

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 20-31**

**A RESOLUTION AUTHORIZING SIGNATURE OF A MEMORANDUM OF
AGREEMENT FOR MUTUAL AID FIRE SERVICE BETWEEN MADISON COUNTY
FISCAL COURT AND THE CITY OF RICHMOND**

WHEREAS, each party has the power, control and responsibility to provide fire and rescue services within their respective boundaries; and

WHEREAS, the Madison County Fire Department "County" and the City of Richmond "City" wish to secure for each the benefits of mutual aid in fire prevention, the protection of life, and property from fire and rescue; and

WHEREAS, the parties entering into this agreement agree to provide the following services if it is available by the providing agency; emergency services, including basic medical support, hazardous material containment and confinement, and special rescue events including vehicular collision extrication, water rescue, water recovery, trench, building, and confined space rescue, missing persons; and

WHEREAS, mutual aid agreements ensure that citizens, regardless of their geographical location receive quality first response in times of need.

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THE AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by John Tudor, seconded by Tom Botkin.

Vote:	Yes	No
Judge Reagan Taylor	<u>X</u>	
Magistrate Larry Combs	<u>X</u>	
Magistrate John Tudor	<u>X</u>	
Magistrate Roger Barger	<u>X</u>	
Magistrate Tom Botkin	<u>X</u>	

R-30
Reagan Taylor
Madison County Judge Executive

Attest:
Kenny Barger
Kenny Barger
Madison County Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE MADISON COUNTY FISCAL COURT
AND
THE CITY OF RICHMOND**

This agreement ("Agreement") entered into between the Madison County Fiscal Court/Madison County Fire Department "County" and the City of Richmond/City of Richmond Fire Department "City" to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire and rescue.

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. On receipt of a 911 phone call to the Madison County Joint 911 Dispatch Center, County firefighting equipment and personnel of the requested entity will be dispatched when available to any point within the area for which the City normally provides fire protection as designated by the geographical boundaries.
2. On receipt of a 911 phone call to the Madison County Joint 911 Dispatch Center, City firefighting equipment and personnel of the requested entity will be dispatched when available to any point within the area for which the County normally provides fire protection as designated by the geographical boundaries.
3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting department, if, for any reason, assistance cannot be rendered.
4. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding agency.
 - b. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of the official.
 - c. A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.
5. Each party hereby waives all claims against the other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement.

6. The chief fire officers and personnel of the fire departments of both parties are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours to jointly conduct pre-fire planning inspection drills.

7. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

8. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

9. All parties entering into this agreement will ensure their departmental contact information is kept current with the other department.

10. This Agreement and any attachments/schedules constitutes the entire agreement between the parties and supersedes any prior agreements or understandings as to the subject matter herein. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

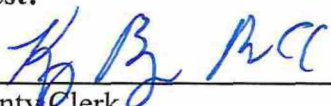
Dated this ____ day of _____, 2020.

MADISON COUNTY, KY



Reagan Taylor
Madison County Judge Executive

Attest:



County Clerk

CITY OF RICHMOND, KY

Robert Blythe
Mayor, City of Richmond

Attest:

City Clerk

LEGALLY BINDING AGREEMENT

This agreement entered into this 22 day of OCTOBER 2019, by and between the Madison County Fiscal Court, hereinafter referred to as the Recipient, and Kentucky River Foothills Development Council, Inc. hereinafter called the Nonprofit. This agreement is being executed in three original contracts, each of which is deemed an original.

WHEREAS, the Recipient has entered into a Grant Agreement with the Commonwealth of Kentucky, Department of Local Government, and

WHEREAS, the payment of funds to the Recipient under the terms of the Grant Agreement is contingent upon the Nonprofit contracting to undertake certain responsibilities, and

WHEREAS, the funds made available under the terms of the Grant Agreement will directly benefit the Nonprofit,

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) paid to the Nonprofit, and in further consideration of the mutual promises and covenants hereinafter contained, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

The Recipient and Nonprofit do hereby agree to carry out and perform all of the activities required of it under the terms and conditions of the Grant Agreement, which agreement is incorporated herein by reference as if copied in full.

Madison County agrees to carry out all activities set forth in Exhibit B of the Grant Agreement.

