COOPERATION AGREEMENT BY AND BETWEEN
CRAWFORD COUNTY
AND
CITY OF MEADVILLE
FOR
CDBG PROGRAM ADMINISTRATION

THIS AGREEMENT, entered into on the 23rd day of January, 2019 by and between the Crawford County (hereinafter referred to as the "County") and the City of Meadville (hereinafter referred to as the "City").

WHEREAS, pursuant to the provisions of Pennsylvania Act 179 of 1984, Crawford County, is eligible to apply for and receive an annual allocation of Community Development Block Grant (CDBG) funds from the Pennsylvania Department of Community and Economic Development (PA DCED) with said funds to be used to assist the "non-entitlement" municipalities within the County, to undertake housing and community development projects, which primarily benefit person of low-to moderate-income; and

WHEREAS, PA DCED has informed the County that an annual amount of Community Development Block Grant funds can be applied for to benefit both non-entitlement and entitlement municipalities, which shall be disbursed as follows:

- Allocation to Crawford County (to benefit non-entitlement municipalities)
- Allocation to Crawford County (to benefit the City of Meadville)

WHEREAS, the County and the City have conducted the required public hearings to obtain citizen input as well as to formulate community development plans, which identify and prioritize needs along with the activities to be undertaken with CDBG funds to address such needs; and

WHEREAS, the County, in coordination with the City, will review and approve the plans and proposed activities and will prepare the application for funding in accordance with program requirements to be submitted to the PA DCED on an annual basis.

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

I. SCOPE OF SERVICES:

Pursuant to this Agreement, the COUNTY agrees to

1. The County will prepare the CDBG Application to DCED for funding on behalf of the City in the amount allocated by DCED on an annual basis.

2. The County will ensure proposed activities from the City are eligible under the CDBG program and meet one of the three national objectives.

3. The County will prepare publicity for and conduct the second public hearing to receive public comment on potential projects, in accordance with the Citizen Participation Plan.

4. The County will designate a fair housing officer and publish a Fair Housing Notice, on an annual basis.

5. The County will organize an annual activity to affirmatively further Fair Housing.

6. The County will be responsible for the implementation of all plans required by the CDBG program.

7. The County will be responsible for responding to all DCED written correspondence regarding the implementation of the grant.

8. The County will designate a single point of contact for DCED inquiries.

9. The County will enter into the CDBG grant agreement with the Commonwealth of Pennsylvania on behalf of the City.

10. The County will be responsible for all assurance and compliance with all Federal and State regulations, regarding the CDBG Program.

11. The County will prepare the Environmental Review Record (ERR) for each activity selected by the City.

12. The County will be responsible for and certify that it has complied with all the environmental review procedures and certifications, in accordance with the NEPA regulations.

13. The County will be responsible for procurement in the form of advertising, MBE/WBE outreach, Section 3 outreach, verification of contractor eligibility (www.sam.gov), and review/approval of contractor invoices for payment.

14. The County will be responsible for labor compliance in the form of wage rate determination and monitoring and payroll review.

15. The County will be responsible for all monitoring by DCED of the CDBG activities, and the correction of any and all deficiencies or findings.

16. The County will be responsible for the repayment of funds for any activities found to be ineligible by DCED, for activities of 2018 and beyond. The County will not be responsible for project changes and ineligibility for activities prior to 2018.

17. The County will be responsible for the IDIS System and financial recordkeeping requirements.

18. The County will be responsible for maintaining all records related to the administration of the CDBG program.

19. The County will be responsible for processing all invoices and drawing down funds for disbursement to contractors.

20. The County will advertise and/or approve program modifications or revisions as necessary and as requested and prepared by the City.

21. The County will be responsible for the closeout of the grant program.

Pursuant to this Agreement, the CITY agrees to:

1. The City will cooperate with the County's CDBG program administrator to ensure the effective, efficient, and timely implementation of the project.

2. The City will select eligible activities, which meet one of the three national objectives, and comply with all of the CDBG regulations.

3. The City will conduct the first public hearing for input on potential projects. The will assist the County with the preparation and administration of the second public hearing, in accordance with the Citizen Participation Plan.

