AGREEMENT FOR PROFESSIONAL GRANT ADMINISTRATION SERVICES

TOWN OF LAPEL
IOCRA WASTEWATER PROJECT

THIS AGREEMENT ("this Agreement") is made and entered into effective as of the date of the last signature affixed to this Agreement, by and between the **Town of Lapel, Indiana**, ("LOCAL PUBLIC AGENCY" or "LPA"), acting by and through its proper officials, and **Kleinpeter Consulting Group, LLC**, a limited liability company.

RECITALS

WHEREAS, The LPA may receive a community Development Block Grant (hereinafter called "CDBG Grant" or "Grant"), from the Indiana Office of Community & Rural Affairs (IOCRA), **for the purpose of the Wastewater project in the Town of Lapel**, and the LPA desires to have professional assistance with the administration of said grant; and

WHEREAS, Kleinpeter Consulting Group, LLC has extensive experience, knowledge and expertise delivering such professional grant administration services;

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

SECTION 1 – SCOPE OF WORK:

The following is a description of the services to be provided by Kleinpeter Consulting Group, LLC for this project.

1.1 Designation of Grant Administrator: The following Kleinpeter Consulting Group, LLC Grant Administrator ("Administrator"), certified by IOCRA, shall be responsible for administration of this project.

Michael J. Kleinpeter	(812) 525-7080
Administrator	Administrator Phone Number

1.2 Grant Application Preparation/Grant Application Submission: Kleinpeter Consulting Group, LLC will prepare and submit the grant application for funding to IOCRA.

1.3 Labor Standards:

a. Coordinate activities (i.e. Prebid) with the State of Indiana.
b. Assist Architect with applicable State and federal language for insertion in Plans and Specifications.
c. Obtain Initial/Final Wage Determinations (Davis Bacon Wage Rates).
d. Assist with the solicitation of MBE/WBE firms and suppliers.
e. Assist with the preparation of the legal notice for bid advertisement.
f. Assist with Pre-Bid Meeting.
g. Verify all Prime/Sub-contractors through State.
h. Assist at Bid Opening.
i. Assist with the Pre-Construction Conference.
j. Obtain all necessary State and federal forms from successful bidder.
k. Monitor weekly contractor pay roll reports.

l. Conduct contractor/subcontractor employee interviews.
m. Complete all other necessary labor standards documentation.

1.4 Grant Management: Assist in execution and management of the grant agreement between the LPA and IOCRA to establish a line of credit for the project, including submission of the Authorized Signatures for Payment Request and Vendor Information Form.

1.5 Financial Management: Concerning the use, flow, and obtaining of funds in accordance with the grant agreement: assist the LPA in setting up and use of the following elements of financial management in conformance with IOCRA Financial Management guidelines and requirements; including as applicable:

a. Assist the LPA's Clerk Treasurer with development of record keeping systems during project implementation through closeout phases of the project including recommendations for financial system design and implementation, general management of system, coordination and evaluation, all other financial activities as needed or desired by the LPA as it pertains to the CDBG project.
b. Assist the LPA's Clerk Treasurer in establishing and maintaining bookkeeping systems for the duration of the project.
c. Assist with the Grant draw down preparation and procedures, with financial tracking of the Federal Cash Control Register, Contracts Obligation Control Ledger, Contractor Expenditure Ledger, Property Inventory Ledger and Local Match Ledger.
d. Schedule Release of Funds Meeting and provide the State of Indiana with necessary information to obtain Release of Funds.

1.6 Civil Rights: Assist the LPA in complying with all Civil Rights requirements and documentation of compliance including:

a. Advising the LPA of all applicable requirements including laws, regulations, and Executive Orders.
b. Assisting the LPA in documenting all Civil Rights policies and procedures in the area of employment, project benefits, and contracts.
c. Assist LPA with all Minority Business Enterprise/Women's Business Enterprise requirements.

1.7 Project Monitoring: Advise the LPA's designer as to the use of the project monitoring checklist and assist in taking necessary corrective action identified as a result of the monitoring.

