

Coweta, City of

CDBG-W/S Const-2021-COWETA CI-00105

Contract Part I: 18229 CDBG 21

FAIN #: B-21-DC-40-0001 UEI #: 048996714 FEI #: 73-0721492

**CONTRACT
PART I
SUMMARY AND SIGNATURES**

Contracting Agency: Oklahoma Department of Commerce State of Oklahoma (ODOC)
 Contractor: City of Coweta
 Contract Title: ODOC Community Development Block Grant
 Contract Number: 18229 CDBG 21
 Federal Amount: \$299,999.00
 Match Amount: \$400,512.62
 Contract Amount: \$299,999.00
 Research and Development: Not R&D Related
 Indirect Cost Rate: 19.75
 Grant Award Amount - This Action: \$299,999.00
 Total Committed: \$299,999.00
 Total Obligated: \$299,999.00
 Source: U.S. Department of Housing and Urban Development (HUD) Catalog of Federal Domestic Assistance (CFDA) Number 14.228
 Project Funding Period: September 3, 2021 through September 2, 2023
 Federal Award Period: July 30, 2021 through July 29, 2028

Summary of Project

Installation of approximately 2,253 feet of 8" waterline and 2,510 feet of 6" waterline to replace the existing 2" water lines currently serving the Village Subdivision. The project is necessary to loop the system which will enable fire flow capability and reduce the occurrence of disinfectant by-product issues with the elimination of dead end lines

Budget Summary

Funds

Construction -	\$277,999.00
Engineering/Architect -	\$0
Inspection -	\$0
Other -	\$0
Public Facilities Admin -	\$22,000.00
Direct Grantee Admin -	
Planning -	
TOTAL CDBG -	\$299,999.00
TOTAL LEVERAGE -	\$400,512.62
TOTAL FUNDS -	\$700,511.62

Submit Requisitions to: Community Development Issue Payment To: City of Coweta

Coweta, City of

CDBG-W/S Const-2021-COWETA CI-00105

Contract Part I: 18229 CDBG 21

Oklahoma Department of Commerce
900 North Stiles
Oklahoma City, OK 73104-3234

PO Box 850
Coweta, OK 74429-0850

AGREEMENT COMPONENT ~~Part I - Summary and Signatures~~ Part II -
Terms and Conditions
Certification Regarding Lobbying

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by: City of Coweta

Executed by: Oklahoma Department of
Commerce

Signature of Authorized Official

Signature of Authorized ODOC Official

Date

Date



PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program for non-entitlement areas. Notwithstanding any other provisions, payments to the Subrecipient by ODOC are subject to the availability of such funds to ODOC as determined by federal and/or State action and/or law. ODOC may take any action necessary in accord with such determination.

2. MODIFICATION AMENDMENT

- A. This contract is subject to such modification as may be required by federal or State law or regulations. Any such modification may be done unilaterally by ODOC.
- B. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon following the process required by ODOC in accessing the OKGrants system.
- C. Revisions to the contract and the approved budget, which is a part of this contract, must follow the process required by ODOC in accessing the OKGrants system.
- D. A waiver by ODOC of any provision of this contract must follow the process required by ODOC in accessing the OKGrants system.

3. ODOC

- A. ODOC will provide funding for the project up to the total amount listed in Part I: Total Project Funding.
- B. ODOC shall perform monitoring to assess the Subrecipient's financial and program compliance and progress but said monitoring and evaluation shall not relieve the Subrecipient of any obligation or duty under this contract.

4. SUBRECIPIENT

- A. The Subrecipient agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made apart hereof by reference. Any conflict between said application, amendments and correspondence and the provisions of this contract shall be controlled by this contract.
- B. None of the work and services covered by this contract may be subcontracted without prior written approval of ODOC. All compensated administrative consultants engaged by the Subrecipient must be ODOC Certified CDBG Administrators. However, said



determination by ODOC shall not relieve the Subrecipient of independent obligation to ensure that such persons are fully qualified, and able to perform the duties they have contracted to perform.