4. The City may assist the County in the preparation of the Environmental Review Record. However, the County will serve as the Responsible Entity and will maintain all recordkeeping regarding the Environmental Review process.

5. The City will complete income surveys prior to submittal of the application to determine if a service area is predominantly low-and moderate-income.

6. The City will be responsible for procurement in the form of preparation of bid documents, bid deposit, holding of a pre bid meeting, holding of a pre-construction conference, providing 'Notice of Award' and 'Notice to Proceed' letters, reviewing of contractors invoices before submitting to the County for payment, and acceptance of final work product. All proof of completion of this work will be provided to the County.

7. The City will be responsible for labor compliance in the form of job site interviews, construction site visits, and posting of appropriate information at the job site. All proof of completion of this work will be provided to the County.

8. The City will assist the County with writing the Community Development Plan.

9. The City will approve the Community Development Plan, by resolution.

10. The City will authorize the County, by resolution, to submit the CDBG application on its behalf, as prepared to DCED, and will sign all forms required to be submitted with the CDBG application.

11. The City will assist the County with the monitoring of the CDBG contract by DCED, which includes providing documentation to the County to maintain project files.

12. The City will assist the County in the required annual activity to affirmatively further Fair Housing.

13. The City will be responsible for any cost overruns that are not or cannot be covered by the program.

Pursuant to this Agreement, the CITY shall not proceed with the following, without final approval from the COUNTY:

1. Site preparation or construction.

2. Approve any change orders involving scope of work or changes in the project.

II. TIME OF PERFORMANCE:

The Services covered under this Agreement will commence on the signing of this Agreement and shall terminate upon the completion and closeout of the CDBG Program or five (5) years after the approval of the Grant Agreement with DCED, whichever is more. The term of this Agreement and the provisions contained herein shall be extended to cover any additional time period during which the County remains in control of the CDBG funds or other CDBG assets, including program income. Either party my terminate this agreement, with or without cause, upon giving one years' advance written notice to the other party in accordance with Sectoin V of this Agreement (Notices)."

Milestones

ACTION	DEADLINE DATE
1st Public Hearing	No less than 45 days prior to submission deadline imposed by DCED
Selection of activities and preparation of application including resolution submitting to County	All activities shall be designed and ready for bidding within 12 months of contract award by DCED
Implementation of activities	All activities shall be completed within four years of contract award by DCED

III. BUDGET:

For Administration of the 2018 CDBG Program and future years, the County will be eligible to receive up to 6% of the total amount of the CDBG grant and program income and the City will be eligible to receive up to 10% of the total amount of the CDBG grant and program income. All project delivery costs will be taken out of the budget line item amount. The County will provide the City with an accurate up to date budget prior to approval of the application by the City. In addition, the County will provide the City with a bi-annual financial statement and balance sheet for the CDBG Program.

For Administration of CDBG Program related activities for fiscal years prior to 2018, the County will invoice the City for CDBG Program services at an hourly rate compensable with staff wages and benefits. The County will not hold any responsibility or liability for the completion or non-compliance with federal or state regulations of program years prior to 2018. Services for pre-

2018 program services will be detailed on invoices to be sent to the City periodically, but no less often than monthly, unless no charges were incurred during the relevant month. City agrees to pay all such invoices within 30 days of their receipt.

IV. PAYMENTS:

It is expressly agreed and understood that the total amount of administrative funds to be paid to the County and the City under the annual CDBG Program is limited to the maximum of 18% of total grant funds and program income.

V. NOTICES:

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

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

County:

Francis F. Weiderspahn, Jr.
903 Diamond Park
Meadville
Pennsylvania, 16335

City:

LeRoy Stearns
894 Diamond Park
Meadville
Pennsylvania, 16335

VI. SPECIAL CONDITIONS:

The City will allocate 2% of the maximum 18% administrative funds for planning activities. The City may collect this amount over multiple funding allocations to contribute to larger planning activities; however, the administrative funds must be spent within five (5) years of the effective date of this contract.

