

SPONSORED PROGRAM AGREEMENT

THIS AGREEMENT effective this 29th day of October, 2019, is made by and between Trumbull County Board of Commissioners (“Sponsor”), on behalf of Trumbull County, Ohio, a political subdivision of the State of Ohio, and Youngstown State University, an instrumentality of the State of Ohio (“University”).

WITNESSETH:

WHEREAS, the sponsored program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through educational opportunities, created arts, inventions, improvements, and/or discoveries;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 – Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 “Project” shall mean the scope of work as described in Appendix A hereof, under the direction of John D. Bralich. Sponsor and University may at any time amend Project by mutual written agreement.
- 1.2 “Contract Period” is November 1, 2019-June 30, 2020. The parties may extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the parties reduce to writing and sign.
- 1.3 “University Intellectual Property” shall mean individually and collectively intellectual property in all its forms, including but not limited to all inventions, material improvements and/or discoveries, which are conceived and/or made (i) by one or more employees and/or students of University, or (ii) jointly by one or more employees and/or students of University and by one or more employees of Sponsor, in performance of Project.
- 1.4 “Researcher(s)” shall mean University faculty, staff, or students participating in Project.

Article 2 – Project Work

- 2.1 University shall perform the Project during the Contract Period, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Youngstown State University will send a bill for service costs upon completion of the project as outlined in the budget as found within Appendix A—Scope of Work.

Article 3 – Reports and Conference

- 3.1 A final report shall be submitted by University within forty-five (45) days of the conclusion of the Contract Period or early termination of this Agreement unless Sponsor has already received all expected deliverables.
- 3.2 During the term of this Agreement, representatives of University may be asked to meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans or changes, regarding Project to be performed hereunder.

Article 4 – Costs, Billings, and Other Support

- 4.1 Subject to an amendment to the Project pursuant to the terms of this Agreement, total cost to Sponsor hereunder shall not exceed the sum of nine thousand six hundred thirty-six dollars and 23 cents (\$9,636.23). Sponsor shall make payment to University for costs and expenses incurred or expended during the Contract Period according to the budget outlined in Appendix A—Scope of Work upon receipt of an invoice from University.
- 4.2 University shall retain title to any equipment purchased by University with funds provided by Sponsor under this Agreement.
- 4.3 Notwithstanding any language in this Agreement to the contrary, in the event of early termination of this Agreement by Sponsor pursuant to Article 9, Sponsor shall pay all costs incurred or expended by University as of the date of termination, including non-cancelable obligations, which shall include all non-cancelable contracts and graduate assistant/internships, fellowships or postdoctoral associate appointments called for in Appendix A. In no event shall Sponsor's obligation for graduate student, fellowship or postdoctoral associate stipends as set forth in Appendix A terminate prior to the end of University's academic term, unless the Agreement is terminated through no fault of Sponsor.

Article 5 – Publicity

- 5.1 Sponsor will not use the name of University, nor of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of Sponsor.

Article 6 – Publications

- 6.1 Sponsor agrees that the results of the Project may be published and that Researcher(s) engaged in Project may present at symposia, national, or regional professional meetings, and publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Sponsor shall receive copies of any proposed publication or presentation at least ten (10) days in advance of the

submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have three (3) days after receipt of said copies to object to such proposed presentation or proposed publication on the grounds that it contains patentable subject matter. In the event that Sponsor makes such objection, Researcher(s) shall refrain from making such publication or presentation for twelve (12) months or until Sponsor and University make a determination regarding protection of University Intellectual Property, whichever is shorter.

Article 7 – Intellectual Property

- 7.1 All right, title and interest to University Intellectual Property shall belong to University and shall be subject to the terms and conditions of this Agreement.
- 7.2 Rights to inventions, improvements and/or discoveries, whether patentable or copyrightable or not, relating to Project and made solely by employees of Sponsor without the use of University resources, shall belong to Sponsor. Such inventions, improvements, and/or discoveries shall not be subject to the terms and condition of this Agreement.
- 7.3 University will promptly notify Sponsor of any University Intellectual Property conceived and/or made during the Contract Period under Project. If University determines that a patent application or other application for intellectual property protection is to be filed, University shall prepare, file, and prosecute such U.S. or foreign application in University's name as it determines appropriate. University shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and foreign application(s). Sponsor shall cooperate with University to assure that such application(s) include, to the best of Sponsor's knowledge, all items of commercial interest and importance. While University shall be responsible for determining the scope and content of application(s) to be filed and the prosecution thereof, Sponsor shall be given an opportunity to review and provide input thereto. University will keep Sponsor apprised of significant developments with respect to such application(s) and promptly supply Sponsor with copies of significant non-privileged papers received and filed in connection with the prosecution thereof in sufficient time for Sponsor to comment thereon.
- 7.4 If University elects not to file a patent application or seek other intellectual property protection, and/or decides to discontinue the financial support of the prosecution or maintenance of such protection, Sponsor shall be granted first option to file, continue prosecution and/or maintain any such application(s), and to maintain any protection issuing thereon in the U.S. and in any foreign country at Sponsor's sole expense. If Sponsor exercises its option to file prosecute and/or maintain protection of University Intellectual Property, all right, title and interest to University Intellectual Property passes to sponsor.
- 7.5 Nothing contained in this Agreement shall be construed as:

- 7.5.1 requiring the University to file any patent application, secure any patent or maintain any patent in force after the effective date;
- 7.5.2 a warranty or representation by University as to the validity or scope of any patents;
- 7.5.3 a warranty or representation by University that use of University Intellectual Property for any manufacture, sale, lease, or other use hereunder will be free from infringement of intellectual property owned by others than University;
- 7.5.4 conferring by implication, estoppel or otherwise upon Sponsor or other third party any license or other right regarding University Intellectual Property, except rights expressly granted hereunder; or
- 7.5.5 a warranty by University as to accuracy, sufficiency, or suitability for use of the University Intellectual Property made available hereunder, or for any products or processes made by the use thereof, and University assumes no responsibility or liability, including liability for consequential damages or loss, which might arise out of any use by Sponsor of University Intellectual Property.

Article 8 – Grant of Rights

- 8.1 University grants Sponsor the first option for an exclusive license, with a right to sublicense, for University Intellectual Property on terms and conditions to be mutually agreed upon and consistent with this Agreement. Sponsor may exercise its option for an exclusive license within twelve (12) months from the date of termination of the Agreement. If Sponsor elects to exercise its exclusive option, Sponsor shall pay University a royalty fee of ten percent (10%) of net revenues realized from use of University Intellectual Property.
- 8.2 If Sponsor does not exercise its option for an exclusive license for University Intellectual Property, then University shall, at Sponsor's request, provide Sponsor with a non-exclusive royalty-free license.

Article 9 – Term and Termination

- 9.1 This Agreement shall become effective upon execution by the parties and shall continue in effect for the Contract Period unless sooner terminated in accordance with the provisions of this Article. Either party may terminate this Agreement for any reason other than an unremedied default upon thirty (30) days prior written notice to the other.
- 9.2 In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party. Such termination shall be effective as of the date

of the receipt of such notice. No action by either party taken in connection with this Agreement and/or the Project prior to the execution of this Agreement shall be considered a breach or default of this Agreement.

- 9.3 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the termination of this Agreement.

Article 10 – Independent Contractor

- 10.1 In the performance of all services hereunder:

10.1.1 The parties to this Agreement are acting as independent entities. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture, employment or agency relationship between the parties.

10.1.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Article 11 – Insurance

- 11.1 Both parties shall maintain adequate liability and casualty insurance protection covering injury or death to persons, and loss or damage to property, in connection with the performance of this Agreement.
- 11.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents.
- 11.3 Sponsor represents and warrants that it has full title and ownership, or the legal authority to use in connection with this Agreement, all intellectual property, trade secret, or other material provided to University, in connection with the Project or performance of this Agreement.

Article 12 – Governing Law and Jurisdiction

- 12.1 This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. The parties agree that any proceeding or suit arising from or related to this Agreement may be brought only in the State of Ohio, and irrevocably consent to the venue and jurisdiction of such courts.

Article 13 – Assignment

- 13.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

Article 14 – Entire Agreement and Amendment

14.1 This Agreement and attachment(s) thereto constitute the entire agreement of the parties and supersedes all prior oral or written agreements of the parties regarding the subject matter herein. Any change to the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 15 – Confidentiality

15.1 To the extent permitted by Ohio law, and not otherwise prohibited by the Ohio Public Records Act, Sponsor and University agree to hold in confidence all technical information received in writing from the other party and marked “confidential” except:

15.1.1 Technical information which at the time of disclosure is in the public domain.

15.1.2 Technical information which after disclosure is published or otherwise becomes part of the public domain through no fault of the receiving party.

15.1.3 Technical information which was in the possession of receiving party at the time of disclosure and was not acquired under an obligation of confidence.

15.1.4 Technical information received from a third party.

Article 16 – Notices

16.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing.

