

RESOLUTION NO. 109-2024(COTW), *Second Reading As Amended 6.24.2024*

By Mayor Seren

A Resolution authorizing the Mayor to enter agreements with various nonprofit entities for the purpose of awarding ARPA Funds in accordance with Ordinance No. 179-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio (the "CITY") received Thirty-Eight Million, Eight Hundred Seventeen Thousand, Sixty-Two Dollars and 0/100 (\$38,817,062.00) in direct payments pursuant to the American Rescue Plan Act of 2021 ("ARPA Funds")

WHEREAS, it would be in the best interests of the CITY and its residents to enter into grant agreements with the various nonprofit entities selected by this Council through Ordinance No. 179-2023 for the purpose of providing services and engaging in eligible activities as defined by federal, state, and local laws and regulations;

BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council of the CITY of Cleveland Heights (the "Council") finds and determines that it is in the best interest of the CITY, and the Mayor is hereby authorized, to enter into grant agreements in the same form or substantially similar form as the sample agreement attached hereto and incorporated by reference as **Exhibit "A"** with the non-profit entities, and for the purposes, listed in **Exhibit "B"**, but not to exceed the amounts established therein. Both Exhibits shall be on file with the Clerk of Council.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being meeting the grant deadlines. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 109-2024(COTW)



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TONY CUD  
President of Council



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ADDIE BALESTER  
Clerk of Council

PASSED: June 24, 2024

Presented to Mayor: 06/25/2024 Approved: 06/27/2024



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KAHLIL SEREN  
Mayor

**SUBRECIPIENT AGREEMENT**  
**AMERICAN RESCUE PLAN ACT – STATE AND LOCAL FISCAL RECOVERY FUNDS**  
**(ASSISTANCE LISTING NUMBER 21.027)**

This Subrecipient Agreement (“Agreement”) is made and entered into as of the [ ] day of [ ], 2024, by and between the City of Cleveland Heights, (“City”), a body politic and corporate of the State of Ohio and [Insert Subrecipient Name here], an [Insert type of entity here] (“Subrecipient”; collectively referred to as “the Parties” and individually as a “Party”) to establish an agreed upon protocol for the administration and management of the American Rescue Plan Act (ARPA) (Assistance Listing Number 21.027) – [Insert initiative name here] subaward project described below. The City and [Insert subrecipient name here] are organized and existing by virtue of the Constitution and/or laws of the State of Ohio.

**RECITALS**

**WHEREAS**, on March 13, 2020, the President of the United States (the “President”) issued a Proclamation, declaring a National Public Health Emergency, as a result of the Coronavirus (“COVID-19”) pandemic (the “Pandemic”); and

**WHEREAS**, on March 11, 2021, the President signed into law the American Rescue Plan Act, 2021, Section 9901, Coronavirus State and Local Fiscal Recovery Funds; and

**WHEREAS**, Section 9901 of Subtitle M of the Act established the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF” or “Program”) aimed at providing support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

**WHEREAS**, the Act authorizes the U.S. Department of Treasury (“Treasury”) to grant ARPA funds to eligible entities to address the negative health and economic impacts of the Pandemic on communities nationwide; and

**WHEREAS**, the City qualifies as an eligible unit of local government under the Act, and Treasury has granted \$38,817,062 in funds to the City (“ARPA Funds”); and

**WHEREAS**, the City has allocated approximately \$[Insert Approved Project Budget] of the ARPA Funds for the purpose of [Insert Expenditure Category/Subcategory]; and

**WHEREAS**, ARPA will further the mission of the City and serve the broader objective of protecting the health, safety, and welfare of the City by promoting the Program described in the Scope of Work, Program Reporting Requirements, and Monitoring and Fiscal Reporting (“Exhibits A – C”, respectively), attached hereto and incorporated by reference as if fully rewritten herein.

**WHEREAS**, Treasury requires that ARPA funds be obligated by December 31, 2024, that expenditure of the Funds for eligible expenses be completed by December 31, 2026, and that that time is of the essence; and

**WHEREAS**, one way the City achieves its mission is through strategic collaborations and partnerships with states, local governments, community organizations, and others; and

**WHEREAS**, Subrecipient is an established agency, which has or staffs extensive experience and expertise in providing the services offered through the Program; and

**WHEREAS**, the City desires to award this grant to Subrecipient for the administration and management of the Program in Cleveland Heights as described herein; and

**WHEREAS**, Subrecipient is able and willing to assist the City in the administration and management of the Program; and

**WHEREAS**, Subrecipient is authorized by its governing body to enter into this Agreement with the City for the purposes described herein; and

**WHEREAS**, this Agreement is executed by the Mayor as authorized by Ordinance/Resolution No. \_\_\_\_\_.

**NOW THEREFORE**, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. INCORPORATION OF RECITALS**

The recitals set forth above, together with the information contained in the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference.

## **2. ELIGIBILITY FOR THE PROGRAM**

Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. Subrecipient shall act as a subrecipient and, on behalf of the City, make Program Funds available to designated program participants within Cleveland Heights. Subrecipient shall ensure that fund usage falls into one of the following statutory categories:

- To respond to the COVID-19 public health emergency or its negative economic impacts;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
- To make necessary investments in water, sewer, or broadband infrastructure.

## **3. GENERAL PROVISIONS**

3.1. **TERM**. This Agreement shall become effective as of the date on which it is fully executed by both Parties and will continue in full force and effect until December 31, 2026, subject to earlier termination in accordance with its terms.

