



Appalachian Community Grant Program Agreement

Grantee			
Grantee:	City of Youngstown		
Grant Control No.:	GOA-F23-ACGTA-196751	Grantee Unique Entity Identifier:	PSDUAKTPBB65
City:	Youngstown	State:	Ohio
		ZIP:	44503-1329
Project County(ies):	Mahoning;Trumbull	Effective Date:	3/20/2023
		Obligation End Date	10/31/2024
Grant Funds:	\$200,000.00	Project End Date:	10/31/2026
Project Contact			
Grantee Contact:	Hunter Morrison	Title:	Mahoning Valley Commercial Corridors Initiative
Address:	26 S Phelps St, Youngstown, OH 44503-1329		
E-Mail:	hmorrison@youngstownohio.gov		
Phone Number:			
Program Information			
Funding Source:	Coronavirus State & Local Fiscal Recovery Funds	Assistance Listing Number:	21.027
Federal Award ID	SLFRP0130	Federal Award Date:	05/17/2021

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **State of Ohio, Department of Development (“Grantor”)** and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with the **Appalachian Community Grant Program**, as created in the Am. Sub. H.B. No. 377 of the 134th General Assembly, (the “**Project**”). This Agreement incorporates by reference the “**Application/Scope of Work and Budget,**” Exhibit I; and Treasury’s Award Terms and Conditions, Exhibit II. Grantee must also follow Appalachian Community Grant Program guidelines, found at <https://development.ohio.gov/static/community/GOA/10182022-Appalachian-Community-Grant-Program-Guidelines.pdf>

These Grant Funds are funded as a subaward from the State of Ohio’s allocation of Coronavirus State Fiscal Recovery Funds (“SFRF”) (Assistance Listing No. 21.027), as authorized pursuant to the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), and identified as federal award identification number SLFRP0130 with a federal award date of May 17, 2021, provided by the U.S. Department of the Treasury (“Treasury”) to the State of Ohio. This program was intended to provide 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. By its duly authorized signature of this Agreement, Grantee expressly acknowledges and agrees to comply with all provisions of such federal award, including the requirements of section 602 of ARPA; Treasury’s Award Terms and Conditions, SFRF Interim Final Rule, and SFRF Final Rule; and all other state, federal, or local laws, rules, and regulations, as applicable, including each of the requirements outlined in this Agreement. In addition, Grantee will determine prior to engaging in the Project that it has the institutional, managerial, and financial capability to ensure planning, management, and completion of the Project.

1. **Project Funding.**

(a) Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid

with Grant Funds. Grantee may use Grant Funds to cover both direct and indirect costs. Cost sharing or matching funds are not required to be provided by Grantee.

(b) Project Eligibility. Grantee must ensure all elements of their Project meet applicable eligibility requirements.

(c) Availability of Other Funds. Grantee must provide additional funds from other sources to pay Project costs in excess of Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

2. Payment of Grant Funds. Grantor shall disburse 25% of the Grant Funds to Grantee as an advance payment, following execution of this Agreement and upon written request of Grantee. Following the initial advance of funds, Grantee shall submit to Grantor for review and approval requests for disbursement detailing expenditures incurred by Grantee in accordance with the Project budget included in Exhibit I. Subsequent disbursements may be withheld by Grantor if previous disbursements have not been expended or proof of expenditure of disbursed Grant Funds has not been supported by contracts, invoices, vouchers, paid receipts or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantor shall be the sole judge of the adequacy of documentation of use of funds.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the requirements of section 602 of ARPA, including all applicable laws, rules, and regulations, the terms and conditions of this Agreement, or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor or Treasury determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor.

In addition, in the event of Grantee's noncompliance with section 602 of ARPA, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of ARPA regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of ARPA and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of ARPA.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete the Project not later than the Project End Date set forth on the first page of this Agreement. All eligible expenses for use of Grant Funds must be incurred by Grantee by the Obligation End Date and paid by Grantee no later than the Project End Date. Grant Funds not expended by Grantee prior to the Project End Date for eligible expenses incurred prior to the Obligation End Date are subject to return to Treasury. The federal SFRF award to the State of Ohio of which the award of Grant Funds under this Agreement is a sub-grant has a term through December 31, 2026. Treasury may require recoupment of Grant Funds following its review of the state grant after the Project End Date of this Agreement.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Project End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the "**Term**"). Terms of this Agreement that by their nature are intended to survive the Term or are required to survive the Term for compliance with the award of federal funds this Agreement is a sub-grant of shall survive the Term and remain in effect until such obligation or requirement is fulfilled.

