approved budget. With the exception of advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts.

Payment will be made upon submission by the Subrecipient of a properly executed Reimbursement Draw or Request for Payment, as applicable, together with all supporting invoices, bills, time sheets or other documents necessary to justify and substantiate payment. This includes verification of prevailing wage compliance. The Reimbursement Draw or Request for Payment must also be accompanied by documentation from the Subrecipient demonstrating that all procurements for which payment is requested have been made in accordance with this Agreement.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302-305, 200.327, 200.402-411 and 24 CFR 570.502.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via commercial courier, or personal delivery or sent by electronic mail. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

Grantee
Jason Boyd
County Administrator
County of Lake, Ohio
105 Main Street, Suite 513
Painesville, OH 44077
440-350-2745
Jason.boyd@lakecountyohio.gov

Subrecipient
Mayor Michael Vanni

City of Willowick, Ohio
30435 Lake Shore Blvd.
Willowick, OH 44095
440-585-3700
mvanni@cityofwillowick.com

VI. SPECIAL CONDITIONS (N/A)

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of the Rule and the "Lake County, Ohio American Rescue Plan Act Guidance: Uniform Administrative Requirements" and "Lake County ARP Procurement Policy" attached hereto as Exhibit B and incorporated by reference hereby.

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

The Subrecipient hereby acknowledges that the Project is subject to Ohio Prevailing Wage Laws. Further, Subrecipient shall include or cause to be included in each contract and subcontract issued in connection with the construction of the Project the provisions set forth in Exhibit C hereof, such provisions, to the extent not otherwise provided for herein, are deemed incorporated herein by reference.

The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall be responsible for any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

Workers Compensation Insurance coverage is required for all contractors involved with projects utilizing funds from this grant.

E. Insurance & Bonding

The Subrecipient shall carry or cause to be carried sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with or cause its construction agent to comply with the bonding and insurance requirements of 2 CFR 200.310, and 2 CFR 200.326, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with Department of Treasury and local guidance, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

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

I. Subrogation

In consideration of Subrecipient's receipt of funds from the Grantee, Subrecipient hereby assigns to the Grantee all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief under any federal program to the extent of proceeds paid to Subrecipient under this Agreement and that are determined in the sole discretion of the Grantee to be a "Duplication of Benefits" ("DOB"). Upon receiving any DOB proceeds, Subrecipient agrees to immediately notify the Grantee. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantee forthwith.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200.302-305, 200.327, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles [Reserved]

3. Documentation and Record Keeping

The Subrecipient shall maintain all records required by the Federal regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the objectives of the ARPA program;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with the fair housing and equal opportunity, as applicable;
- e. Financial records as required by 2 CFR 200.302-305, 200.327; and
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- g. Where applicable, the subrecipient shall be responsible for contractor/subcontractor activity on HUD forms (2516).
- h. Subrecipient is responsible for submitting performance reports and accomplishments on forms provided by Grantee.
- i. Records demonstrating adherence to the ARPA procurement policies.

4. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

5. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

6. Close-outs

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

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200, Subpart F.

B. Reporting and Payment Procedures

1. Program Income

Where applicable, the Subrecipient shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ARPA funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

Payment hereunder shall be made in accordance with the provisions of Paragraph IV. hereof.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. These reports shall accompany any Request for Payment or Reimbursement Draw as noted in Paragraph IV hereof.

C. Procurement

1. Compliance

The Subrecipient shall comply with Federal Procurement under 2 C.F.R. Part 200/Uniform Guidance Conformity and current Grantee policy (“Lake County, Ohio American Rescue Plan Act Guidance: Uniform Administrative Requirements” and “Lake County ARP Procurement Policy”) and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.502, and 2 CFR 200.317-327.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502, 570.503, 570.504 and 2 CFR 200.310-311, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any ARPA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment).

Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the ARPA program or (b) retained after compensating the

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

Grantee an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment.

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

If applicable, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all applicable state and local laws.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and 2 CFR 200.300.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract as specified in 2 CFR 200.321. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Where applicable, the Subrecipient is also required to submit Form U.S. Department of Housing and Urban Development Form 2516 ("Contract and Subcontract Activity").

3. Access to Records

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

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of Ohio Prevailing Wage guidelines and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

Where applicable, the Subrecipient 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 provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining 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 Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

The parties hereto do not anticipate any activities under the Programs will entail a need to comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of the construction agency agreement with the Construction Agent and any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611, and 2 CFR 200.112, 200.318, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. Lobbying Certification

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

6. Copyright

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

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization, and activities will be consistent with 24 CFR 5.109.

8. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

In order to participate in this Agreement, the Subrecipient hereby certifies that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

The Subrecipient shall, include without modification the Certification language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR part 76.

XI. ENVIRONMENTAL CONDITIONS

All construction or rehabilitation projects shall receive approval from the Grantee prior to begin the activities described in this contract to ensure the proper environmental and historic documentation is completed. The Subrecipient shall provide the location of all construction or rehabilitation activities.