3.2. **OBLIGATIONS OF THE PARTIES**. Subrecipient agrees to administer the Program on behalf of the City, as described herein and in **Exhibits A - C**. The City agrees to provide up to **[Insert Allocation Here]** Dollars (**\$XXX,XXX,XXX.00**) in Program Funds to be made available to carry out the purposes of the Program. Payments will be made to the Subrecipient for eligible uses of the Program Funds, hereunder, according to the criteria for the use of such funds and the schedule specified in the **Exhibits**. Invoice submission for Program Funds shall be in accordance with the provisions provided in the **Exhibits**. Subrecipient understands any award of funds pursuant to this

agreement must adhere to official federal guidance issued on what constitute a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be refunded, returned, or otherwise repaid by Subrecipient to the City or Treasury as federal regulations may require. Notwithstanding any provision of this Agreement to the contrary, Subrecipient shall be solely responsible for ensuring that each of Subrecipient's payments are to an eligible party for an eligible use and no provision of this Agreement shall be interpreted as authorizing ineligible payments to any entity.

- 3.3. REPRESENTATIVES. Each Party to this agreement shall designate one staff representative, who shall be the primary point of contact for that Party:

[Insert Subrecipient Name Here]:

[POC Name]

[POC Role]

[Contact Info]

City of Cleveland Heights:

Eric Zamft

Director of Planning and Development

40 Severance Circle

Cleveland Heights, Ohio 44118

[ezamft@clevelandheights.gov](mailto:ezamft@clevelandheights.gov)

- 3.4. FINANCIAL MANAGEMENT AND INTERNAL CONTROLS. Subrecipient agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all eligible expenses. Subrecipient and any of the subawards issued by the Subrecipient must comply with Uniform Guidance and establish and maintain effective internal controls that provide reasonable assurance that Subrecipient is administering Program Funds in compliance with Federal statutes and regulations, and the terms and conditions of the Program. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Subrecipient's management shall consider the potential for fraud when identifying, analyzing, and responding to risks. Subrecipient's accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.
- 3.5. DUPLICATION OF BENEFITS. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) (the "Stafford Act"), as amended by Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Stafford Act. If Subrecipient receives duplicate benefits from another source, Subrecipient must refund to the City or, where required by federal law, Treasury, the monies provided through the City to Subrecipient. In order to mitigate against a duplication of benefits, the subrecipient will only apply costs that meet the following general criteria in order to be allowable under Federal awards:
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;

- Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- Are not included as contributions for any other Federal award; and
- Not claimed as a cost by another entity receiving any funding from or through the City.

3.6. **DOCUMENTATION AND RECORDKEEPING.** As required by 2 C.F.R. 200.331(a)(5), the City, or its duly authorized representative, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period but lasts as long as the records are retained by Subrecipient. The Subrecipient shall ensure the same access to documents from its subawards in accordance with 2 C.F.R. 200.331(a)(5).

3.7. **MAINTENANCE AND INSPECTION OF RECORDS.** Subrecipient and their sub awardees shall retain sufficient records including, without limitation, financial records, documents, statistical records, and all other records (collectively, "Records") pertinent to this Agreement to show compliance with the terms of this Agreement. Records shall be subject to the right of access, upon prior reasonable notice, by any duly authorized representative of the City or Treasury for the purposes of inspection, copying and auditing. The right of access also includes the City's timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to Records. The right of access is not limited to the required retention period but lasts as long as Records are retained by Subrecipient.

3.8. **RECORD RETENTION.** The Records shall be maintained by Subrecipient and any sub awardees for a period of five (5) years after the later of the following: (a) final payment is made using Program Funds; (b) completion of all close-out procedures respecting the Program, as determined by the City in its sole discretion; or (c) resolution of all litigation, claims, negotiations, audits, or other actions in relation to the Program. Record Retention under the Program is subject to the terms of the Treasury Memorandum.

3.9. **CLOSE-OUT.** Subrecipient's and the City's obligations under this Agreement shall not end until all Program close-out requirements are completed, as determined by the City in its sole discretion. Activities during the close-out period shall include but are not limited to making final payments, disposing of Program Funds, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over any Program Funding.

#### **4. MONITORING AND REPORTING**

4.1. Subrecipient agrees to provide the City access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the City with information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoupment of funds provided to Subrecipient.

- 4.2. Subrecipient shall provide to the City reports, on a periodic basis as defined by the City. Such reports shall summarize Subrecipient's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in **Exhibit C** and specify the Program Metrics and Performance Goals outlined in **Exhibit B**, attached hereto and incorporated herein. In addition, Subrecipient will furnish to the City, with reasonable promptness, such interim reports or such additional information in connection with the Services, as the City may periodically request. Reporting under the Program is subject to the reporting requirements of subsection (d) of section 603 the Act and Treasury's Compliance and Reporting Guidance, set forth in **Exhibit B**, attached hereto and incorporated herein. Subrecipient shall ensure that any sub award agreement includes metric reporting and monitoring of the sub awardee by the Subrecipient. Notwithstanding any other provision of this Agreement to the contrary, Subrecipient may be required to implement and provide documentation of Evidence-Based Interventions or program evaluations pursuant to federal regulations (see Treasury's "Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities").