The Nonprofit agrees as follows:

a) To perform project activities as enumerated in Exhibit C of the Grant Agreement as enumerated below:

1. Activities by Kentucky River Foothills Development Council, Inc., Participating Party, as stated in the application given preliminary approval on April 22, 2019, and summarized below:
 - A. The Participating Party shall contract with the Recipient as set forth in Section 7 and Exhibit B, Article 1.a. of the Grant Agreement.
 - B. The Participating Party agrees that the LMI percentage of trainees will not be less than 51 percent. The Participating Party shall survey all persons utilizing the program to determine the LMI benefit.
 - C. The Participating Party will secure funding in the following amounts;

HOME	\$190,000
AHTF	\$567,240
EKU	\$50,000
LIHTC	\$8,157,935
KRFDC	\$9,210

KRFDC

\$165,950
\$9,140,335

- D. The Participating Party assures that it is responsible for any cost overruns and is responsible for making up any shortfall.
 - E. The Participating Party shall grant access to records by the Recipient and the Commonwealth for the sole purpose of confirming compliance with LMI Requirements for trainees set forth in Exhibit A of the Grant Agreement and CDBG benefit requirements.
 - F. The Participating party assures that in the event that 51% of the project trainees do not meet LMI requirements the full amount of the CDBG grant, \$480,000, will be returned to the Commonwealth of Kentucky.
2. The Nonprofit shall comply with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by Judge Reagan Taylor on April 22, 2019, and submitted on or about that date as part of the project application.
3. The Nonprofit shall assist the Recipient in determining the objectives of each activity and measuring the outcomes of each activity funded with CDBG funds utilizing a performance measurement system provided by DLG. This data shall be reported to DLG on an annual basis until the project is closed.

The Nonprofit agrees as follows:

- a) To maintain for a period of five years following project closeout all financial records and documents relative to disbursement of any CDBG or other funds identified in and required by the Grant Agreement. Such records include, but are not limited to, ledgers, bank statements, contracts, invoices and reports.
- b) To grant access to inspect, copy, audit and examine at all reasonable times employment and financial records to any duly authorized representative of the Commonwealth, HUD, Inspector General and General Accounting Office of the United States, for a period up to five years following completion of closeout procedures.
- c) To comply with all State and Federal laws and regulations pertinent to the project.

The Nonprofit further agrees to the following terms and conditions:

- a) That no transfer of grant funds by the Recipient to the Nonprofit shall be or be deemed an assignment of grant funds, and that the Nonprofit shall neither succeed to any rights, benefits, or advantages of the Recipient under the terms of the hereinabove described Grant Agreement nor attain any rights, privileges, authorities or interest in or under the said agreement.
- b) That the Nonprofit acknowledges nothing contained in the said agreement, nor in any contract between the parties hereto, nor any act of the Commonwealth, the Recipient or any other party shall be deemed or construed to create any relationship or third-

party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship involving the Commonwealth.

- c) That the Recipient shall not be liable to the Nonprofit or any party except the Commonwealth, for the completion of, or the failure to complete, any activities which are a part of the project herein contemplated, except those specified in Exhibit B, of the said Grant Agreement.
- d) None of the Nonprofit designees, agents, members, officers or employees, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the project herein contemplated at any time during or after such person's tenure with the Nonprofit.
- e) The obligations of the parties are totally contingent upon the obtaining of a Release of Funds from the Department of Local Government and no project activities other than environmentally exempt activities may occur until the release is achieved.
- f) Recipient and Nonprofit agree and accept that all applicable provisions of the Grant Agreement are incorporated into and made a part of this Legally Binding Agreement.
- g) The Legally Binding Agreement Standard Provisions attached to this Agreement as Exhibit I are considered to be an integral part of this Agreement. These provisions are subject to change from time to time as Federal laws and regulations are promulgated. The Nonprofit will be notified in writing if any changes occur.

Madison County Judge Executive

Kentucky River Foothills Development
Council, Inc.

By: _____

Reagan Taylor

By: _____

Bryan Mullins, Executive Director/CEO

State of Kentucky

County of Madison

Signed and acknowledged before me this 20 day of November, 2019, by Judge Reagan Taylor, as his free and voluntary act and deed.

Theresa Haroon
Notary Public State at Large

My Commission expires January 9, 2023

State of Kentucky

County of Madison

Signed and acknowledged before me this 30 day of December, 2019, by Executive Director/CEO, Bryan Mullins, as his free and voluntary act and deed.

Junia N. Cain
Notary Public State at Large

My Commission expires June 25, 2022, 2022.

