

CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF RAPID CITY
AND
MULLIN & LONERGAN ASSOCIATES, INC.

THIS AGREEMENT, entered into as of this ___ day of _____, 2002, by and between the CITY OF RAPID CITY, SOUTH DAKOTA, hereinafter referred to as the "Public Body", and MULLIN & LONERGAN ASSOCIATES, INC., hereinafter referred to as the "Consultant".

WITNESSETH THAT:

WHEREAS, the Public Body is a grantee and recipient of funds under the Community Development Block Grant (CDBG) Program; and

WHEREAS, the Public Body desires to utilize a portion of its CDBG funds for professional advice and assistance in planning and carrying out its CDBG Program; and

WHEREAS, HUD permits the Public Body to use entitlement CDBG funds for planning and executing community development activities; and

WHEREAS, the Public Body desires to engage the Consultant to render certain technical advice and assistance in connection with its CDBG Program.

NOW, THEREFORE, the parties to the contract do mutually agree as follows:

I. SCOPE OF SERVICES

The Consultant agrees to provide those services as described in the attached Exhibit "A" which is part of this Agreement. The services to be provided by the Consultant do not include the preparation of an Analysis of Impediments to Fair Housing.

II. TRAVEL AND ATTENDANCE AT PUBLIC HEARINGS AND MEETINGS

The Consultant agrees to travel to Rapid City for the purpose of attending meetings with staff and elected officials, to participate in public hearings, and to facilitate the consultation process with housing, community development, and economic development agencies and organizations. To the maximum extent feasible, these activities will be concentrated within a three or four day time frame. The travel and meeting schedule will be organized thirty days in advance to allow sufficient time for travel arrangements.

III. DATA TO BE PROVIDED

The Consultant will furnish the Public Body with documents prepared on behalf of the Public Body in hard copy format and/or disk format at the request of the Public Body.

IV. DATA TO BE FURNISHED

The Public Body will furnish or make available to the Consultant HUD correspondence, copies of prior consolidated plans, mapping, a list of agencies and organizations to be included in the consolidated plan consultation process, a copy of the citizen participation plan, local community development related correspondence, housing needs information, performance information, etc., and other information and data as required.

IV. TIME OF PERFORMANCE

The services of the Consultant rendered in connection with the Scope of Services shall commence upon the execution of this contract and shall be completed by July 31, 2003. The schedule for preparation and submission of the consolidated plan to HUD shall be as follows:

FY 2003 CDBG Consolidated Plan Schedule	
Research, analysis, consultation with stakeholders, meeting with elected officials to explain process/obtain input, public needs hearing, prepare draft consolidated plan	January 1, 2003 through March 3, 2003
Public notice of consolidated plan display and final public hearing notice	March 3, 2003
Draft copy of consolidated plan placed on public display	March 21, 2003
Final public hearing on CP	Any time between April 1, 2003 and April 18, 2003
Rapid City Governing Body approval of consolidated plan	Week of April 21, 2003
Submit consolidated plan to HUD	May 15, 2003
FY 2003 Program Year begins	July 1, 2003

V. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that in no event will the total compensation and reimbursement to be paid hereunder for services rendered in conjunction with the Scope of Services exceed the maximum sum of \$27,500.

The Consultant shall be entitled to payments as follows:

- A. For preparation of the Consolidated Plan, the Consultant shall be entitled to a payment of \$27,500 for an annual action plan and a Five Year Plan. Upon submission of a certification of the percentage of work completed, the Consultant shall be entitled to a monthly progress payment.

VI. OTHER TERMS AND CONDITIONS

This Agreement is subject to the General Terms and Conditions, a copy of which is attached hereto.


IN WITNESS WHEREOF, the Public Body and the Consultant have executed this Agreement as of the date first above written.

CITY OF RAPID CITY

ATTEST:

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


 12-4-02

City Solicitor

BY: _____
Signature

Typed Name and Title

ATTEST:



MULLIN & LONERGAN ASSOCIATES,
INC.

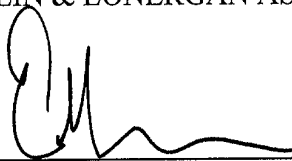

BY: _____
Eric Fulmer, President

Exhibit "A"

SCOPE OF SERVICES CITY OF RAPID CITY

A. Consolidated Plan

The Consultant shall assist the City in planning its Consolidated CDBG, HOME and ESG Program in accordance with HUD standards. Specifically, the following services shall be provided:

1. Lead Agency

The Consultant will identify the lead agency or entity for overseeing the development of the plan. In addition, the major public and private agency responsible for administering CDBG, HOME, and ESG activities will be identified.