## 5. TERMINATION

- 5.1. **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by the City without cause or for convenience at any time by providing at least thirty (30) days written notice to the other Party. Subrecipient shall include a termination without cause provision in any sub award agreements.
- 5.2. **CITY'S TERMINATION FOR CAUSE.** The failure of Subrecipient to observe and perform the terms, covenants, promises, and agreements on its part to be observed and performed under this Agreement constitutes an "Event of Default" after the passage of any applicable notice and cure period. Subrecipient will have thirty (30) days from the date written notice of default is delivered or mailed to Subrecipient in which to cure the default provided, however, that if an Event of Default is not reasonably capable of being cured within thirty (30) days, Subrecipient shall have such additional time as is reasonably necessary, as determined solely by the City, so long as Subrecipient has commenced to cure within thirty (30) days and is proceeding diligently to effect a cure. If Subrecipient fails to cure such Event of Default within the applicable cure period, the City may terminate this Agreement for cause, in whole or in part, by giving written notice to Subrecipient of such termination and specifying the effective date thereof. In the event of such termination for cause, Subrecipient shall be compensated for that portion of the Services performed which have been fully and adequately completed and accepted by the City through the effective date of termination. In such case, the City shall have the right to take whatever steps it deems necessary to complete the Program and correct Subrecipient's deficiencies and charge the cost thereof against the remaining approved Project Budget or to Subrecipient directly, which shall be liable for the full cost of the City's corrective action, including reasonable overhead and attorneys' fees. Subrecipient shall include a termination for cause provision in any sub award agreements that reflects the provisions of this Section.
- 5.3. **FORCE MAJEURE.** In the event that either Party is unable to perform any of its obligations under this Agreement because of natural disaster, actions or decrees of governmental bodies or communications failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party which has been so affected agrees to give immediate notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate this Agreement immediately by giving written notice to the other Party.

5.4. FUNDING AVAILABILITY//NON-APPROPRIATION. Funding for this Agreement is subject to availability of funds from the United States Government and appropriation by the City. In the event that no Program Funds or insufficient Program Funds are appropriated and budgeted for payments to be made under this Agreement, then the City shall promptly notify Subrecipient of such occurrence, and this Agreement shall terminate on the earlier of the last day of the month for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted.

5.5. DELIVERY OF INFORMATION. Subrecipient shall deliver to the City copies of all completed or partially completed information, programs, software (including source code), documentation or data (collectively, the “Documents”) developed, created or invented in connection with the Services under this Agreement within fifteen (15) days after this Agreement is terminated or completed. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized and qualifying work which has been satisfactorily completed as of the termination date. Any advanced funds not yet spent for authorized work by Subrecipient shall be promptly returned to the City within fifteen (15) days of termination.

## 6. NOTICES

All notices shall be delivered in writing and shall be communicated by electronic mail, U.S First Class Mail, fax or overnight courier to the Parties hereto at the addresses set forth below or at such other address as either Party may designate by written notice to the other:

To Subrecipient:

[POC Name]

[POC Role]

[Mailing Address]

To City of Cleveland Heights:

Eric Zamft  
Director of Planning and Development  
40 Severance Circle  
Cleveland Heights, Ohio 44118  
[ezamft@clevelandheights.gov](mailto:ezamft@clevelandheights.gov)

with copy to:

Tara Schuster  
Interim Director of Finance  
40 Severance Circle  
Cleveland Heights, Ohio 44118  
[tschuster@clevelandheights.gov](mailto:tschuster@clevelandheights.gov)

Either Party may designate a different address by giving the other Party ten (10) days written notice.

## 7. INDEMNIFICATION

7.1. Subrecipient shall indemnify, defend, and hold harmless the City its officers, directors, agents, employees, successors and assigns (“indemnified City parties”) from and against all claims and



liability due to the activities of subrecipient or another entity over which subrecipient exercises control, performed under this agreement and which result from any negligent act, error, or omission; intentional tort; intellectual property infringement; or failure to pay a subcontractor; committed by subrecipient or another entity over which subrecipient exercises control.

- 7.2. Subrecipient shall also indemnify, defend, and hold harmless the City and indemnified City parties from and against any and all expenses, including reasonable attorneys' fees which might be incurred by the City, in litigation or otherwise resisting said claims or liabilities which might be imposed on the City as the result of such activities by subrecipient or another entity over which subrecipient exercises control.

## **8. GOVERNING LAW AND VENUES**

This Agreement shall be governed by and construed under the laws of the State of Ohio. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Common Pleas Court of Cuyahoga County and/or the District Court for the Northern District of Ohio, as jurisdictionally appropriate, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

## **9. SEVERABILITY**

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

## **10. COMPLIANCE WITH LAWS (Subrecipient shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)**

- 10.1. COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS. Subrecipient acknowledges that this Agreement is governed under Ohio law and that the Subrecipient shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement, including but not limited to any compliance with prevailing wage laws. All Subrecipients, contractors, and subcontractors, whether organized as a not-for-profit or for-profit entity, must be registered with the Ohio Secretary of State to transact business in Ohio.

- 10.2. COMPLIANCE WITH FEDERAL REQUIREMENTS. Subrecipient understands that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act. The Agreement further requires compliance with certain provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable provisions of Title 2 CFR Part 200 and all other applicable Federal laws, regulations, executive orders, Treasury policies, procedures, and directives, as well as state and local laws, regulations, and policies governing the funds provided under this Agreement. Note that subrecipients should refer to the Uniform Guidance for the most current information on applicable federal regulations referenced in this agreement. Subrecipient further agrees to utilize funds available under this Agreement to

supplement rather than supplant funds otherwise available. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under Federal law or regulation, the more stringent requirement shall control.

Subcontracts, if any, must be approved in writing by the City and shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 CFR 200.303, 2 CFR 200.331-333, 2 CFR Part 200, Subpart E, and 2 CFR Part 200 Subpart F.