- C. In no event will any sub-Subrecipient subcontract or incur obligation on the part of ODOC.
 - D. The Subrecipient shall comply with all requirements of the ODOC CDBG Project Management Guide. The Guide is hereby annexed, incorporated, and made a part of this contract. The Guide may be amended during the current contract year by ODOC. When changes are made to the Project Management Guide, all certified CDBG grant administrators are notified by email that there have been updates to the Guide.
 - E. The Subrecipient shall commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract.
 - F. Based upon a Risk Assessment the ODOC may schedule mandatory Technical Assistance meetings. The Subrecipient shall ensure the attendance of any person performing services under this contract whose presence is requested.
5. 2 CFR 200.331

Pursuant to 2 CFR 200.331 - All pass-through entities must:

- A. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (a) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (b) Subrecipient's unique entity identifier;
 - (c) Federal Award Identification Number (FAIN);
 - (d) Federal Award Date (see § 200.39 Federal award date) of award to the recipient by the Federal agency;
 - (e) Subaward Period of Performance Start and End Date;
 - (f) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
 - (g) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;



- (h) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
- (i) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- (j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
- (k) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (l) The rest of Section 200.331 is herein incorporated by reference.

6. EMPLOYEE BENEFITS

The Subrecipient has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.

7. CERTIFICATIONS BY SUBRECIPIENT

- A. The Subrecipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.
- B. The Subrecipient specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders and any amendments thereto:
 - (1) Equal Opportunity
 - (a) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR, Part 1;
 - (b) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3600-3620, 1988), popularly known as the Fair Housing Act;
 - (c) Executive Order 11063 (1962) as amended by Executive Order 12259, which requires equal opportunity in housing. HUD regulations are at 24 CFR, Part 107;
 - (d) Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin or sex in connection with

funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

- (i) Age Discrimination Act of 1975 (42 USC §§ 6101, et seq., State Program, Final Rule;
 - (ii) Section 504 of Rehabilitation Act of 1973 (29 USC 794); Regulations are at 24 CFR, Part 570.601;
- (e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC § 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in or owned in substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;
- (f) Executive Order 11246 (1965), as amended by Executive Order 11375 (1967), which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR, Part 100 and 41 CFR, Part 60-1;
- (g) Section 504 of the Rehabilitation Act of 1973, as amended, which establishes policies, goals and procedures for assuring no otherwise qualified individual with disabilities is, solely on the basis of the disability, denied benefits, subjected to discrimination or excluded from participation in any program or activity receiving federal assistance.
- (2) Labor Standards
- (a) Davis-Bacon Act (40 USC §§ 3141-3148), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The Subrecipient further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Subrecipient and any sub-Subrecipients must comply with these wage rates in performance of the work required. The subrecipient must also report all suspected or reported violations to the Federal awarding agency.
 - (b) Copeland (Anti-Kickback) Act (18 USC § 874, 40 USC § 3145), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Furthermore, each contractor or subrecipient is 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. Subrecipients must report all suspected or reported violations of this act to the Federal awarding agency. Regulations are at 29 CFR, Part 3;

- (c) Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

(3) Environment

- (a) National Environmental Policy Act of 1969 (42 USC §§ 4231, et seq.) (NEPA), and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;
- (b) The Subrecipient's chief executive officer hereby assumes the status of a responsible federal official under NEPA and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official;
- (c) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Subrecipient that the activities of Administration and Engineering located in 24 CFR 58.34(a) are exempt activities. Upon execution of this contract, the activities of Administration and Engineering require no further environmental review.
- (d) Finding of Categorical Exclusion/Not Subject to 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Subrecipient that the activity of Purchase of Equipment located in 24 CFR 58.35(b) is a Categorically Excluded activity not subject to 24 CFR 58.5. Upon execution of this contract, this activity requires no further environmental review.
- (e) Subrecipients agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Subrecipients must report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(4) Acquisition and Relocation

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17). Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24;



(5) Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4821, et seq.), which prohibits the use of lead-based paint in residences for which federal assistance is provided. Regulations are at 24 CFR, Part 35;

(6) Debarment and Suspension

The Subrecipient certifies it will require certification from sub-Subrecipients that neither the sub-Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489;

(7) The Subrecipient certifies that it is in compliance with 25 O.S. § 1313(B). After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the Contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees.

(8) The Subrecipient certifies that it will comply with 37 CFR Part 401. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

(9) 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 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.

8. HOLD HARMLESS CLAUSE

A. The Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Subrecipient. The Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any sub-Subrecipient or any agent for the Subrecipient, the Subrecipient will specify that such sub-Subrecipients or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the herein before-described expenses, claims, actions or amounts recovered.