**LEGALLY BINDING AGREEMENT
EXHIBIT I
STANDARD PROVISIONS**

1. **Unexpended Grant Funds**: The Non-Profit agrees that it will return to the Recipient any unexpended grant funds provided by the Recipient under this Agreement.
2. **Program Income**: The Nonprofit will record any recovered funds as Miscellaneous Revenue and deposited in a Revolving Fund (RF). The Participating Party will ensure that proper accounting will be maintained for these funds and this documentation is provided to the Recipient to ensure compliance with regulations and reporting requirements related thereto.
3. **Limitation of Liability**: The Non-Profit will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the Recipient.
4. **Agreement/Contract**: If any provision in this agreement/contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this agreement/contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

The failure of either party to insist upon strict performance of any terms, conditions and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

Federal, State and local laws, ordinances and codes are subject to change from time to time as they are promulgated. The Non-Profit shall be notified in writing of any such changes when they occur and they shall be incorporated in writing into this contract/agreement upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this agreement/contract and then they shall be incorporated upon notification to the Non-Profit.

5. **Terms and Conditions**: DLG reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the Community Development Block Grant Program.
6. **Reporting Requirements**: The Non-Profit agrees to complete and submit all reports, in such form and according to such schedule, as may be required by DLG.
7. **Maintenance of Records**: Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of five (5) years after the final close-out report.

However, if any litigation, claim, or audit is started before the expiration of the five (5) year period, then records must be retained for five (5) years after the litigation, claim or audit is resolved.

8. **Access to Records:** Records with respect to all matters covered by this agreement shall be made available for audit and inspection by DLG, HUD or their representatives.
9. **Sanctions:** If the Non-Profit fails or refuses to comply with the provisions set forth herein, then DLG or the Recipient may take any or all of the following sanctions: cancel, terminate or suspend in whole or in part this agreement, or refrain from extending any further funds to the Non-Profit until such time as the Non-Profit is in full compliance.
10. **Applicable Law:** In addition to the applicable Federal Laws and Regulations, this agreement is also made under and shall be construed in accordance with the laws of the Commonwealth of Kentucky. By execution of this agreement, the Non-Profit agrees to submit to the jurisdiction of the Commonwealth of Kentucky for all matters arising or to arise hereunder, including but not limited to performance of said agreement and payment of all licenses and taxes of whatever kind or nature applicable hereto.
12. **Uniform Administrative requirements:** The Non-Profit shall adhere to the following administrative requirements:

Financial: Guidelines for financial and compliance audits of Federally assisted programs, Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Procurement: The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Recipient and the Non-Profit.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the Commonwealth of Kentucky or a unit of general local government or any designated public agencies or Participating Party which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the Department for Local Government on a case-by-case basis as requested upon full disclosure in writing.

Should any governmental entity, recipient, Participating Party, employee or official know or perceive any breach of ethical standards or conflict of interest involving any other CDBG grant, they shall immediately notify the Department for Local Government.

Personnel: All contractors and subcontractors engaged in the project shall be fully qualified and properly licensed under State and local law to perform such services.
The Non-Profit shall insure that all Prime Contractors/Subcontractors are bonded and insured in accordance with State and Federal requirements.

Other Program Requirements: All activities by the Non-Profit shall be carried out in compliance with all Federal laws and regulations except for environmental

responsibilities and review process under Executive Order 12372, which are the responsibility of the Recipient.

Suspension and Termination: In accordance with 24 CFR 85.43 suspension or termination may occur if the Non-Profit materially fails to comply with any terms of this Agreement, and that the Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

Debarment Certification: The Non-Profit must verify that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", prior to receiving Federal funds. The Non-Profit must require that any prime contractor or lower tier contractor with a contract valued at more than \$100,000 must also complete a debarment certification and the Non-Profit will keep it on file for review as outlined in records and reports. The Non-Profit must also check the eligibility on all contractors and subcontractors who perform work under this Agreement regardless of dollar amount.

Use of Real Property and Reversion of Assets: Upon expiration or termination of this Agreement the Non-Profit shall transfer on behalf of the Recipient, to the Department for Local Government, or the Department for Local Government's Assignee, any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG funds.

Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use must be approved by the Department for Local Government in writing.

Amendments: Any changes in the scope of the project, as outlined in this Agreement, including cost increases, must be submitted in writing by the Non-Profit to the Recipient as a request for an award adjustment. Any adjustment granted by the Recipient shall be appended to this Agreement as an amendment.

13. **Copyright:** Except as otherwise provided in the terms and conditions of this contract, the Non-Profit paid through this contract is free to copyright any books, publications or other copyrightable materials developed in the course of and under this contract. However, the U. S. Department of Housing and Urban Development and DLG reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal Government and State Funded Agencies (SFA) purposes:
 - A. the copyright in any work developed under this contract; and
 - B. any rights of copyright to which a Non-Profit purchases ownership with grant support. The Federal Government's rights and DLG's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.
14. **Compliance with Air and Water Acts:** Applicable to construction contracts and related subcontracts exceeding \$100,000: This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Pollution Control Act, as amended,

33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time.