During the performance of this Agreement, Subrecipient shall comply with all applicable federal laws and regulations including, but not limited to the following:

#### 10.2.1. COST PRINCIPLES

Subrecipients should follow allowable cost guidance detailed in the federal regulations in 2 CFR Part 200, Subpart E. Subrecipients are responsible for effective management and administration of funds. Subrecipients should have strong internal controls and effective financial monitoring in place in order to ensure compliance with the allowable costs. Allowable cost federal regulations which apply to ARPA include, but are not limited to:

- Program funds may be used for a “reasonably proportionate” share of the costs required for federal single audits performed in accordance with the Uniform Guidance, 2 CFR Part 200, Subpart F.
- Administrative costs - both direct and indirect - associated with program implementation are permitted. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403 See Uniform Guidance, 2 CFR 200.412-200.414 for additional details.
- Per 2 CFR 200.303(a), the subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- The subrecipient management policies must consider the types of fraud that can occur within the entity to provide a basis for identifying fraud risks. Types of fraud, as defined by COSO, are as follows:
  - Fraudulent financial reporting - Intentional misstatements or omissions of amounts or disclosures in financial statements to deceive financial statement users. This could include intentional alteration of accounting records, misrepresentation of transactions, or intentional misapplication of accounting principles.
  - Misappropriation of assets - Theft of an entity’s assets. This could include theft of property, embezzlement of receipts, or fraudulent payments.
  - Corruption - Bribery and other illegal act

In addition to fraud, the subrecipient must consider other forms of misconduct that can occur within the entity, such as waste and abuse. Waste is the act of using or expending resources carelessly, extravagantly, or to no purpose. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary operational practice given the facts and circumstances. This includes self-dealing, the misuse of authority or position for personal gain or for the benefit of another. Waste and abuse do not necessarily involve fraud or illegal acts.

#### 10.2.2. CASH MANAGEMENT

SLFRF payments made to Subrecipient are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). Recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the Program award. However, any and all funds advanced to Subrecipient shall be deposited into properly insured accounts.

#### 10.2.3. AUDIT REQUIREMENTS

Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends \$750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

#### 10.2.4. EQUIPMENT AND REAL PROPERTY MANAGEMENT

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Subrecipient. Any acquisition and maintenance of equipment or real property must also be in compliance with applicable laws and regulations.

#### 10.2.5. MANDATORY DISCLOSURES

In accordance with 2 CFR 200.113, the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities

that have received a Federal award including the term and conditions outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

#### 10.2.6. NON-DISCRIMINATION

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, and (f) Chapter 749 of the Codified Ordinances of the City of Cleveland Heights which prohibits discrimination based upon age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression.

Projects funded with SLFRF should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

#### 10.2.7. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Development Agreement, Subrecipient will be required to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### 10.2.8. COPELAND ANTI-KICKBACK ACT

Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

#### 10.2.9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph 10.2.9(a) of this section, the Subrecipient, its contractor(s) or any subcontractor(s) responsible therefore shall be liable for the unpaid wages. In addition, any Subrecipient, and its subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein.

(c) Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor(s) under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Selected Respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided herein.

(d) Subcontracts: The Subrecipients or its subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR 5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5. 6) Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

#### 10.2.10.DEBARMENT & SUSPENSION

This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Subrecipient is required to verify that none of its subrecipients or subcontractors (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, throughout the period of any contract that may arise from this Agreement.

#### 10.2.11.BYRD ANTI-LOBBYING AMENDMENT.

Subrecipient certifies 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. Subrecipients shall 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 recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Subrecipient must certify compliance with the Byrd Anti-Lobbying Amendment. See, **Exhibit F**, Certification Regarding Lobbying.

#### 10.2.12.PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR ACTS.

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and subcontractors pertaining to any matter resulting from a contract.

10.2.13. CONFLICTS OF INTEREST.

Subrecipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

10.2.14. TRANSPARENCY ACT.

Subrecipient shall report Subaward and Executive Compensation Information in compliance with 2 CFR Part 170.

10.2.15. PUBLICATIONS.

Any publication produced with funds from this award must also display the following language: “This project is being supported, in whole or in part, by federal award number Assistance Listing Number (ALN – formerly known as the CFDA) 21.027 awarded to the City of Cleveland Heights, OH by the U.S. Department of the Treasury

10.2.16. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

10.2.17. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

10.2.18. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations apply to this Agreement, where applicable.

10.2.19. DISCLAIMER

The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the federal award or any other losses resulting in any way from the performance of the federal award or any contract, or subcontract under this award. By accepting this Agreement from the City, the Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

10.2.20. CODE OF CONDUCT 2 CFR 200.318(c)(1).

Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ

any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subawards. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient. If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, it must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

**11. PROCUREMENT STANDARDS (Subrecipients shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)**

Subrecipients are responsible for ensuring that any procurement of goods or services using Program Funds is consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient must have documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of the federal Uniform Guidance, for the acquisition of property or services required under a Federal award or subaward.

**METHODS OF PROCUREMENT**

When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in 2 CFR 200.1, or a lower threshold established by Subrecipient, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

**Informal Procurement Methods**

- Micro-purchases - The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as defined in 2 CFR 200.1.
- Small Purchases - The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

**Formal Procurement Methods**

When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by Subrecipient, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with 2 CFR 200.319.

The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

- Sealed Bids - A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the appropriate conditions are present (see 2 C.F.R. 200.320(b)(1)(i)).
- Proposals - A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids.

### Competition

The Uniform Guidance requires all procurement transactions for property or services to be conducted in a manner providing full and open competition, consistent with standards outlined in 2 C.F.R. 200.320. Non-competitive procurements are allowed only in circumstances where at least one of the following conditions is true:

- The aggregate dollar amount of property or services acquired does not exceed the micro-purchase threshold (see 2 C.F.R. 200.320(a)(1) for more detail);
- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the Subrecipient; or
- After solicitation of a number of sources, competition is determined inadequate.

Subrecipient is required to have an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties.

## **12. PERSONALLY IDENTIFIABLE INFORMATION**

Subrecipient and any of the Subrecipient's sub awardees must comply with 2 CFR 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information the County designates as sensitive or consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality including but not limited to compliance with state, federal, and other applicable data privacy laws. See Exhibit E for additional guidelines and requirements regarding data privacy.

## **12. WORKERS' COMPENSATION**

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

## **13. AMENDMENTS**

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cleveland Heights may, in its discretion, amend this Agreement to conform



with Federal, state or local governmental guidelines, policies and available funding amounts. 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 Parties.