Sponsor:

Julie M. Green, Interim Director
Trumbull County Planning Commission
185 East Market Street NE, Suite A-2nd Floor
Warren, Ohio 44481
cegreen@co.trumbull.oh.us
330-675-2480 Phone
330-675-2790 Fax

University:

Theresa Orwell
Associate Controller

Youngstown State University
One University Plaza
Youngstown, Ohio 44555
tlorwell@ysu.edu (330) 941-1707

Supervisory Matter:

John D. Bralich
Center for Urban and Regional Studies
Youngstown State University
One University Plaza
Youngstown, OH 44555
jdbralich@ysu.edu (330) 941-2302

Article 17 – Waiver

- 17.1 The failure of either party at any time to require performance of any provision of this Agreement shall not affect the right of such party to enforce such provision at a later time. No waiver by either party of any condition, or of any breach of any term, covenant, representation or warranty contained herein, shall be deemed to be or construed as a further or continuing waiver of any such condition or any such breach of any term, covenant, representation or warranty set forth in this Agreement. No consent or waiver shall be effective unless made in writing and executed by the consenting or waiving party.

Article 18 – Captions

- 18.1 The captions used in this Agreement are for convenience only and shall not restrict construe, modify or affect in any way the meaning or interpretation of the provisions set forth herein.

Article 19 – Severability

- 19.1 This Agreement is subject to all applicable federal and state laws and regulations. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be contrary to law or invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, unless to do so would frustrate the primary purpose of this Agreement.


Article 20 – Community Development Block Grant Program

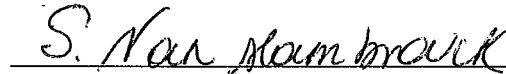
- 20.1 All of the provisions for the Community Development Block Grant Program set forth in Appendix B attached hereto are incorporated by reference into the agreement, and University is bound by these terms and requirements.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

Sponsor


University


By: Mauro Cantalamessa
Title: President


By: Dr. Severine Van slambrouck
Title: Director of Research Services
Youngstown State University
Authorized Institutional Official

December 17, 2019
Date

November 1, 2019
Date


Witness

Sara A. Clark 11-1-2019
Witness

Dawn Gedeon
Witness

Cheryl Coy 11/1/19
Witness

Appendix A

Scope of Work

Project Abstract: The Youngstown State University Office of External Affairs, Government Relations, and Economic Development (YSU) will assist the Trumbull County Board of Commissioners (Trumbull County) in the completion of an Americans with Disabilities Act (ADA) Transition Plan for Trumbull County. Title II of the ADA requires that all public agencies ensure that their facilities and programs are accessible to individuals with disabilities, when viewed in their entirety. Furthermore, all new facilities built by public entities must conform to ADA standards and be accessible to individuals with disabilities. To this end, Trumbull County is required to complete a self-evaluation to pinpoint facilities that must be modified or relocated to meet accessibility standards and comply with the ADA. YSU will assist Trumbull County in the development of a Transition Plan to ensure that county facilities are in compliance with the requirements set forth by the ADA.

Project Period: November 1, 2019 – June 30, 2020

Project Summary: YSU will assist Trumbull County in the development of an ADA Transition Plan. An evaluation of the accessibility of county facilities to individuals with disabilities, as well as a sidewalk inventory and curb ramp breakdown along county-owned roads, have been completed. YSU will use this information, as well as stakeholder feedback, to develop the transition plan to address any deficiencies in the county's facilities as they relate to the ADA. YSU will coordinate with Trumbull County to facilitate stakeholder meetings, and will collect and analyze data and input obtained from key stakeholders. YSU will be responsible for the following:

- YSU will examine the self-evaluation, and sidewalk inventory and curb ramp breakdown, and coordinate with Trumbull County officials to identify existing impediments to accessibility in public facilities
- YSU will facilitate all stakeholder meetings
 - YSU will coordinate with Trumbull County to develop a list of key stakeholders to interview to identify accessibility challenges
- From the self-evaluation and stakeholder interviews, YSU will develop a list of physical barriers in Trumbull County's facilities that prohibit accessibility to individuals with disabilities
- YSU will develop an action plan that will detail the steps to be taken to remove barriers to accessibility and achieve ADA compliance, which will include the following:
 - Designation of an ADA Coordinator
 - Public notification about ADA requirements and establishment of a grievance procedure
 - Assessment of self-evaluation
 - Stakeholder interviews
 - Development of an ADA action plan to ensure compliance with ADA standards

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- YSU will be responsible for GIS mapping and data analysis and will include the following maps and data:
 - Population density
 - Senior population (age 65 and older)
 - Persons with disabilities
 - Location of public facilities
 - Location of public transit routes
 - Areas of Limited English Proficiency
- YSU will coordinate with the Trumbull County Engineer's Office to identify the entities responsible for sidewalk and curb ramp maintenance along county roads and rights-of-way, and to determine the entities that will address issues as they arise along sidewalks and curb ramps
- YSU will coordinate with Trumbull County to produce the final ADA Transition Plan document
- YSU will develop and incorporate demonstration of Title VI compliance where appropriate; including but not limited to a Public Participation Plan, Title VI Complaint Procedures, and Intake Form

