

## AGENDA RESERVATION REQUEST

### CITY OF FRANKLIN

#### Board of Works

Please type or print

<b>Date Submitted:</b>	July 1, 2025	<b>Meeting Date:</b>	July 7, 2025
<b>Contact Information:</b>			
<b>Requested by:</b>	Whitney Koelling		
<b>On Behalf of Organization or Individual:</b>		Administrative Resources association (ARa)	
<b>Telephone:</b>	812-376-9949		
<b>Email address:</b>	whitney@aracities.org		
<b>Mailing Address:</b>	748 Franklin Street, Columbus, IN 47201		
<b>Describe Request:</b>			
Approval forms for the Franklin Owner-Occupied Rehabilitation (OOR) will allow homeowners who have completed the income verification process to proceed to the initial home inspection phase. The mayor will sign off on contracts between the homeowner and the general contractor before any work is completed. Invoices and final inspection forms will be sent to BOW for approval. Lynn has approved a copy of the construction contract between homeowners, contractors and the city.			
Contract with ARa for OOR grant administration services.			
<b>List Supporting Documentation Provided:</b>			
Approval Forms F-G (attached)			
Contract for Grant Administration Services (attached)			
<b>Who will present the request?</b>			
<b>Name:</b>	Whitney Koelling	<b>Telephone:</b>	812-376-9949

*The Franklin City Council meets on the 1st and 3rd Monday of each month at 6:00 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday before the meeting.*

**Contract 137-25: Office of Community and Rural Affairs (OCRA)  
Administration of OOR-24-102**

This Agreement to provide grant administration services for Office of Community and Rural Affairs (OCRA) Grant Number OOR-24-102 (“Agreement”), entered into by and between City of Franklin, State of Indiana (the “Client”), and Administrative Resources Associates (“ARA”), as of this 7<sup>th</sup> DAY of July 2025. Client and ARA are referred to herein individually as “Party” and collectively as “Parties”.

WHEREAS, Client wishes to engage ARA to provide grant management services designed to benefit the Client; and

WHEREAS, ARA has the experience and expertise to provide professional services designed to benefit the Client;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties hereto hereby agree as follows:

**1. Term of Agreement.**

(a) Initial Term. The Term of this Agreement (“Initial Term”) shall commence on July 7<sup>th</sup>, 2025, and shall expire on September 30<sup>th</sup>, 2026, unless earlier terminated as provided for herein.

**2. Scope of Services.** ARA proposes to provide a full range of grant management services which, if implemented, should assure the correct, complete and timely administration of OCRA Grant OOR-24-102 in compliance with federal and state laws, rules and regulations.

The services provided are summarized below and follow the most current OCRA grant administration standards. It is the intent of ARA to provide minor, additional administrative and technical assistance as may prove necessary or appropriate as a result of unique characteristics of this program.

(a) Environmental Assessments. ARA will prepare an overall program environmental assessment and individual project level environmental assessments for the Client Program and its participating homeowners. The environmental assessments will comply with 24 CFR 58.5, which outlines minimum requirements for Categorically Excluded Subject To (CEST) projects. These activities include the preparation and submission of the Notice of Intent/Request for Release of Funds (NOI/RRF) and Request for Release of Funds and Certification (RROF/Certification). ARA will work with the Indiana Department of Natural Resources (DNR) and the State Historic Preservation Office (SHPO) to ensure all rehabilitation activities comply with Section 106 requirements as defined in the National Historic Preservation Act (NHPA).