#### **14. INSURANCE**

Subrecipient shall provide and maintain, at Subrecipient's own expense, during the term of this Agreement and any time period following expiration if Subrecipient is required to return and perform any of the Services or Additional Services under this Agreement, sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

#### **15. CONFLICT OF INTEREST**

Subrecipient warrants and represents to the City that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Subrecipient warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the City, and that Subrecipient has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the City shall have the right to terminate this Agreement without liability.

#### **16. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

#### **17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

#### **18. SEPARATE ENTITIES**

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Parties as separate, independent and distinct entities under Ohio or any other law. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the Parties as representatives of each other for any purpose.

#### **19. NON-LIABILITY OF PUBLIC OFFICIALS**

No official, employee or agent of the City shall be charged personally, by the Subrecipient or by an assignee or subcontractor of Subrecipient, with any liability or expenses of defense, or be held personally liable under any term or provision of this Amendment, because of the City's execution of this Agreement or its enforcement of the provisions herein.

## **20. INTERPRETATION**

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

## **21. WAIVER**

Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

## **22. EXHIBITS**

All Exhibits to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the Exhibits, the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency. This Agreement contains the following attachments:

Exhibit A – Scope of Work/Technical Specifications  
Exhibit B – Program Reporting Requirements  
Exhibit C – Monitoring and Fiscal Reporting  
Exhibit D – Request for Advance of Grant Funds (if on Advance Payment Basis)  
Exhibit E – Data Privacy Guidelines and Requirements  
Exhibit F – Certification Regarding Lobbying

## **23. SIGNATURE AUTHORITY**

A duly authorized agent for the Subrecipient is required to sign this Agreement on behalf of the Subrecipient. If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cleveland Heights.

*(Remainder of Page Intentionally Left Blank)*

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth.

**[INSERT SUBRECIPIENT NAME]**

By: \_\_\_\_\_  
[POC Name]  
[POC Title]

**CITY OF CLEVELAND HEIGHTS, OHIO**

By: \_\_\_\_\_  
Kahlil Seren,  
Mayor

The legal form and correctness  
of the within instrument are  
hereby approved.

**WILLIAM R. HANNA**  
Director of Law

By: \_\_\_\_\_  
Christopher J. Heltzel  
Assistant Director of Law

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

**EXHIBIT A**  
**SCOPE OF WORK**

A. PROGRAM DESCRIPTION AND OBJECTIVES

**[PROGRAM TITLE]**

*U.S. Treasury's Expenditure Category/Subcategory: [e.g., 2.25]*

**[PROGRAM SUMMARY/DESCRIPTION]**

B. ROLES AND RESPONSIBILITIES

**[NONPROFIT ENTITY'S LEGAL NAME]**

**[Identify Key Nonprofit Program Personnel and Job Descriptions]**

Subrecipient shall implement a system for time tracking all Program Personnel. Subrecipient shall provide timesheets to the City evidencing dates and hours worked, the tasks performed for each time entry, and a brief description of each task. The City shall only accept timesheets/receipts of payment to Program Personnel that evidence the performance of eligible activities under the Program.

**City Staff**

Eric Zamft, Director of Planning & Development  
40 Severance Circle  
Cleveland Heights, Ohio 44118  
[ezamft@clevelandheights.gov](mailto:ezamft@clevelandheights.gov)

Tara Schuster, Interim Director of Finance  
40 Severance Circle  
Cleveland Heights, Ohio 44118  
[tschuster@clevelandheights.gov](mailto:tschuster@clevelandheights.gov)

C. ADMINISTRATOR

**[Nonprofit Program Lead]**

D. PROGRAM ADMINISTRATION AND PROCESS OVERVIEW

**Payment of Funds**

**[Shall be ADVANCE, WORKING CAPITAL ADVANCE, or REIMBURSEMENT payment basis, in accordance with the Code of Federal Regulations and U.S. Treasury Guidance]**

**Advance Payment Basis**

Subrecipient acknowledges that it maintains both 1) written procedures that minimize the time elapsing between the transfer of funds and its disbursement of those funds, and 2) financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200, and agrees that it must be paid in advance as required by 2 C.F.R. § 200.305(b)(1).

The City shall advance payments to Subrecipient in amounts limited to the minimum needed for the actual, immediate cash requirements of Subrecipient in carrying out the purpose of the Program. Subrecipient shall provide documentation evidencing such need when it submits a Request for Advance of Grant Funds, in accordance with this Agreement and 2 C.F.R. Part 200. To the extent available, Subrecipient shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. Subrecipient shall provide the City with all documents, evidence, or certifications necessary to satisfy the Expense Documentation Requirements, regardless of whether the related payment was from program income or an amount advanced by the City. Subrecipient shall submit all receipts, invoices, and other supporting documentation to the City within 30 calendar days following the expenditure. If the City finds in its sole, reasonable discretion that any of the expenditures are ineligible or insufficiently documented, or otherwise improper, Subrecipient shall refund the full amount of any ineligible, insufficiently documented, or otherwise improper expenditure directly to the City for return to Treasury in accordance with 2 C.F.R. Part 200.

#### **Working Capital Advance Payment Basis**

Subrecipient represents that it does not, and is not willing to, maintain both written procedures that minimize the time elapsing between the transfer of funds and its disbursement of those funds, and financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The City has further determined that reimbursement is not feasible because Subrecipient lacks sufficient working capital and agrees to provide cash on a working capital advance basis pursuant to 2 C.F.R. § 200.305(b)(4).