1.8 Project Close Out and Audit:

a. Provide advice on proper close out procedures and processes.
b. Assist in completing close out packages including all close out documents and reports.
c. Assist with all other related close out and audit elements, as necessary.
d. Project files will be retained for a period of 5 years from the date of Administrative Closeout and only after IOCRA issues the official Certificate of Project Completion.

1.9 Miscellaneous Elements:

a. Establish and maintain required project files and documentation.
b. Prepare required project reports (i.e. semi-annual and final).
c. Attend IOCRA monitoring visits and prepare responses to any and all findings, as appropriate.
d. At the LPA's request, periodically attend meetings of the LPA's governing body to provide project updates.

SECTION 2 – LPA RESPONSIBILITIES:

2.1 The LPA shall designate the Town Council President and the Clerk Treasurer as the authorized signatories for the Authorized Signatures for Payment Form, in addition the LPA shall designate a local contact with respect to the work to be performed under this Agreement, and to coordinate with the designated
Administrator and the LPA as it relates to IOCRA established project milestones and requirements.

Chad Blake, Council President	(317) 339-7234
Contact	Phone

2.2 The LPA shall be informed of all IOCRA project milestones in the implementation of the grant and shall work with the Administrator to ensure mandated IOCRA deadlines are met, and a timely project schedule is executed.

2.3 The local contact shall maintain, coordinate, and inform the LPA and the Administrator of progress related to all project milestone activities.

2.4 The LPA shall not incur costs or execute any contracts without prior written IOCRA approval to incur such costs for activities funded in whole or in part with any funds related to this Grant.

2.5 The LPA shall provide the Administrator with copies of all invoices/claims for payment prior to payment. This will ensure proper recording of the invoices/claims and it will also ensure that the invoices/claims are true and correct and eligible costs in accordance with the grant funds and line items within the grant agreement.

The LPA and/or the local contact shall immediately inform the Administrator of any potential change in the project scope when such change is an apparent possibility.

2.6 The LPA's Clerk Treasurer shall keep the financial records and all files as developed by the Administrator. The LPA's Clerk Treasurer will then be responsible for maintaining the record keeping system developed by the Administrator and also shall keep files containing all copies/documents provided by the Administrator or otherwise related to the project.

SECTION 3 – COMPENSATION:

3.1 The LPA shall pay Kleinpeter Consulting Group, LLC a lump sum payment of **Seventy Thousand Dollars and Zero Cents ($70,000.00)** as compensation for performance of services outlined in Section 1. The breakdown for the compensation is $5,000 for Labor Standards, $60,000 for Grant Administration and $5,000 for pay application processing.

3.2 Kleinpeter Consulting Group, LLC will request 60% of the total contract amount fees ($42,000.00) immediately upon grant award notification, with the 40% balance ($28,000.00) billed monthly.

SECTION 4 – TIME FOR PERFORMANCE:

4.1 The term of this Agreement shall be from the date of the last signature affixed to the Agreement until the completion of the project. All activities shall be complete as of this date unless an extension is approved by the LPA and IOCRA, in which case the contract shall be extended until the modified expiration date.

SECTION 5 – GENERAL PROVISIONS:

5.1 No Investment in Iran: As required by IC 522-16.5-13, Kleinpeter Consulting Group, LLC certifies that Kleinpeter Consulting Group, LLC is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Agreement and denial of future state contracts, as well as imposition of a civil penalty.

5.2 Changes in Scope of Work: Upon any change in the scope of the project, differing from the approved IOCRA Grant application, the Kleinpeter Consulting Group, LLC Administrator shall be informed promptly and the Kleinpeter Consulting Group, LLC Administrator and the LPA shall discuss/negotiate the additional cost due to Kleinpeter Consulting Group, LLC related to the change in the scope of work.

5.3 Waiver of Modification Ineffective Unless in Writing: No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless signed by a duly authorized representative of the LPA and a duly authorized representative of Kleinpeter Consulting Group, LLC.

5.4 No Assignment Without Consent: Kleinpeter Consulting Group, LLC shall neither assign this Agreement nor any of the rights and duties hereunder without the prior written consent of the LPA.

