

**BOROUGH OF ALBURTIS
LEHIGH COUNTY, PENNSYLVANIA**

Ordinance No. 405

(Duly Adopted May 28, 2003)

AN ORDINANCE AUTHORIZING THE BOROUGH OF ALBURTIS TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE COUNTY OF LEHIGH UNDER WHICH THE BOROUGH WILL RECEIVE A COMMUNITY DEVELOPMENT BLOCK GRANT FROM THE COUNTY IN THE AMOUNT OF \$40,705.00 TO UNDERTAKE A SIDEWALK RESTORATION PROJECT TO REPLACE BROKEN AND MISALIGNED SIDEWALKS ALONG BOTH SIDES OF PARK LANE, BETWEEN ROBERTS STREET AND SECOND STREET; AND UNDER WHICH THE BOROUGH WILL UNDERTAKE CERTAIN RESPONSIBILITIES, INCLUDING PROVISIONS FOR PERFORMANCE MONITORING, TIME OF PERFORMANCE, BUDGET, PAYMENT, COMPLIANCE WITH CDBG REGULATIONS, INDEMNIFICATION, WORKERS' COMPENSATION, INSURANCE AND BONDING, GRANTOR RECOGNITION, SUSPENSION AND TERMINATION, DOCUMENTATION AND RECORD-KEEPING, REPORTING AND PAYMENT PROCEDURES, PROCUREMENT POLICIES, CIVIL RIGHTS, AFFIRMATIVE ACTION, LABOR STANDARDS, ASSIGNMENT AND SUBCONTRACTS, CONFLICT OF INTEREST, PROHIBITED ACTIVITIES, UNDUE INFLUENCE, TAXES, AND Y2K COMPLIANCE.

WHEREAS, the County of Lehigh (the "**County**") has applied for and received funds from the United States Government under the Community Development Block Grant Program ("**CDBG**") and has approved a CDBG project for the Borough of Alburdis (the "**Borough**") under which the Borough would undertake a sidewalk restoration project to replace broken and misaligned sidewalks along both sides of Park Lane, between Roberts Street and Second Street (the "**Project**"); and

WHEREAS, the Borough of Alburdis desires to participate in the Project under the terms and conditions set forth in the Inter-Governmental Cooperation Agreement attached to this Ordinance (the "**Agreement**"); and

WHEREAS, intergovernmental cooperation between the Borough and the County is authorized under 53 PA. CONS. STAT. §§ 2301-2316;

NOW, THEREFORE, be it **ORDAINED** and **ENACTED** by the Borough Council of the Borough of Alburtis, Lehigh County, Pennsylvania, as follows:

The Borough of Alburtis shall enter into an Agreement with the County of Lehigh in the form attached to this Ordinance, which is incorporated into this Ordinance by reference, *provided that* the governing body of the County shall also approve the execution of the Agreement. The President (or Vice President) of Borough Council is hereby authorized and directed to execute the Agreement on behalf on the Borough.

DULY ORDAINED and **ENACTED** by the Borough Council of the Borough of Al-
burtis, this 28th day of May, 2003, in lawful session duly assembled.

**BOROUGH COUNCIL
BOROUGH OF ALBURTIS**

Steven R. Hill, President

Attest:

Melanie Hansen, Secretary

AND NOW, this 28th day of May, 2003, the above Ordinance is hereby **APPROVED**.

Russell J. Afflerbach, Mayor

**INTER-GOVERNMENTAL
COOPERATION AGREEMENT**

**Agreement between the County of Lehigh
And
the Borough of Alburdis
For
Sidewalk Restoration**

THIS AGREEMENT, entered this _____ day of _____ 2003 by and between the County of Lehigh (herein called the "Grantee") and the Borough of Alburdis(herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2002 Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

Program Delivery

The Subrecipient will undertake a sidewalk restoration project. The project will provide new sidewalks to 14 low-to-moderate income families. The project will replace broken and misaligned sidewalks along both sides of Park Lane, between Roberts Street and Second Street in the Borough of Alburdis.

B. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of January, 2003 and end on the 6th day of June, 2005. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item: 110400.44157

Amount: \$40,705.00

Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid the Grantee under this Contract shall not exceed \$40,705.00. Drawdowns for the payment of

eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

- B. Payments may be contingent upon certification of the SUBRECIPIENTs financial management system in accordance with the standards specified in OMB Circular A-110, Attachment E.
- C. SUBRECIPIENT explicitly agrees that it will not submit to County any false claim, as defined in the False Claims Act, 31 U.S.C. §3729 et seq.
- D. With respect to any billing, County reserves the right to withhold payment for any portion of any statement in which it asserts that a discrepancy exists, which discrepancy should be corrected by a new statement. In such instances, County may withhold payment only for that portion of the statement with which it disagrees. Further, it shall be the duty of County to notify SUBRECIPIENT of any such disagreements or discrepancy as soon of possible.

V. NOTICES

Communications and details concerning this contract shall be directed to the following contract representatives:

GRANTEE:

Stacy Schlaner
Community Development Specialist
County of Lehigh
Government Center
17 South Seventh Street
Allentown, PA 18101-2400
PHONE (610) 782-3809
FAX (610) 820-8257

SUBRECIPIENT:

Melanie Hansen
Secretary
Borough of Alburdis
260 Franklin Street
PO Box 435
Alburdis, PA 18011
PHONE 610-966-4777
FAX 610-965-5517

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient and its contractors shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

1. The Subrecipient's contractor's shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient's contractor's shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

2. The SUBRECIPIENT shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this contract, insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, the SUBRECIPIENT shall obtain any other insurance coverage as may be required by law.
3. General Liability Insurance

Limits of Liability: \$1,000,000 in the aggregate and per occurrence.

Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).

4. Automobile Liability Insurance

Limit of Liability: \$300,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned and hired vehicles.

SUBRECIPIENT shall ensure that all staff operating said vehicles are licensed drivers and properly insured.

5. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with a rating of at least "A" and which are licensed to do business in the Commonwealth of Pennsylvania. The COUNTY prefers that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the COUNTY at least ten (10) calendar days before work is begun. If the term of this contract coincides with the term of the SUBRECIPIENT'S insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the COUNTY no later than thirty (30) days after the effective date of the policy.
6. Each policy and Certificate of Insurance shall contain: an endorsement naming the COUNTY as Additional Insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the COUNTY in the event coverage is canceled or non-renewed or coverage reduced.
7. If the SUBRECIPIENT desires to self insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the SUBRECIPIENT'S insurance. Any coverage which is self insured shall provide the same coverage, limits and benefits as the coverages listed in this section.
8. If the SUBRECIPIENT fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

9. SUBRECIPIENT shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this contract.
10. Any modification or waiver of the insurance requirements contained in this section shall be set forth in writing signed by both parties.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies provided by law. In the event there is probable cause to believe the Subrecipient is in non-compliance with any applicable rules or regulations, the Grantee may hold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain and forward copies to the Grantee of all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. The SUBRECIPIENT shall administer its program in conformance in OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expandable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials,

equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable OMB Circular A-128.

B. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report semi-annually all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

C. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines Necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at-least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipients shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5,and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient and Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall clause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair an open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities, lobbying, political patronage, and nepotism activities.

IX. COVENANTS, REPRESENTATIONS AND WARRANTIES

A. The COUNTY covenants, represents, and warrants:

1. The person or persons signing on behalf of the COUNTY are duly authorized to do so.
2. That this contract is entered into by the Lehigh County Executive pursuant to her authority under section 402(j) of the Lehigh County Home Rule Charter.
3. That the COUNTY is in compliance with all applicable federal, state and local law especially, but without limitation to all statutes, ordinances, rules, and regulations governing any and all federal and state funding of the contract.

B. The SUBRECIPIENT covenants, represents and warrants:

1. The person or persons signing on behalf of the SUBRECIPIENT are duly authorized to do so.
2. That the SUBRECIPIENT is entering into this contract either in the ordinary course of its business activities or pursuant to a resolution of its Board of Directors (or other governing body) validly called and held. If requested, the resolution, including in it the names and positions of the persons authorized to sign this contract, shall be forwarded to the COUNTY upon the signing of this contract.

3. The SUBRECIPIENT agrees that any violation of applicable laws or regulations by the SUBRECIPIENT may be deemed a breach of this contract by the COUNTY.
4. The SUBRECIPIENT agrees that no employee, board member, or representative of the SUBRECIPIENT, either personally, or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. This applies to consents of fee schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives. The SUBRECIPIENT shall substantially include the language of this Paragraph in each subcontract under this Contract.
5. The SUBRECIPIENT is duly organized, validly existing, and in good standing under the laws of Pennsylvania and the state in which the SUBRECIPIENT is organized as previously noted in the Opening Paragraphs of this Contract.
6. That SUBRECIPIENT as a condition precedent to payment, shall upon request of COUNTY promptly furnish evidence of compliance of any sub-paragraph herein.

X. PAYMENT

Subrecipient agrees that payments are contingent upon the availability of appropriated funds from which payments can be made.

XI. UNDUE INFLUENCE

Subrecipient agrees not to hire Grantee personnel who may exercise or has exercised discretion in the awarding, administration or continuance of this Agreement for up to and including one year following termination of the employee from Grantee service. Failure to abide by this provision shall constitute a breach of this Agreement.

XII. TAXES

- A. Subrecipient certifies, as a condition precedent to the execution of this Agreement, and as an inducement for Grantee to execute same, that it is not "delinquent" on any taxes owed to Grantee. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.
- B. Subrecipient further agrees, as a specific condition of this Agreement, that it shall remain current on all of the taxes it owes to Grantee. Should Subrecipient become delinquent on any taxes it owes to Grantee during the term of this Agreement, Subrecipient may be deemed to be in breach of this Agreement by Grantee and, in addition to any other remedies at law for such breach, Subrecipient hereby specifically agrees and authorizes Grantee to apply funds when due Subrecipient directly to the taxes owed to Grantee until said taxes are paid in full.
- C. In the event Subrecipient becomes delinquent, it hereby authorizes Grantee to make direct payments to the taxing authority in order to bring Subrecipient's county taxes current.

XIII. YEAR 2000 COMPLIANCE

- A. That the Products and/or Services which are the subject of this Agreement ("Products and Services") neither contain nor are affected by time codes, date codes, and/or internal programs that will be impacted by the "Year 2000 Date Change" (as defined below). All current time codes, date codes and/or internal programs contained in or affecting the Products and Services will operate during the term of the Agreement and continue to operate beyond December 31, 1999 ("Year 2000 Date Change") at least at the same level of functionality as would otherwise be provided in the absence of a Year 2000 Date Change (hereinafter "Year 2000 Compliant"); and
- B. That Subrecipient has made a good faith effort to assure that the vendors and suppliers upon whom Subrecipient depends to provide Products and Services to Grantee are Year 2000 Compliant.

XIV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above:

[Grantee]

[Subrecipient]

By: _____
Chief Elected Official or
Executive Officer

By: _____

Attest: _____

Title: _____

Fed. I.D. # _____