The City and Subrecipient agree that an advance of \_\_\_\_\_ Dollars and xx/000 (\$xx,xxx.xx) will cover Subrecipients disbursement needs for the initial period. Thereafter, the City shall reimburse Subrecipient for its actual cash disbursements in accordance with this Agreement and 2 C.F.R. Part 200. To the extent available, Subrecipient shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. Subrecipient shall provide the City with all invoices, receipts, and other supporting documentation that the City requests, including but not limited to written justifications for any and all expenditures, regardless of whether the related payment was from program income or submitted to the City for reimbursement. The City shall make the reimbursement payment within 30 calendar days after receipt of the billing, unless the City finds in its sole, reasonable discretion that any of the expenditures are ineligible or insufficiently documented, or otherwise improper. Subrecipient shall refund the full amount of any ineligible, insufficiently documented, or otherwise improper expenditure directly to the City.

#### **Reimbursement Payment Basis**

Subrecipient hereby requests payment of Award proceeds by reimbursement and represents that the major portion of this construction project is accomplished through private market financing or Federal loans, and this Award constitutes a minor portion of the project. The City make payment within 30 calendar days after receipt of the billing, unless it reasonably believes the request to be improper.

To the extent available, Subrecipient shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. Subrecipient shall provide the City with all documents, evidence, or certifications necessary to satisfy the Expense Documentation Requirements, regardless of whether the related payment was from Subrecipient's funds, program income, or an amount advanced by the City. If the City finds in its sole, reasonable discretion that any

of the expenditures are ineligible or insufficiently documented, or otherwise improper. Subrecipient shall refund the full amount of any ineligible, insufficiently documented, or otherwise improper expenditure directly to the City for return to Treasury in accordance with 2 C.F.R. Part 200.

The amount of the Total Award is subject to adjustment by the City if a substantial change is made in the Approved Activities under this Agreement or if this Agreement is terminated prior to the expiration of the Agreement's Term. Program funds shall not be expended to satisfy obligations incurred prior to March 3, 2021, or after the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities enumerated in the Scope of Work and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Award shall be incurred in accordance with this Agreement.

**(Payment of Funds, contd.)**

The amount of the Total Award is subject to adjustment by the City if a substantial change is made in the Approved Activities under this Agreement or if this Agreement is terminated prior to the expiration of the Agreement's Term. Program funds shall not be expended to satisfy obligations incurred prior to March 3, 2021, or after the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities enumerated in the Scope of Work and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Award shall be incurred in accordance with this Agreement.

**Program Income**

In accordance with 2 C.F.R. 200.307 and 2022 Final Rule FAQ 4.9, any program income generated by the use of funds awarded under this Agreement shall be used for the purposes and under the conditions of this Agreement. Program income includes, but is not limited to, income from fees for service performed, the use or rental of real or personal property acquired under this award, and principal and interest on loans made with the proceeds of this Award. All program income generated or expended shall be reported to the City for the purpose of satisfying quarterly and annual reporting requirements.

**E. WORKPLAN**

For 2024, Weekend workshops were held at the Coventry Village Branch Library, with film production to begin at Heights High School. The Program's 2024 Timeline is attached hereto as Attachment A-2. Timelines for future years shall be substantially similar to Attachment A-2.

**F. BUDGET**

The Program Budget is attached to this Exhibit and hereby incorporated by reference as Attachment A-3 ("Approved Budget").

**G. MARKETING AND COMMUNICATION**

Subrecipient must acknowledge Cleveland Heights when describing projects or programs funded in whole or in part with City funds. Subrecipient and any additional recipients shall promote the Program to participants within the City through mail, the distribution of flyers, advertisement, press release, and other templates that shall be submitted to, and approved by, the City before publication or other form of distribution; the Subrecipient may draw from that approved language for additional communications as needed. The rights and obligations of Subrecipient to design and market the Program are not exclusive, and Cleveland Heights may advertise and promote the Program, at its sole cost, as it deems necessary or desirable. Cleveland Heights achieves its mission through partnerships

with states, local governments, community organizations, and others. Communicating the role of Cleveland Heights support increases public understanding of how we work with community partners to achieve our mission to lead and promote equitable economic growth and community development. As such, we require Subrecipients to track and report on marketing and outreach activities. Reporting should include types of engagement and tactics used to share information about the programs.

Any publication produced with funds from this award must also display the following language:  
“This project is being supported, in whole or in part, by federal award number ALN 21.027 awarded to City of Cleveland Heights by the U.S. Department of the Treasury.”

DRAFT

## **EXHIBIT B**

### **PROGRAM REPORTING REQUIREMENTS**

**Subrecipients shall include applicable program reporting requirements in any sub award agreement**

#### **A. U.S. TREASURY REPORTING REQUIREMENTS**

ARPA fund recipients are required to track specific performance indicators and programmatic data in order to comply with Program award reporting requirements, including quarterly “Project and Expenditure” reports. Subrecipient permits the City and auditors to have access to its records and financial statements as necessary for meeting federal requirements. Funding expenditure records must also be kept for five years after all funds have been expended or returned to Treasury.

Notwithstanding anything in this Agreement to the contrary, Subrecipient shall align the Program with Treasury Expenditure Category 2.25, “Addressing Educational Disparities: Academic, Social, and Emotional Services”, and shall provide specific reporting data based on that category, which include but are not limited to:

1. Brief description of structure and objectives of the Program and the public health or negative economic impact experienced;
2. Brief description of how a recipient’s response is related and reasonably proportional to a public health or negative economic impact of COVID-19.
3. Number of households served;
4. The National Center for Education Statistics School ID for any school within a School District that received funds, directly or indirectly (these allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance).

#### **B. PERFORMANCE METRICS**

To determine whether the Party is meeting performance expectations, the City has set and will monitor performance goals, indicators, targets, and baseline data. Subrecipient is responsible for tracking their progress against these metrics and providing regular updates to the City on their status.