2. Consolidated Program Year

The Consultant will advise and assist the City in selecting a consolidated program year that is most advantageous to the City. Consideration will be given to HUD's time frame for submission of the Consolidated Plan (CP) and the City's objective of maximizing expenditures during the selected program year. The Consultant shall assist the City in preparing any formal waiver requests or official notification of adjustments to program years that are required to be submitted to HUD.

3. Consultation

The Consultant will aid the City with public, private and non-profit groups and agencies during the preparation of the CP. Specific consultations shall include assisted housing organizations, the disability community, providers of homeless assistance, providers of assistance to persons with HIV/AIDS, health service organizations, social service organizations, child welfare organizations, and units of local and County government. The Consultant will meet with the local public housing agency to identify public housing needs and identify opportunities for coordination and consistency between Capital Fund Program activities and housing/community development activities being planned by the City, either directly or in conjunction with local agencies and/or nonprofit organizations.

4. Citizen Participation

The Consultant will assist the City in adopting or amending its Citizen Participation Plan to conform with the requirements of 24 CFR 91.105. The Consultant will attend public hearings when requested and meetings during the CP planning process. The Consultant will assist the City in responding to citizen comments on the CP, and will prepare a summary of the comments and the City's response for inclusion in the CP. The CP will include a written explanation of comments not accepted and the reasons why these comments were not accepted. The Consultant will be available to attend meetings with the City to discuss the status of the CP process and to present the CP for consideration by the governing body. The CP will describe the significant aspects of the process by which the plan was developed, including the agencies, groups and organizations that participated in the process. The CP will describe efforts made to broaden public participation in the development of the CP.

5. Preparation of the Consolidated Plan

The Consolidated Plan (CP) shall be prepared by the Consultant in a format prescribed by HUD, including forms and narratives, or in a format jointly agreed upon by HUD and the City.

The Consultant shall have access to and utilize the computer software required by HUD to prepare and submit a CP. The CP shall consist of the following elements.

a. Housing and Homeless Needs Assessment

i. **General** - The CP will describe the City's estimated housing needs and needs for supportive services projected for the next five years. Housing data to be included shall include U. S. Census data, as updated by any properly conducted local study, or any other reliable source of data available. Housing data will also reflect consultations conducted with social service agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services.

ii. **Categories of Persons Affected**

a. The CP will describe the City's need for assistance for extremely low income, very low income, low and moderate income families, for renters and owners, for elderly

persons, for large families, for public housing residents, for families on the public housing and Section 8 waiting list, for persons with HIV/AIDS and their families, and for persons with disabilities. The description of housing needs will also include a discussion of the degree of cost burden and severe cost burden, overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low and moderate income renters and owners compared to the community as a whole.

- b. For any of the categories of households enumerated above in (a)(ii)(a), to the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need will be included. (Disproportionately greater need exists when the percentage of persons in a category of housing need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the category as a whole.)
 - c. If required by HUD, the CP will identify the size and characteristics of the population with HIV/AIDS and their families residing within the metropolitan statistical area.
- iii. **Homeless Needs** - The CP will describe the nature and extent of homelessness, including rural homelessness, within the City. The CP will include an estimate of the special needs of various categories of families and individuals who are homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems). The CP will describe the need for facilities and services for homeless persons and homeless families with children, both sheltered and unsheltered. The CP will also contain a narrative description of the nature and extent of homelessness by racial and ethnic group, to the extent that this information is available to the City.
- iv. **Other Special Needs** - The CP will include an estimate of persons who are not homeless but require supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, and public housing residents.

- v. **Lead-Based Paint Hazards** - The CP will estimate the number of housing units within the City that are occupied by low income or very low income families that contain lead-based paint hazards.
- b. **Housing Market Analysis**
 - i. **General Characteristics** - The CP will describe the significant characteristics of the City's housing market, including such aspects as the supply, demand, condition and cost of housing, the housing available to serve persons with disabilities, and the housing available to serve persons with HIV/AIDS and their families. The CP will identify and describe any areas within the City with concentrations of racial/ethnic minorities and/or low income families.
 - ii. **Public and Assisted Housing**
 - a. The CP will include a description of the organizational relationship between the City and the public housing agency, including a description of how board members or commissioners are appointed to the public housing agency. The CP will describe the relationship between the City and the public housing agency relative to hiring, contracting and procurement. The CP will describe any services performed by the public housing agency that are funded by the City. The CP will also describe the City's review of proposed capital improvements, development activities, demolition activities, and disposition activities carried out by the public housing agency.
 - b. The CP will describe the number of public housing units in the City, the physical condition of these units, the restoration and revitalization needs, results from the Section 504 needs assessment and the housing authority's strategy for improving the management and operation of public housing within the City. The CP will also include the public housing authority's strategy for improving the living environment of extremely low, low and very low income families residing in public housing. The CP will include an evaluation of the Housing Authority's Section 8 waiting list and public housing waiting list. The CP will identify the public housing residential communities in which HUD Capital Fund improvements are expected to be carried out. Activities covered by the CP that are being