5.5 Employment Eligibility Verification: Kleinpeter Consulting Group, LLC affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

a. Kleinpeter Consulting Group, LLC shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Kleinpeter Consulting Group, LLC is not required to participate should the E-Verify program cease to exist.
b. Kleinpeter Consulting Group, LLC shall not knowingly employ or contract with an unauthorized alien. Kleinpeter Consulting Group, LLC shall not retain an employee or contract with a person that Kleinpeter Consulting Group, LLC subsequently learns is an unauthorized alien.

5.6 Independent Contractor: Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. Kleinpeter Consulting Group, LLC.

5.7 Hold Harmless: Town of Lapel shall indemnify and hold harmless Kleinpeter Consulting Group LLC, from and against all damages, claims and liability arising from or connected with the Town's acts or omissions relating to this contract, including liability for any property damage or personal injury, unless due to the negligence or willful misconduct of Kleinpeter Consulting Group, LLC.

Kleinpeter Consulting Group LLC shall indemnify and hold harmless the Town of Lapel from and against all damages, claims and liability arising from or connected with Kleinpeter Consulting Group LLC provision of services, or failure to provide services, including liability for any property damage or personal injury, unless due to the negligence or willful misconduct of the Town.

5.8 Termination: Either party may terminate this Agreement, in whole or in part, whenever, for any reason, it determines that such termination is in its best interests. Termination or partial termination of the Agreement shall be affected by delivering the other party a Termination Notice thirty (30) days prior to termination. Such notice should be delivered in the manner described in Section 5, Paragraph 5.9, of this Agreement. Termination may be made effective immediately by mutual written consent of both parties.

5.9 Notice to Parties: Any notice, request, consent, or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to LPA shall be sent to:	Town of Lapel Attn: Chad Blake, Council President 825 N. Main Street, Lapel, IN 46051
Notices to KLEINPETER CONSULTING GROUP, LLC shall be sent to:	Mike Kleinpeter, President Kleinpeter Consulting Group, LLC 1381 W. Smokey Row Road Greenwood, IN 46143

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

SECTION 6 – AGREEMENT:

This Agreement, together with other documents as enumerated below, form the Agreement between the parties hereto:

6.1 Employment of Unauthorized Aliens Affidavit (Appendix I)

6.2 Federal and State Third-Party Contract Provisions (Appendix II)

In Witness Whereof, the LPA and Kleinpeter Consulting Group, LLC have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

Town of Lapel		**Kleinpeter Consulting Group, LLC**	
		Mike Kleinpeter	8/14/26
Signature	Date	Signature	Date
Chad Blake – Council President		Mike Kleinpeter, President	
(Print or type name and title)		(Print or type name and title)	

Appendix I

EMPLOYMENT OF UNAUTHORIZED ALIENS AFFIDAVIT

I hereby affirm that I am a duly authorized officer/director of the Kleinpeter Consulting Group, LLC and I hereby certify that as of the date of this Affidavit, Kleinpeter Consulting Group, LLC does not now employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1234a(h)(3). Additionally, Kleinpeter Consulting Group, LLC will use E-Verify for any future hiring.

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FORGOING REPRESENATIONS ARE TRUE.

8/14/26
Date

Mike Kleinpeter
Signature

Michael J. Kleinpeter, President
Printed of Typed Name / Title

President
Kleinpeter Consulting Group, LLC

Printed or Type Title

Appendix II

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

(Revised 11/03/97)

CDBG-ASSISTED PROFESSIONAL SERVICES CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. **Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):**
   The administrator hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

   During the performance of this contract, the administrator agrees as follows:

   A. The administrator will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

   B. The administrator will, in all solicitations or advertisements for employees placed by or on behalf of the administrator, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

   C. The administrator will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the administrator's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   D. The administrator will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

   E. The administrator will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

   F. In the event of the administrator's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the administrator may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The administrator will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The administrator will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the administrator may request the United States to enter into such litigation to protect the interests of the United States.