Program Metrics include, but are not limited to:

1. Total number of children served during each session, before and after the execution of this Agreement, who:
  - a. Reside within Cleveland Heights
  - b. Reside within a low or moderate-income household or community
  - c. Reside within a Qualified Census Tract
  - d. Received any scholarship, discount, or other financial assistance with Subrecipient’s fee to participate in the Program.
2. Number of applications received for the Program, before and after the execution of this Agreement, and the metrics of 1(a)-(d), above, for each application.
3. Breakdown of the Program’s cost-per-child to the Subrecipient, before and after the execution of this Agreement.
4. Fees charged for participation in the Program before and after the execution of this Agreement.



## **EXHIBIT C**

### **MONITORING AND FISCAL REPORTING**

#### **\*\*SUBRECIPIENTS SHALL INCLUDE APPLICABLE MONITORING AND FISCAL REPORTING REQUIREMENTS IN ANY SUB AWARD AGREEMENT\*\***

Given the nature of the ARPA Program and the imperative to get assistance to City residents who are in need, significant monitoring and compliance controls have been built into the front-end management of the program to ensure financial integrity and accuracy. Embedded monitoring and compliance measures include but are not limited to:

- Establishing performance metrics and standardizing administrative reporting
- Establishing a clear program governance
- Managing and overseeing program cash flow
- Regular review and monitoring of expenditures to ensure compliance with Treasury parameters

In order to help ensure that Treasury Guidance and City policy are being followed, Subrecipient shall provide the City any and all Program Reporting documentation (see Exhibit B for details), which shall, in the City's sole and reasonable discretion, be sufficient for the City to comply with all applicable Monitoring and Fiscal Reporting requirements. In addition, reviews of the Program will be performed, and regular contact with Subrecipient will be maintained to both maximize the Program's coordination and adhere to federal guidelines.

The federal Uniform Guidance, 2 CFR 200.332(d), requires that pass-through entities "monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved." As a direct recipient of federal funds for State and Local Fiscal Recovery, and as a pass-through entity providing federal funding to Subrecipients delivering the program, the City is responsible for monitoring its subrecipients and their use of federal funds in a manner that conforms to ARPA spending rules.

- **RESPONSIBILITY**

The City or its designee will be responsible for coordinating monitoring and compliance activities for the Program. The Department of Finance will also conduct a formal review to satisfy City requirements and ensure compliance is being maintained.

- **FREQUENCY**

Monitoring the Subrecipient and its activities shall be conducted at the discretion of the City. At a minimum, the City will perform periodic compliance monitoring reviews of Subrecipient's activities. The City's designated representative can choose to perform sporadic monitoring if they deem it necessary, and can use the meetings for financial, programmatic or compliance review purposes. Irrespective of the City's official monitoring review, The City will supplement the basic monitoring activities with the weekly reporting requirements from Subrecipient.

- **OBJECTIVE AND SCOPE**

The City will monitor the activities of Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and

conditions of the subaward; and that subaward performance goals are achieved. Pursuant to 2 CFR 200.332(d), the scope of monitoring of a subrecipient must include, but is not limited to:

1. Reviewing financial and performance reports
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the City, detected through audits, on-site reviews, and written confirmation from Subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Subrecipient from the City as required by 2 CFR 200.521.
4. Resolving audit findings specifically related to the subaward. The City is not responsible for resolving crosscutting findings. If Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- **METHODS**

City of Cleveland Heights **may** employ, but is not limited to, the following monitoring tools:

**Examples:**

- *Evaluate the continued viability of project components and offer assistance and/or workout plans when necessary and feasible*
- *Provide Subrecipient with training and technical assistance on program-related matters*
- *Perform on-site reviews of the Subrecipient's program operations;*
- *Review administrative and financial management procedures, internal controls, and make recommendations where needed;*
- *Evaluate the accounting applications including, general ledgers, cash receipts/revenue, cash disbursements/expenses, payroll, financial reporting and property and equipment*

- **REMEDIES FOR NONCOMPLIANCE**

In the course of monitoring, if Cleveland Heights determines that Subrecipient is noncompliant with the federal statutes, regulations, or the terms and conditions of the federal award, or with City policies, the City may attempt to resolve issues of non-compliance by taking one or more of the following actions:

1. Recommending corrective actions,
2. Asking Subrecipient to provide a "Corrective Action Plan" (CAP),
3. Providing technical assistance, or
4. Modifying the agreement to include requiring prior approval for certain activities, more frequent communication, or requiring new or additional reporting from Subrecipient.

If the City determines that noncompliance cannot be remedied through these means, the City may take one or more of the following actions, subject to the applicable notice and cure periods stipulated in the Agreement:

- Temporarily withholding payments pending correction of the deficiency, or
- Requiring Subrecipient to reimburse costs deemed ineligible by the City.

If the City suspects instances of self-dealing, fraud or misconduct, or determines that the Subrecipient is unable or unwilling to undertake the corrective actions recommended (subject to Defaults, Remedies, Termination and other legal and equitable rights of the City stipulated in the Intergovernmental Agreements) the City may take one or more of the following actions, in consultation with Treasury, which may be dependent on the type of deficiency and the seriousness of the deficiency:

1. Disallow all or part of the cost of the activity or action not in compliance,
2. Wholly or partly suspend or terminate the federal funding,
3. Terminate administrative arrangement with Subrecipient, or
4. Take other remedies that may be legally available.

If the City deems the non-compliance event to be severe, they reserve the right to escalate a response to the City's Director of Law or other governmental investigative body. Allegations of monetary or non-monetary offenses must receive a response within 30 days of the finding(s). Material damages resulting from a breach of contract are immediately recoverable by the City.