A. Air and Water

When applicable, the Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[Balance of page intentionally left blank.]

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

Date _____

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

**Board of Lake County Commissioners, County
of Lake, Ohio**

City of Willowick, Ohio

By:  _____

By:  _____

Name:
Its: President

Name:
Its:

Attest:  _____

Attest:  _____

Countersigned:  _____

Budget Director (attesting that ARPA funds are available for this eligible activity)

Countersigned:  _____

Lake County Assistant County Prosecutor (attesting that project is eligible under ARPA funds)

EXHIBIT A

Improvements Description

EXHIBIT B

**Lake County, Ohio American Rescue Plan Act Guidance: Uniform Administrative Requirements
and Lake County ARP Procurement Policy**

EXHIBIT C

The following provisions entitled "Federal Grant Compliance – American Rescue Plan Act of 2021" shall be incorporated into each contract or subcontract entered into in connection with the Project.

Federal Grant Compliance - American Rescue Plan Act of 2021

All references to the Contractor shall include the Contractor, any construction manager and all subcontractors and suppliers at any tier.

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through §200.327 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. All applicable local, state, and federal procurement requirements will be followed when expending federal funds. Should the State of Ohio have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. 41 C.F.R. 60-1.4(b).

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 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").

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A contract with a Contractor will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OBM guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p.189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor affirmatively represents and warrants that it

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

is not excluded from doing business with the federal government (see www.sam.gov/SAM/) or state government (ohioauditor.gov/findings.html), and neither it nor its owners/officers have been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency or state government or agency thereof. This contract shall become null and void if Contractor becomes barred as a person or entity listed in SAM as a prohibited or restricted source.

The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The Contractor shall comply with CFR §200.216, Prohibition on certain telecommunications and video surveillance services or equipment. The Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

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

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

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

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

In implementing the prohibition under Public Law 115 -232, Section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

customers is sustained.

See Public Law 115-232, Section 889 and § 200.471 for additional information.

Minority Owned, Women Owned, and Small Business Vendors. The Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms ("MWSB Vendors") are used whenever possible. Such steps include:

- i. Placing qualified MWSB Vendors on solicitation lists when such vendors submit sufficient documentation of qualifications;
- ii. Soliciting MWSB Vendors whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MWSB Vendors;
- iv. Establishing delivery schedules, where requirement permits, which encourage participation by MWSB Vendors; and
- v. Using services and assistance, as appropriate, of such organizations as Small Business Administration and the Minority Business Development Agency of the Department of Commerce

The Contractor shall, as appropriate and to the extent consistent with law, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregate such as concrete; glass, including optical fiber; and lumber.

ACKNOWLEDGEMENT OF
AMERICAN RESCUE PLAN ACT FUNDING AND
COMPLIANCE BY CONTRACTORS

The Contractor hereby acknowledges that this project is a federally funded project with funds from the American Rescue Plan Act of 2021 (“ARPA” or the “Act”), that funding is contingent upon compliance with all terms and conditions of the ARPA funding award, and that the bidder agrees to comply with all of the terms and conditions of the ARPA funding award and the terms and conditions in the Procurement Standards codified in 2 C.F.R. 200.317 through 200.327 and as outlined in the Federally Required Contract Provisions contained in Bid Document - Federal Grant Compliance - American Rescue Plan Act of 2021.

Signature

Date

Title

Company

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

EQUAL OPPORTUNITY EMPLOYMENT
ASSURANCE OF COMPLIANCE

_____ (hereinafter called "BIDDER") hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.S. 88-352) to the end that in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, creed or national origin be excluded from employment by the BIDDER and hereby gives assurance that it will immediately take any measure to effectuate this agreement.

This ASSURANCE is given in consideration of and for the purpose of complying with the Equal Opportunity Employment section in the Instructions to BIDDERS and to generally qualify the BIDDER for award of the contract. The BIDDER recognizes and agrees that such contracts or purchase agreement will be extended in reliance on the representations and agreements made in this assurance, and that the OWNER shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the BIDDER, its successors, transfers, and assignees. Furthermore, the person whose signature appears below is authorized to sign this assurance on behalf of the BIDDER.

DATE

SIGNATURE

TITLE

FIRM

EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF: **OHIO**

COUNTY OF: **LAKE**

_____ being first duly sworn, deposes and says that he is _____ (President, Secretary, etc.) of the party who made this proposal; that such party as BIDDER does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the BID and contract under this proposal, said party shall take affirmative action to insure that all applicants for employment shall be considered, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best BIDDER under the foregoing proposals, this party shall post nondiscrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the OWNER if selected as the successful BIDDER by the OWNER.

Signature

Affiant

Company/Corporation

Address

City/State/Zip

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Notary

(Seal)

SUBRECIPIENT AGREEMENT:
AMERICAN RESCUE PLAN ACT OF 2021

BYRD ANTI-LOBBYING AMENDMENT
CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, _____ of _____ (the "Company") hereby certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Company Authorized Official

Name and Title of Company Authorized Official

Date