(b) Program Administration. ARA will assist the Client in various aspects of program administration to ensure proper grant compliance and timely project execution.

i. Financial Management. ARA will assist the Clerk Treasurer in establishing a financial management system and project file pursuant to OCRA guidelines, including establishing a Letter of Credit or amending the existing Letter of Credit to include this grant, and assisting the Clerk Treasurer in preparation of requests for payment on the Letter of Credit as needed.

ii. Program Amendments. ARA will assist the community in preparation of program amendments that may from time to time become necessary because of unforeseen circumstances and will assist in the proper filing and processing of such amendments.

iii. Program Monitoring. ARA will assist the community during compliance monitoring activities by OCRA officials to resolve concerns or questions relating to the progress or management of the CDBG program and will prepare related documents in consultation with the Mayor and Clerk Treasurer.

iv. Program Progress Reporting to Funder. ARA will prepare financial and progress reports for the community as required by the grant program, in consultation with the Clerk Treasurer. ARA will advise and represent the community as needed in discussions with the grant funder, Clerk Treasurer, and other officials to resolve concerns or questions relating to the progress or management of the grant funds.

v. Project Close-Out and Final Reporting. Project close out and final reporting includes preparing the required grant close-out documents in consultation with the Clerk Treasurer and managing the grant settlement process. It also includes assisting the community in preparation of required reports until the grant is finally closed out, with a final certification of completion awarded to the community.

vi. Professional Services. ARA will manage the homeowner verification, communications, program underwriting, construction management, and inspection processes for each home in the program. Releasing liens or restrictive covenants after the affordability period expires is not part of regular program administration but is an optional service the Client can include for an additional fee.

vii. Program Participant Selection and Verification. ARA will review applications versus program scoring criteria and identify likely program participants. The Mayor on behalf of the Board of Public Works and Safety will approve the final list of the program participants. ARA will then notify selected participants and assist them with gathering income verification documents required for participation. At program conclusion, Clerk Treasurer will receive the final list of participants and related contact information.

viii. Inspection Processes. ARA, or its chosen contractor, will perform a certified home inspection, environmental testing as needed (ex: lead or radon), and inspect construction work during and after completion. The inspection process will include a sign off by the homeowner.

ix. Program Underwriting. ARA will work with program participants to sign the

necessary legal documents to cement their participation in accordance with program parameters.

x. Construction Management. ARA will ensure that required grant procurement processes are followed and documented. They will establish a valid supplier panel for the grant/job and then ensure work is done in accordance with grant guidelines and meets required inspection standards.

(d) Optional Services

i. Other Additional Services. Pricing for all activities requested to support this grant but not included in the scope of this agreement will be discussed with the Client and a separate addendum can be made regarding those services or activities.

3. **Compensation**. For services paid out of grant funds, the client invoicing will commence following the below schedule after release of funds is achieved. For services paid out of local funds, the client invoicing will commence according to the schedule below.

Compensation for the items in this scope of work are as follows:

Scope of Work Item	Cost	Invoice Timing to Client
(a) Environmental Review	\$5,000 fixed fee	<ul style="list-style-type: none"><li>• \$5,000 becomes payable when Tier One Environmental Review is submitted in eGMS. Payment will happen when Release of Funds is achieved.</li></ul>
(b) Program Administration	\$28,000 fixed fee	<ul style="list-style-type: none"><li>• \$14,000 becomes payable when Grant Administration Services Contract is signed with Client.</li><li>• \$14,000 becomes payable when the final drawdown request is submitted in eGMS</li></ul>
(c) Professional Services	\$43,140 fixed fee	<ul style="list-style-type: none"><li>• \$10,000 will become payable when the Grant Administration Services Contract is signed with Client. Payment will happen when Release of Funds is achieved.</li><li>• \$20,000 becomes payable and due when Release of Funds is achieved.</li></ul>

		<ul style="list-style-type: none"> <li>• \$13,140 due after the final inspection of the last home in the Client OOR program</li> </ul>
(d) Optional Services	<ul style="list-style-type: none"> <li>• Lien and Restrictive Conveyance Releases: \$400 per home</li> <li>• Release of Declaration of Affordability: \$400 per home</li> <li>• Other Additional Services: To be determined based on type and quantity of services needed.</li> </ul>	<ul style="list-style-type: none"> <li>• Lien and Restrictive Conveyance Releases - Client invoiced when release is filed at the Recorder's Office</li> <li>• Release of Declaration of Affordability - Client invoiced when release is filed at Recorder's office</li> <li>• Other additional items – to be determined based on separate agreement</li> </ul>

4. **Amendment.** This Agreement may only be modified or amended in writing, signed by both Parties.
  