- **EXPENSE TRACKING**

Subrecipient will comply with the City's requests with respect to the tracking of program expenditures and the transfer of funds. The City reserves the right to update and modify the process by which funds are delivered based on the Subrecipient's risk profile and demonstrated ability to meet the program's goals, objectives, reporting, and compliance requirements.

A Subrecipient seeking reimbursement for non-payroll expenses incurred within the administration of the Program should share the following items no later than the end of each month with the City for each expense item. If a subrecipient has received funding in advance, the Subrecipient shall share this information within one month of the expenditure.

*Table I. - Expense Documentation Requirements*

<b>Documentation</b>	<b>Purpose</b>	<b>Example (s)</b>
<b>Original Invoice</b>	Proof of purchase	Expense receipt, invoice
<b>Date of Invoice</b>	Incurred during eligible period	Invoice, proof of payment
<b>Expense Description</b>	Eligibility review	Invoice, written description
<b>Vendor</b>	Source of purchase	Invoice, proof of payment
<b>Expense Amount</b>	Total request reimbursement	Total listed on invoice

<b>Proof of Payment</b>	Proof of payment by entity	Bank statement, check statement, general ledger, copy of check
<b>Budget Category</b>	Administrative	Administrative

In addition to an Excel summary of the expenses, all physical copies of monthly invoices should be incorporated into a single PDF document and all corresponding copies of their proof of payment should be incorporated in a separate PDF document. Subrecipients should highlight each expense they are seeking reimbursement for in an easily identifiable manner on the invoice and the proof of payment, respectively (i.e., highlights).

The City has the discretion to evaluate expenses and reject those that were incurred outside the eligible period, are not an eligible administrative expense, or that are not clearly connected to the execution of the Program. Additionally, failure to provide the requisite expense documentation listed in the table above each month (or reasonable alternatives) may inhibit the Subrecipient from receiving reimbursement or may delay reimbursement.

Expenses that prompt a Subrecipient unexpectedly to exceed its projected budget will require an additional written explanation for why the expenses were necessary, how they were related to administering the Program, and why they were not included in the original budget. The City will decide whether to reimburse or otherwise credit such an expense.

- **PAYROLL TIMEKEEPING**

For Payroll reimbursement, Subrecipient is responsible for tracking employees' working hours dedicated to the Program. Subrecipient will track the hours applied directly to the program and share their payroll reimbursement requests on a monthly basis. The required documentation for each employee is specified below:

- a. Employee name
- b. Employee title
- c. Hourly rate
- d. Number of hours worked, and
- e. Overview/Description of program activities

In addition to a document noting the items listed above, a formal payroll report from a Subrecipient's payroll system must be produced that covers the month duration for which the Subrecipient is seeking reimbursement.

Hours not directed to the Program should not be included in the reimbursement request. The City shall seek repayment for any erroneous reimbursements.

- **INVOICE SUBMISSION**

The Subrecipient must provide the following information to seek reimbursement for program costs (See the Attachment C-1 for Templates):

- ARPA Performance and Expenditure Report

These expenses (payroll and non-payroll) will be measured against each projected budget and evaluated for eligibility. Any errors will be annotated and returned to Subrecipient for correction prior to reimbursement.

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<u>Non-Profits</u>	<u>Project</u>	<u>Expenditure Category</u>	<u>Expenditure Sub-Category</u>	<u>Funding Amount</u>
Benjamin Rose Institute	Margaret Wagner Senior Apartments	2: Negative Economic Impacts	2.15: Long-term Housing Security: Affordable Housing	\$ 200,000.00
Building Heights	Heights Middle School Shorts Camp	2: Negative Economic Impacts	2.25: Addressing Educational Disparities: Academic, Social, and Emotional Services	\$ 244,259.00
Chesed Center	Chesed Center Food Bank	2: Negative Economic Impacts	2.1: Household Assistance: Food Programs	\$ 50,000.00
Coventry SID	Pop Up Program	2: Negative Economic Impacts	2.29: Loans or Grants to Mitigate Financial Hardship, 2.30: Technical Assistance, Counseling, or Business Planning, 2.32: Business Incubators and Start-Up or Expansion Assistance	\$ 313,000.00
Family Connections	Family School Connection Programming	2: Negative Economic Impacts	2.25: Addressing Educational Disparities: Academic, Social, and Emotional Services, 2.26: Addressing Educational Disparities: Mental Health Services	\$ 77,000.00
Heights Arts	Public Art	2: Negative Economic Impacts	2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety	\$ 250,000.00
Heights Library	Coventry Peace Park Accessibility Improvements	2: Negative Economic Impacts	2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety	\$ 300,000.00
Journey Center	Cleveland Heights Municipal Court Victim Advocacy Services	1: Public Health	1.11: Community Violence Interventions	\$ 306,190.00
Kulture Kids	"Weather or Not, Here We Come" Program	2: Negative Economic Impacts	2.25: Addressing Educational Disparities: Academic, Social, and Emotional Services	\$ 15,000.00
Lake Erie Ink	Summer Ink Program	2: Negative Economic Impacts	2.11: Healthy Childhood Environments: Child Care, 2.25: Addressing Educational Disparities: Academic, Social, and Emotional Services, 2.27: Addressing Impacts of Lost Instructional Time	\$ 103,900.00
Pride Among Daughters and Sisters (PADS)	PADS Period Bank	1: Public Health, 2: Negative Economic Impacts	1.14: Other Public Health Services, 2.37: Economic Impact Assistance: Other	\$ 11,400.00
Reaching Heights	Reaching Musical Heights	2: Negative Economic Impacts	2.25: Addressing Educational Disparities: Academic, Social, and Emotional Services, 2.27: Address Impacts of Lost Instructional Time	\$ 75,000.00
Start Right	Start Right CDC Hunger Center	2: Negative Economic Impacts	2.1: Household Assistance: Food Programs	\$ 60,000.00