- B. In the event the Contract or chooses to use volunteer labor to assist in the project activities, the Subrecipient shall bear any and all liability for any injury or harm caused by the volunteer labor or any harm or injury to the volunteer labor.

9. POLITICAL ACTIVITY

- A. All employees of the Subrecipient shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§ 1501, et seq., 18 USC § 595 and any amendments thereto).
- B. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- C. No portion of the contract funds may be used for lobbying activities.

10. NO-CONFLICT COVENANT

The Subrecipient covenants that no officers or employees of any governing board of the Subrecipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. The Subrecipient further covenants that in the performance of this contract no person having any such interest will be employed. The Subrecipient covenants that no employee of ODOC has any interest, direct or indirect, nor has any employee of ODOC received anything of value in connection with this contract.

11. PUBLICATIONS AND OTHER MATERIALS

- A. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
- B. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

- A. The Subrecipient shall comply with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds and with the Oklahoma Department of Commerce requirements pursuant thereto, which are published in the ODOC CDBG Project Management Guide.



- B. Oklahoma Department of Commerce fully adopts 24 CFR 200.317-326 in full. Units of General Local Government as “sub-recipients” are to follow 2 CFR Part 200.318-326.

13. COMPENSATION TO SUBRECIPIENT

A. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred prior to the contract start date. No ODOC funds may be used for expenses incurred after the contract end date.

B. ODOC shall disburse funds to the Subrecipient upon receipt and approval by ODOC of timely, properly executed Requests for Payment of Contract Funds. The Subrecipient may submit a Request for Payment of Contract Funds as often as necessary to meet its financial obligations. All funds received shall be expended within fifteen (15) days of receipt. No funds shall be disbursed by ODOC when any of the following conditions are present:

- (1) The latest Monthly Expenditure Report due has not been received and accepted by ODOC. The Subrecipient is required to submit a Monthly Expenditure Report by the tenth (10th) of the month following the receipt and/or expenditure of funds;
- (2) Funds are requested for activities not listed on the contract budget or are in excess of the current budget amount for a particular activity.

C. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than sixty (60) days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the sixty (60) days may be disallowed by ODOC.

D. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to the Subrecipient to effect proper cash management.

E. Payments by Subrecipient for administrative services will be made in conformance with the following schedule:

<u>Maximum Fee</u> <u>(Cumulative)</u>	<u>Activity</u>
20%	Release of Funds achieved within 120 days.
5%	Release of Funds achieved greater than 120 days.
20%	Construction started within 270 days.
5%	Construction started greater than 270 days.



- | | |
|----------------|--|
| 40% | Construction as project funds are expended (Pro rata). |
| 20% or balance | Submission and acceptance of Final Closeout documents. |

- F. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Subrecipient may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O. S. §§ 250, et seq.

14. AUTHORITY TO USE GRANT FUNDS (RELEASE OF FUNDS)

- A. No costs, with the exception of administration and engineering, shall be incurred until after the Subrecipient has received written notice from ODOC that the Subrecipient has satisfied the specific requirements listed herein for release of funds as set forth in the CDBG Project Management Guide. The Subrecipient may submit a request for Authority to Use Grant Funds for this activity prior to the release of other funded activities.
- B. The Subrecipient shall meet required Authority to Use Grant Funds (Release of Funds) requirements within one hundred twenty (120) days after the beginning of the contract period. In accordance with the CDBG Project Management Guide and other policies as noted below, the Subrecipient shall submit to ODOC "Request for Authority to Use Grant Funds (Release of Funds)" and required supporting documentation as follows:
- (1) Environmental Review: The Subrecipient shall complete an Environmental Review for each contract activity with the exception of exempt activities and categorically excluded activities not subject to 24 CFR 58.5, i.e., administration, engineering and purchase of equipment;
 - (2) Leverage Commitment: The Subrecipient shall submit Certification of Leverage, certifying that leverage funds are available and identifying the source and amount in accordance with approved application.
 - (3) Insurance and Bonding: The Subrecipient shall submit evidence of:
 - (a) General liability insurance covering the funded activities; and
 - (b) Bonding of all officials who are responsible for financial transactions relating to this contract;
 - (4) Anti-Displacement Plan: The Subrecipient must adopt and submit an Anti-Displacement Plan in accordance with ODOC CDBG Project Management Guide;



- (5) Other: Special conditions in accordance with this contract and ODOC CDBG Project Management Guide as follows:
- (a) Subrecipient has met any special conditions specified in Section II of this contract;
 - (b) Subrecipient's audit has been accepted and approved by ODOC;
 - (c) Subrecipient has attended a CDBG training session.
- (6) A review committee will determine de-obligation of CDBG funding if the project has NOT satisfactorily been completed and Release of Funds has NOT been obtained. This review committee may be composed of ODOC Community Development staff including: CDBG Planner, Director of Programs (Planning and Monitoring), and the Division Director.