5. **Personnel.** ARA represents that it will be responsible for the execution of services under this Contract. All services required hereunder will be performed by ARA or its agent and all individuals engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
 

(a) If the Client needs to participate in various activities outlined the Client will use all good faith efforts to ensure third parties participating on teams or in meeting(s) with ARA have the right representation from his/her group, an appropriate level of urgency, and skills to complete any program related deliverables. If third parties are non-responsive, provide poor quality work or untimely in providing services, ARA shall advise Client and Client will terminate the agreement with the non-responsive third party and provide ARA with a qualified and mutually acceptable replacement party. ARA shall support the process to identify the needed outside team members should the need arise. Unreasonable delays in outside team member participation or poor or unusable work products from them that cause issues with achieving identified ARA deliverables may result in fewer deliverables being achieved, at no expense or at the fault of ARA.
  
6. **Operating Hours.** ARA will provide a Columbus, Indiana based office location with general working hours for meetings from 8:30 am to 4:30 pm EST Monday – Friday with extended hours available upon request but not guaranteed. The ARA holiday schedule is available on ARACities.org and is updated at least annually.

7. **Access to Data.** The Client will ensure timely access to documents that are required to complete the jointly identified work which includes but is not limited to board meeting minutes, approved internal documents, policies, by laws, prior strategies, management reporting, past grant reporting, needs assessments, indicators your organization or system is responsible for generating, and subsequent related details.
8. **Findings Confidential.** Due to the nature of the work involved, all reports, information, data, etc., prepared or assembled by ARA under this Contract are confidential and they shall not be made available to any individual or organization without prior consent of both parties or as required by public access laws or Court Order. Documents may be provided by Client to its professional services provider including legal services, accountants or financial providers.
9. **Compliance with State and Local Law.** ARA shall comply with all applicable laws, ordinances, and codes of the State and Local governments, including the following:

(a) **Disqualification of Contracts Dealing with the Government of Iran:** ARA does hereby certify that it has never and currently does not contract with the government of Iran for such business and services as defined in Ind. Code§ 5-22-16.5-1 et. seq. Furthermore, ARA will take the necessary steps to maintain compliance with this statutory provision throughout the term of this contract. Failure to comply with this section may result in termination of this contract.

(b) **Employment Eligibility Verification Pursuant to Ind. Code 22-5-1.7 et seq.:** ARA hereby affirms under penalties of perjury that it does not knowingly employ or contract with an unauthorized alien. Furthermore, ARA (and/or its utilized Professional Employment Organization) shall enroll in and verify (or has enrolled in and verifies) the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. ARA is not required to participate should the E-Verify program cease to exist. Additionally, ARA is not required to participate if ARA is self-employed and does not employ any employees. ARA shall not retain an employee or contract with a person that ARA subsequently learns is an unauthorized alien. ARA shall require any subcontractors who perform work under this contract to certify to ARA that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Other Party agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

(c) **Non-Discrimination:** ARA represents that it and its subcontractors shall not discriminate against any employee or applicant for employment who is to be employed in the performance of such contract with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, age, or status as veteran. Breach of this covenant may be considered a material breach of the contract.

## **10. Termination.**

(a) Convenience. Client or ARA may terminate this Agreement for convenience by giving the other party at least sixty (60) days' prior written notice specifying the termination date. In such event, Client shall pay ARA any monies due to Manager pursuant to Section 3 of this Agreement for all services completed and costs incurred by ARA up to the effective date of the termination.

(b) Insolvency. Client or ARA may terminate this Agreement upon written notice specifying the termination date if the other party becomes insolvent or unable to pay its debts as they become due or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws of the United State or any similar laws of the United States or any state of the United States. In such event, Client shall be obliged to pay ARA any monies due to ARA pursuant to Section 3 of this Agreement for all services provided by and costs incurred by ARA up to the effective date of the termination.