Deliverables: YSU will provide Trumbull County with the following:

1. Three (3) printed copies of the draft ADA Transition Plan
2. Four (4) printed and bound copies of the final ADA Transition Plan document
3. One (1) each electronic copy of the final ADA Transition Plan in PDF and Word format
4. GIS Data in shapefile or geodatabase format

Project Compensation and Payment: Youngstown State University will contract with the Trumbull County Board of Commissioners at a total cost of \$9,636.23. A bill for service costs will be sent upon completion of the project.

Staff: John D. Bralich, Senior GIS and Data Services Manager, YSU Office of External Affairs, Government Relations, and Economic Development, will manage all YSU activities and will coordinate with Trumbull County officials to schedule and facilitate all stakeholder meetings, and to complete the final ADA Transition Plan document.

John has worked at the University since 2001. He received his B.A. in Geography and M.A. in American Studies at YSU. John, in addition to managing research projects and the GIS Mapping and Data Center, and providing technical assistance to the University and a myriad of local government and social service entities, has provided GIS mapping and demographic analysis for numerous major projects, including the Youngstown 2010 Future Land Use Plan, development of the city of Youngstown's rental registration program, neighborhood revitalization and watershed action plans, updating of the city of Youngstown's code enforcement and demolitions process, and mass transportation projects throughout Ohio and Michigan. He has participated in and provided mapping for numerous vacant property surveys in the city of Youngstown. He developed a plan to establish a wetland mitigation bank on the east side of the city of Youngstown, and serves as the YSU Research Team lead on an Innovations in Community Based Crime Reduction Implementation Grant through the U.S. Department of Justice, which is

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a collaborative between Youngstown Neighborhood Development Corporation, Youngstown Police Department, and YSU, and aims to reduce crime and improve neighborhoods in a targeted area on the south side of the city of Youngstown. He developed and maintains the Real Property Information System, an online interactive map that contains a comprehensive collection of real property data in Youngstown, Ohio. He also recently completed an Analysis of Impediments to Fair Housing Choice plan for Trumbull County. John holds a Crime Prevention Through Environmental Design Professional Designation (CPD) through the National Institute of Crime Prevention, and is an instructor in the YSU Department of Geography. He may be reached via phone at (330) 941-2302 or by email at jdbralich@ysu.edu.

The Youngstown State University GIS Mapping and Data Center is located on the second floor of Melnick Hall, in room 2101, on the campus of Youngstown State University, and is managed by John Bralich, Senior GIS Manager, Data Services Manager. The GIS Mapping and Data Center provides a broad spectrum of services, including the following:

- Comprehensive analysis of property and neighborhood conditions, including vacant properties, with a focus on blight remediation efforts
- Property and infrastructure conditions surveys
- Production of GIS maps in both printed and digital display formats
- Tabulation and analysis of socioeconomic and property-based data
- Geocoding (address-matching), mapping, and analysis of address-level data
- Network analysis, such as mapping and analysis of service areas
- Production and maintenance of interactive web maps, including the Real Property Information System (RPIS), and the city of Youngstown zoning map
- Printing and display mounting services (GIS documents)

The center also provides Crime Prevention Through Environmental Design (CPTED) site analysis. CPTED is a natural approach to crime prevention and places most of its emphasis on human activities and how they become exposed to crime and loss. The principles of CPTED seek to reduce the occurrence of criminal activity through the design of the built environment, and range from small-scale implementation such the placement of benches and landscaping to large-scale housing developments and schools. The four principles of CPTED are Natural Surveillance, Natural Access Control, Territorial Reinforcement, and Maintenance. According to the National Institute of Crime Prevention, CPTED is an effective way to fight crime and promote businesses, and is ideal for law enforcement officers, city planners and officials, architects, security consultants, educators, or anyone involved in designing neighborhoods, schools, downtowns, buildings, or revitalization efforts.

The GIS center's mission is to integrate professional staff, and university faculty and students, to focus on issues and problems of urban and regional development, by providing an ongoing program of applied research and technical assistance to government, nonprofit, and social service organizations.

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Budget:

Expenditure	Cost
P/A Staff Salary	\$6,620.46
Fringe Benefits (38% of Salary)	\$2,515.77
Supplies	\$250.00
Travel	\$250.00
TOTAL PERSONNEL COSTS	\$9,136.23
TOTAL PROJECT COST	\$9,636.23

Appendix B

CDBG Requirements

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

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each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

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influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]