5. Secondary Goal of the Project. Reserved.

6. Non-Discrimination.

(a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Right Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to the aforementioned factors. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

(c) Additional Non-Discrimination Requirements. Additional statutes and regulations prohibiting discrimination applicable to the award of Grant Funds under this Agreement include, without limitation, each of the following:

(i) 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;

(1) The Grantee shall comply with the Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as provided on pages four (4) and five (5) of the Treasury's Award Terms and Conditions, incorporated by reference herein and attached as Exhibit II, including the following language, which Grantee must incorporate in agreements with its contractors, subcontractors, successors, transferees, and assigns:

"The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

(ii) 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;

(iii) 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;

(iv) 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

(v) 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.

7. Reporting. Grantee agrees to comply with any reporting obligations established by Treasury, as it relates to the award of Grant Funds under this Agreement. Grantee also agrees to comply with any reporting requirements established by Grantor, the Office of Budget and Management, or the State of Ohio, as it relates to this Agreement. Furthermore, consistent with 2 CFR 200.303, Grantee agrees to maintain internal controls and proper documentation to support funds are appropriately expended in compliance with ARPA, the Treasury's rules and regulations, this Agreement, and the Uniform Guidance. Grantee also agrees to provide Grantor with all necessary information to meet Grantor's reporting requirements to Treasury. Grantor may request, and Grantee shall comply with, additional information as may be needed to meet Treasury reporting requirements.

(a) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify on each required report that the information reported by Grantee is true,

complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(b) Remedy. Performance reports are essential for Grantor's administration of this grant. If Grantee fails to submit any Program Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Report is past due.

8. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury by Grantor, whichever is later. Grantee agrees to maintain all records related to the award in accordance with the state's records retention schedules and shall make such records available to Grantor, State of Ohio, the Ohio Auditor of State, or other authorized auditors, agents, or representatives upon request. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. Grantee shall permit Grantor to inspect and copy, during normal business hours following at least 24 hours' prior notice, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (i) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States or the Government Accountability Office; (ii) include the rights to examine Grantee's accounts and funding sources within the control or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (iii) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (iv) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding Grant Funds and any transaction involving Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this sub-section for Grantee's books and records.

(c) Audits. If Grantee meets the requirements of 2 CFR 200, Subpart F, Audit Requirements must notify Grantor when its reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the audit package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, the Grantee may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Ohio Department of Development, Audit Office, Special Projects Coordinator, 77 South High Street, Columbus, Ohio 43215-6130.

(d) Accounting Systems. Systems used by Grantee accounting for the use of Grant Funds must be in accordance with generally accepted accounting standards; 2 CFR 200 and applicable appendices; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee represents it has established procedures to ensure good fiscal and management practices to deposit and account for Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and Treasury, the Comptroller General of the United States, or any of their duly authorized representatives for examination or copying upon a reasonable request.

9. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws and regulations in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations. For purposes of this section, compliance with all

applicable federal, state, and local laws and regulations includes each of the following:

- (i) Compliance with the requirements of section 602 of ARPA, regulations adopted by Treasury pursuant to section 602(f) of ARPA, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award;
- (ii) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- (iii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. In addition, Grantee certifies it has an active Unique Entity Identifier (formerly a DUNS number) and an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. Furthermore, Grantee certifies it has an active supplier record with the State of Ohio and federal tax identification number, as applicable;
- (iv) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- (v) Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Grantee represents that neither it nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Grantee further agrees that it will notify Grantor immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov;
- (vi) Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- (vii) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- (viii) New Restrictions on Lobbying, 31 C.F.R. Part 21. In addition, Grantee agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Grantee 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. Grantee 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 certification(s) to the awarding agency;
- (ix) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations;
- (x) Generally applicable federal environmental laws and regulations;
- (xi) Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance;
- (xii) In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced

above includes the following: a member of Congress or a representative of a committee of Congress; an Inspector General; the Government Accountability Office; a Treasury employee responsible for contract or grant oversight or management; an authorized official of the Department of Justice or other law enforcement agency; a court or grand jury; or a management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce;