15. PROCUREMENT

- A. Procurement, management and disposition of property acquired with contract funds shall be governed by federal and State law, and as directed by ODOC in the CDBG Project Management Guide. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O. S. §§ 101, et seq. Oklahoma Department of Commerce fully adopts 24 CFR 200.317-326 in full. Units of General Local Government as “subrecipients” are to follow 2 CFR Part 200.318-326.
- B. Materials acquired for construction purposes shall be deemed real property once they have become part of the improvement.

16. RECORDS, REPORTS, DOCUMENTATION

- A. The Subrecipient shall maintain records and accounts, including property, personnel and financial records that properly document and account for all project funds. Specific types and forms of record are required in the ODOC CDBG Project Management Guide.
- B. The Subrecipient the Closeout Documentation or until all monitoring/audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, HUD, the Comptroller General and ODOC, its agents and designee for inspection and use in carrying out its responsibilities for administration of funds.
- C. The Subrecipient will submit to ODOC documentation of local leverage funds used for the project in such form and at such times as required by ODOC.
- D. The Subrecipient has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly in the procuring of this contract.



17. CLOSING OUT OF CONTRACT

- A. The Subrecipient shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.
- B. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Subrecipient as of the final date of the period funded.
- C. The Subrecipient cannot close out the contract until the project is completed and all monitoring issues have been resolved and approved by ODOC.
- D. The Subrecipient shall submit closeout documents in accordance with ODOC Project Management Guide no later than sixty (60) days after the final date of the period funded or upon completion of the project, whichever comes first.

18. AUDIT, DISALLOWED COSTS

- A. The Subrecipient shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made apart hereof.
- B. The Subrecipient shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.
- C. In the event an audit results in the determination that the Subrecipient has expended contract funds on unallowable costs, the Subrecipient shall reimburse ODOC in full for all such costs.

19. PROGRAM INCOME

The Subrecipient shall account to ODOC for all Program Income resulting from this agreement, as provided in 24 CFR 570.489(e) and any amendments thereto. Disposition of Program Income will be determined by ODOC.

20. INTERPRETATION, REMEDIES

- A. In the event the terms or provisions of this contract are breached by either party or in the event a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§ 250, et seq.
- B. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by the Subrecipient that exists then or occurs later.
- C. This contract shall be construed and interpreted pursuant to Oklahoma law.
- D. The Subgrantee Recipient may appeal any ODOC monitoring finding or ODOC decision by following procedures outlined in Oklahoma Administrative Code, Title 150, Chapter 1, subchapter 11.



21. TERMINATION OR SUSPENSION

- A. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Subrecipient to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules or Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:
- (1) The Subrecipient fails to meet the requirements for Authority to Use Grant Funds within one hundred twenty (120) days after the beginning of the contract period;
 - (2) The Subrecipient fails to commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract;
 - (3) The Subrecipient fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC policies and issuances, or is unduly dilatory in executing its commitments under this contract;
 - (4) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out;
 - (5) The Subrecipient has submitted incorrect or incomplete documentation pertaining to this contract;
 - (6) The Subrecipient is unduly dilatory in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.
- C. In the event of termination or suspension, the Subrecipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subrecipient shall reduce to the minimum possible obligations, prepaid expenses and other costs.
- D. The Subrecipient shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this agreement by the Subrecipient. ODOC may withhold payments due under this agreement pending resolution of the damages.
- E. ODOC reserves the right to cancel, suspend or terminate this contract without notice, in the event the Subrecipient has outstanding issues relating to another contract with ODOC. These issues include but are not limited to:
- (1) Failure to timely submit any required reports;
 - (2) Failure to respond to any communication from ODOC; and
 - (3) Failure to abide by any programmatic or ODOC requirements.



22. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

**Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
And Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.