**11. Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received when delivered by hand or by facsimile (with confirmation by registered or certified mail) or on the third business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof, addressed as set forth below:

If to ARA:                   ARA  
                                  748 Franklin Street  
                                  Columbus, Indiana 47201  
                                  Attention: Tobi Herron

If to the Client:           City of Franklin  
                                  Attention: Mayor's Office  
                                  70 E Monroe Street  
                                  Franklin, IN 46131

The place to which notices are to be sent may be changed by either party by written notice pursuant to this provision.

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## **CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS**

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

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof. In this section of the agreement Contractor is defined as ARA.

### **EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 DATED 9/24/65, AS AMENDED BY EXECUTIVE ORDER 11375 DATED 10/13/67)**

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.



- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant

to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

#### **MINORITY AND WOMEN BUSINESS ENTERPRISE POLICY (INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS)**

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

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

#### **VETERAN OWNED SMALL BUSINESS POLICY (INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS)**

The contractor agrees to ensure that veteran owned business as defined in IC 5-22-14-3.5 or under 38 CFR 74 have the maximum opportunity to participate in the performance of contracts and subcontracts finances in whole or in part with Federal funds provided under this agreement. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 3% goal for participation in the proceeds of this contract.

#### **COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for

training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

#### **TITLE VI CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States

Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

#### **TITLE VIII CIVIL RIGHTS ACT OF 1968 (AS APPLICABLE)**

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

#### **SECTION 109 HOUSING AND URBAN DEVELOPMENT ACT OF 1974**

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

#### **SECTION 504 REHABILITATION ACT OF 1973**

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or

transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

#### **FAIR HOUSING AMENDMENTS ACT OF 1988 (AS APPLICABLE)**

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

#### **AGE DISCRIMINATION ACT OF 1975**

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

## **AMERICANS WITH DISABILITY ACT OF 1990**

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

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

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

## **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS (24 CFR PART 85.42)**

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

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

- a. If any litigation, claim, negotiation, audits or other action is started before the expiration of the five- year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
- b. Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- c. When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

- B. The five-year retention period starts from the date of issuance of a “Certification of Completion” respective to the grant by the Indiana Office of Community and Rural Affairs.
- C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.
- D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.
- E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

#### **CONFLICT OF INTEREST (24 CFR 85.36 AND 24 CFR 570.611)**

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

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

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

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any

contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

### **REMEDIES/SANCTIONS OR BREACH OF CONTRACT TERMS**

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

### **TERMINATION OF CONTRACT FOR CAUSE – 24 CFR 85.43 (ALL CONTRACTS IN EXCESS OF \$10,000)**

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

### **TERMINATION FOR CONVENIENCE – 24 CFR 85.44 (ALL CONTRACTS IN EXCESS OF \$10,000)**

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



## **CHANGES TO CONTRACT**

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

## **CONTRACTOR TO FURNISH NECESSARY PERSONNEL RESOURCES**

- A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.
- B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

## **REPORTS AND INFORMATION**

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

## **RECORDS AND AUDITS**

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

## **COPYRIGHT AND PATENT RIGHTS**

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US

Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

### **COMPLIANCE WITH STATE AND LOCAL LAWS**

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

### **DISCLOSURE REPORTS (HUD REFORM ACT OF 1989 – 24 CFR PART 4.9)**

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

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

### **COMPLIANCE WITH COPELAND "ANTI-KICK BACK" ACT**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti- Kick Back" Act (18 USC 874) as supplemented in US Department of Labor

regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

### **COMPLIANCE WITH DAVIS-BACON ACT**

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

### **COMPLIANCE WITH SECTIONS 102 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

### **COMPLIANCE WITH CLEAN AIR AND WATER ACTS (APPLICABLE TO ALL CONTRACTS OVER \$100,000)**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

### **CONSERVATION**

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

### **DRUG-FREE WORKPLACE REQUIREMENTS**

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

### **BUILD AMERICA BUY AMERICA ACT**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 1700 I), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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**IN WITNESS WHEREOF**, the Client and ARA have executed this Contract as of the date first written above.

City of Franklin, INDIANA

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Administrative Resources association (ARA)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_