The County will conduct an annual CDBG program training within Crawford County, and the City agrees to have appropriate representatives attend each annual training. These trainings are conducted to ensure that all entitlement and non-entitlement program projects in Crawford County comply with federal and state regulations. If the City fails to send appropriate representatives to attend each annual CDBG program training, such failure will be considered a default under this contract. If such a default occurs, the City agrees to hold harmless the County, its officers, agents and employees, from all liability associated with or in any way pertaining to the failure of any CDBG project to comply

with federal and state regulations. Further, the City agrees to reimburse the County for any economic loss sustained by the County as a result of the City's default under this paragraph.

To comply with federal regulations regarding the expenditure of administrative funds, this contract will expire on December 31, 2023.

VII. GENERAL CONDITIONS:

A. General Compliance –

The County agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations. The County and the City also agree to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The County and City further agree 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 County and the City shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless –

The County and the City shall hold harmless, defend and indemnify each other from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the County's and/or City's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Insurance & Bonding –

The County and the City shall carry 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 CDBG Grant.

The County shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

E. Grantee Recognition –

The City shall insure recognition of the role of the County 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 County will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments –

The County or City 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 County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or City from its obligations under this Agreement.

The County 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 the County and City.

VIII. ADMINISTRATIVE REQUIREMENTS:

A. Financial Management –

1. Accounting Standards

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

2. Cost Principles

The County shall administer the program in conformance with 2 CFR 200.401 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping –

1. Records to be Maintained

The County shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, 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 one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The County shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement until given notice from the Federal Government regarding release of records. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the notice of release of records, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

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

4. Disclosure

The County understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's responsibilities with respect to services provided under this contract.

5. Close-outs

The County's obligation 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 County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the County has control over CDBG funds, including program income.

6. Audits & Inspections

All County records with respect to any matters covered by this Agreement shall be made available to the City, DCED and the United States Government 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 County within 30 days after receipt by the County. Failure of the County to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The County hereby agrees to have an annual agency audit conducted in accordance with current policy concerning subrecipient audits and 2 CFR 200.501

C. Reporting and Payment Procedures –

1. Program Income

The County shall report monthly, all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the County shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the County 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 County 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 County.

2. Indirect Costs

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

3. Progress Reports

The County shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City.

D. Procurement –

1. Compliance

The County shall comply with current DCED policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. OMB Standards

Unless specified otherwise within this agreement, the County shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318.

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS:

A. Civil Rights –

1. Compliance

The County agrees to comply with the state civil rights ordinances and 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.

2. Nondiscrimination

The County 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. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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, cleared or improved with assistance provided under this contract, the County 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 state and the United States are beneficiaries of and entitled to enforce such covenants. The County, 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 County 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.

B. Affirmative Action –

1. Approved Plan

The County agrees that it shall be committed to carry out pursuant to the HUD's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

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

The County 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 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 AfroAmericans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The County may rely on

written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

The County will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the County'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 County will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The County 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 County 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 County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) 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 County agrees to comply with the Copeland AntiKick 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 County shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The County 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 County 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 County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance 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 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County. Failure to fulfill these requirements shall subject the County, and any of the subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The County certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The County further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible

opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The County further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The County certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The County agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The County will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The County will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135

and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct –

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

d. Selection Process

The County shall undertake to insure 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 City along with documentation concerning the selection process.

3. Hatch Act

The County 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 County agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The County 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 County 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 CDBG-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 CDBG-assisted activity, or with respect to the proceeds from the CDBG-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 County, or any designated public agency.

5. Lobbying

The County hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; 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 subcontractors 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. Religious Activities

The County 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.

XI. ENVIRONMENTAL CONDITIONS:

A. Air and Water –

The County 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 County 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 County 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 County 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. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the County and the City 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 County and the City with respect to this Agreement.

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

CRAWFORD COUNTY

Francis F. Weiderspahn, Jr., Chairman

John M. Amato

John Christopher Soff

ATTEST:

Gina Chatfield, Chief Clerk

APPROVED AS TO LEGALITY AND FORM:

Keith Button, County Solicitor

CITY OF MEADVILLE

LeRoy Stearns, Mayor

Rosemarie Martinez Coroves, Controller

ATTEST:

Andrew J. Walker, City Clerk