H. The administrator further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The administrator agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of administrators and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The administrator further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a administrator debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon administrators and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. **Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):** The administrator agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or administrators shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The administrator shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The administrator shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the administrator agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. **Compliance in the Provision of Training, Employment and Business Opportunities:**

   A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

   B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

   C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its administrators and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. **Title VI Civil Rights Act of 1964:**
   During the performance of this contract, the administrator, for itself, its assignees and successors in interest (hereinafter referred to as the "administrator"), agrees as follows:

   A. The administrator, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The administrator shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

   B. In all solicitations either by competitive bidding or negotiation made by the administrator for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the administrator of the administrator's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

   C. The administrator shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a administrator is in the exclusive possession of another who fails or refuses to furnish this information, the administrator shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the administrator's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

   (1) Withholding of payments to the administrator under the contract until the administrator complies; and/or,
   (2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The administrator shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The administrator shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the administrator becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the administrator may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the administrator may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. <u>Title VIII Civil Rights Acts of 1968 (as applicable):</u>
The administrator shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. <u>Section 109 Housing and Urban Development Act of 1974 (as applicable):</u>
The administrator provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. <u>Section 504 Rehabilitation Act of 1973:</u>

A. The administrator will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The administrator agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The administrator agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the administrator's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the administrator's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The administrator will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the administrator is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The administrator will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. <u>Fair Housing Amendments Act of 1988 (as applicable):</u>
The administrator shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. <u>Age Discrimination Act of 1975:</u>
The administrator shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. <u>Americans With Disabilities Act of 1990</u>:
The administrator shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. <u>Certification of Non-segregated Facilities:</u>
The administrator certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The administrator agrees that a breech of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. <u>Retention and Access Requirements For Records (24 CFR Part 85.42):</u>

A. The administrator shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

   Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

   (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the fiveyear period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.

   (2) Records of non-expendable property acquired with federal funds shall be retained for five years after final disposition of such property.
   (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The administrator shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

(a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any sub-recipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;
(b) Any member of his/her immediate family;
(c) His or her partner; or
(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The administrator's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from administrators, potential administrators, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by administrators or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBGassisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. **Remedies/Sanctions or Breach of Contract Terms:**
Upon written notice, the grantee may withhold payments to the administrator if the administrator shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the administrator shall violate any of the conditions of this contract. The grantee shall in its written notice to administrator fully describe the nature of failure or violation by administrator, the corrective action required of administrator, and, the grantee shall allow the administrator thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the administrator within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the administrator. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. **Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of $10,000):**
If the administrator shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the administrator shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the administrator of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the administrator under this contract shall, at the option of the grantee, become the property of the grantee and the administrator shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the administrator disputes grantee's election to terminate this contract for cause under this paragraph, administrator may pursue equitable relief or remedy.

16. **Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of $10,000):**
The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the administrator. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the administrator, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the administrator under this contract shall, at the option of the grantee, become the property of the grantee and the administrator shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. **Changes to Contract:**
The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. **Contractor to Furnish Necessary Personnel Resources:**

A. The administrator represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the administrator or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:
The administrator, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:
The administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:
No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the administrator. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the administrator's services.

22. Compliance with State and Local Laws:
The administrator specifically agrees that in performance of the services herein enumerated, administrator and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.11):
Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives $200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grants Management Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the administrator the prescribed format of Part IV to the HUD Disclosure Report, and the administrator agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between administrator and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the administrator will provide the grantee with the following minimum information:

a. The name of all persons who are proprietors, partners, directors or officers of the administrator and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;

b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,
d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to received federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:
In carrying out this agreement, the administrator agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and sub-grants for construction or repair services.

25. Compliance with Davis-Bacon Act:
In carrying out this agreement, the administrator agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and sub-grantees.

26. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act: In carrying out this agreement, the administrator agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees, and $2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over $100,000):
In carrying out this agreement, the administrator agrees to comply with the requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) respective to all contracts in excess of $100,000 awarded by grantees and sub-grantees. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:
In carrying out this agreement, the administrator agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:
In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFE part 24, subpart F.