(xiii) Pursuant to U.S. Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles;

(xiv) Pursuant to U.S. Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers;

(xv) Consistent with the Uniform Guidance compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under these Terms and Conditions, Grantee shall adopt and enact procurement procedures. Subrecipient's documented procurement procedures must conform to the procurement standards identified in the Uniform Guidance at 2 CFR Part 200, Subpart D (Procurement Standards);

(xvi) Grantee agrees that any purchase of real or personal property with SFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D (Property Standards);

(xvii) Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Grantor proof of any licensure, certification, permit, or accreditation upon request; and

(xviii) Grantee certifies that it is in compliance with the terms and requirements of the Federal Funding Accountability and Transparency Act of 2006;

(xix) Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0130 awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury."

(xx) Grantee acknowledges and agrees that any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of ARPA and have not been repaid by Grantee shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined above. Treasury will take any actions available to it to collect such a debt.

(xxi) Grantee acknowledges and agrees that the United States expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.

(b) Ethics. In accordance with Ohio Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Ohio Executive Order 2019-11D, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity utilizing Grant Funds under this award. Grantee must disclose in writing to Grantor and to Treasury any potential conflict of interest affecting the award of Grant Funds in accordance with 2 C.F.R. § 200.112.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1). Furthermore, Grantee acknowledges that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State of Ohio under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. If applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor’s obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) Demand Repayment of Grant Funds. If Grantee fails to complete the Project as required under Section 4(a) and detailed in Exhibit I, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

(iii) Recoupment of Funds. Grantee’s award and use of Grant Funds is subject to recoupment by Treasury and/or Grantor for Grantee’s failure to use Grant Funds in strict compliance with ARPA, this Agreement, and Treasury rules, regulations, and guidance regarding SLRF funds.

(iv) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Termination for Cause. Grantor may terminate this Agreement for cause upon ten (10) days' notice to Grantee if Grantee fails to comply with the terms of this Agreement or Treasury's terms and conditions of the federal award, attached hereto as Exhibit II, the requirements of section 602 of ARPA; SFRF Interim Final Rule, the SFRF Final Rule; and all other applicable state, federal, or local laws, rules, and regulations.

(e) Termination for Convenience. This Agreement may be terminated for convenience, in whole or in part, as follows:

(i) By Grantor with consent of Grantee. Grantor and Grantee shall agree upon the termination conditions, including the effective date of termination and, in the case of partial termination, the portion to be terminated;

(ii) By Grantee upon written notification to Grantor. Written notification by Grantee must set forth the reasons for termination, the effective date of termination, and, in the case of partial termination, the portion to be terminated; however, for partial termination, Grantor may terminate this Agreement in its entirety and recoup all Grant Funds disbursed to Grantee if Grantor determines, in its reasonable discretion, the remaining portion of the Project will not accomplish the purpose for which the award of Grant Funds under this Agreement was made.

(f) Termination for Withdrawal, Reduction, or Limitation of Funding. In the event Grant Funds are not received by the State of Ohio from the federal government, funding is withdrawn, reduced, modified, or limited in any way after the Effective Date of this Agreement and prior to the Obligation End Date, Grantor may terminate this Agreement as to funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that Grantor deems the continuation of the award of Grant Funds is no longer in the best interest of the public, Grantor may terminate this Agreement effective upon receipt of written notice from Grantor by Grantee.

(g) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report pursuant to Section 7 of this Agreement. The final report shall be signed and certified in the same manner as the reports required by Section 7(a) of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(h) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

11. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Ohio Department of Development
77 South High Street
Columbus, Ohio 43215-6130
ATTN: Grants Manager

If to Grantee:
To the Grantee Contact and address as set
forth on page one of this Agreement.

With a copy to the Chief Legal Counsel, Development

14. Offshore Services. Grantee affirms it has read and understands Ohio Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in its undertaking of the Project and use of Grant Funds.

15. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Grantor's Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representative as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:
City of Youngstown

Grantor:
State of Ohio
Department of Development

Lydia L. Mihalik, Director

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit I

Application/Scope of Work and Budget

The Grantee Application/Scope of Work and Budget is located within Salesforce.

Exhibit II

U.S. Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms And Conditions

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients 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.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit

Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. 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;
 - ii. 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;
 - iii. 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;
 - iv. 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
 - v. 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.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from
 - the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.