- A. A stipulation by the Contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857c-8-0 and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
- D. Agreement by the Non-Profit that he will include or cause to be included the criteria and requirements in paragraph (A) through (D) of this agreement, in every nonexempt subcontract and requiring that the Contractor will take such action as the State may direct as a means of enforcing such provisions.

In no event shall any amount of assistance provided under this agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

15. **Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas:** It is national policy to award a fair share of contracts to small and minority and women's owned businesses. Accordingly, affirmative steps must be taken to assure that small, minority and women owned businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- A. Including qualified small and minority businesses on solicitation lists;
- B. Assuring that small, minority and women owned businesses are solicited whenever they are potential sources;
- C. Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women owned businesses' participation;
- D. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses; and
- E. Using the services and assistance of the Small Business Administration, the Kentucky Cabinet for Economic Development, the U. S. Department of Commerce and the Community Services Administration as required.

16. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Non-Profit under this agreement, which DLG requests to be kept confidential, shall not be made available to any individual or organization by the Non-Profit without prior written approval of DLG.
17. **Prime Non-Profit Responsibilities:** The Non-Profit is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this agreement. The Recipient will consider the Non-Profit to be the sole point of contact with regard to contractual matters.
18. **Subcontracting:** If any part of the work covered by this agreement is to be subcontracted, the Non-Profit shall identify the subcontracting entity and the contractual arrangements made therewith to the Recipient. All subcontracts must be approved by the Recipient to insure they are not debarred or suspended by the Federal or State Government and to insure the Recipient understands the arrangements.
19. **Legal Services:** No attorney-at-law shall be engaged through the use of any funds provided under this contract in suits against the State, Local Public Body or any political subdivision.
20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act.
21. **Reporting of Fraudulent Activity:** If at any time during the term of this agreement anyone has reason to believe by whatever means that, under this or any other program administered by DLG, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this or any other contract, such information shall be immediately reported to the appropriate authorities.
22. **Age Discrimination:** In accordance with 45 CFR, parts 90 and 91, the Non-Profit agrees there shall be no bias or age discrimination as to benefits and participation under this agreement.
23. **Section 109 of the Housing and Community Development Act of 1974:** 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 pursuant to agreement.
24. **Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to

this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

The contractor agrees to submit such reports as required to document compliance with Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

25. **Section 504 of the Rehabilitation Act of 1973:** The Non-Profit agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, in any program or activity that receives the benefits from the Federal financial assistance.
26. **Lead-Based Paint:** The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 27 CFR Part 35. Any grants or loans made by the Non-Profit for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead based paint hazards under subpart B of said regulations, and the Non-Profit shall be responsible for the inspections and certifications required under section 35.14(f) thereof.
27. **Debarment Certification:** The Non-Profit must comply with Federal Debarment and Suspension regulations prior to entering into a financial agreement for any transaction as outlined below.

A. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is cumulative amount from all Federal funding sources).

B. Any procurement contract for goods and services, regardless of amount, under which the Non-Profit will have a critical influence on or substantive control over the transaction.

28. **Equal Employment Opportunity**: In carrying out the program, the Non-Profit shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Non-Profit must take affirmative action to insure that applicants for employment 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Non-Profit shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Non-Profit shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Non-Profit shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for project or program.

The Non-Profit will, in all solicitations or advertisements for employees by or on behalf of the Non-Profit, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Non-Profit 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 by the State advising the said labor union or workers' representatives of the Non-Profit commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Non-Profit will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.

The Non-Profit will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Non-Profit's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Non-Profit may be declared ineligible for further Government contracts or Federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the State, or as otherwise provided by law.

The Non-Profit will include the above provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding

upon each Non-Profit or vendor. The Non-Profit will take such action with respect to any subcontract or purchase order as DLG may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Non-Profit becomes involved in, or is threatened with, litigation with an entity as a result of such direction by DLG, the Non-Profit may request DLG to enter into such litigation to protect the interest of the State.

The Non-Profit 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.

29. **Federal Labor Standards Provisions:** The project or program to which the work covered by this agreement pertains is being assisted by the United States of America and the Federal Labor Standards Provisions are applicable to any construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units entered into by the Non-Profit. The Non-Profit shall include the required Federal language covering Davis-Bacon, Copeland Anti Kickback, and Contract work and Safety Standard Acts in any such contract.