coordinated or jointly funded with the public housing Capital Fund Program will be identified by project and referenced to the approved Capital Fund Program. The annual Action Plan of the CP will make reference to the Housing Authority's Capital Fund Annual Action Plan, and the Authority's Annual Agency Plan and Five Year Agency Plan.

- c. The CP will include a description of the number and targeting (income level and type of household served) of units currently assisted by local, state or federally funded programs, and an assessment of whether any such units are expected to be lost from the assisted housing inventory for any reason.

- iii. **Homeless Facilities** - The CP will include a brief inventory of facilities and services that meet the outreach and assessment, services, emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of homeless persons within the City. This will include Continuum of Care Gaps Analysis as prescribed by HUD. The CP will also identify existing facilities and services aimed at the prevention of homelessness.

- iv. **Facilities and Services that Assist Non Homeless Persons in Need of Supportive Housing** - To the extent that information is available, the CP will describe the facilities and services that assist persons who are not homeless, but require supportive housing. The CP will also describe programs ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

- v. **Barriers to Affordable Housing** - The CP will explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing in the City are affected by public policies, including tax policies affecting land and other property, land use controls, zoning ordinances, building codes, fees and charges, growth limits, and policies that affect the return on residential investment.

- vi. **Institutional Structure** - The CP will explain the institutional structure including private industry, nonprofit organizations and public institutions through which the City will carry out its

housing and community development plan, assessing the strengths and gaps in the delivery system.

vii. **Governmental Cooperation** - With respect to the public entities involved, the CP will describe the means of cooperation and cooperation among the State and any units of general local government in the metropolitan area in the development and submission of the City's CP.

viii. **Home Tenant-Based Rental Assistance** - If the City plans to use HOME funds for tenant-based rental assistance for the subpopulations listed in (b)(2)(iv), the CP will include the justification of the need for such assistance.

c. **Strategies, Priorities, Needs and Objectives**

i. **General** - For each of the priority needs identified in the priority needs table prescribed by HUD, the CP will include:

- a. The reasons for the City's choice of priority need, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for addressing the under served needs;
- b. The specific objectives with each objective identifying the key goals in quantitative terms along with numeric and other measurable indicators of progress and a target date for completion; and,
- c. A description of the City's resource allocation geographically within its jurisdiction and among different activities.

ii. **Resources**

a. **Federal Resources**

The CP will describe the expected Federal resources to be available to the City to address the needs identified within the CP.

b. **Other Resources**

The CP will indicate the resources from private and non-Federal public sources that are reasonably expected to be available to the City to address the needs identified in the CP. The CP will include an explanation of how the Federal resources will leverage additional resources, including a description of how matching requirements of HUD programs will be satisfied.

iii. **Affordable Housing**

The CP will include the number of families to whom the City will provide affordable housing. The CP will also include the priority housing needs table prescribed by HUD in the Community 2020 Program. In addition, the City's strategy should cover any other types of affordable housing that would meet the needs identified in the priority needs table. The CP will describe the basis for assigning the relative priority given to a particular group's needs and indicate how the characteristics of the housing market will influence the use of funds made available for rental assistance, production of new units, rehabilitation of old units, or acquisition of existing units.

iv. **Homelessness**

The CP will include the priority homeless needs table prescribed by HUD and a description of the City's strategy for identifying resources to be used for the following:

- a. Helping low income families avoid homelessness;
- b. Reaching out to homeless persons and assessing their individual needs;
- c. Addressing the emergency shelter and transitional housing needs of homeless persons; and,
- d. Helping homeless persons make the transition to permanent housing and independent living.

The CP will describe how the relative priority of each priority homeless need was determined. The CP will also describe any obstacles to meeting underserved needs.

- v. **Non-Housing Community Development Needs Relative to the City's CDBG Program.** The CP will describe the City's priority non-housing community development needs eligible for assistance under HUD's community development programs by CDBG eligibility category, reflecting needs of persons or households, as appropriate, in terms of dollar amounts estimated to meet the priority need for the type of activity, in accordance with the table prescribed by HUD in the Community 2020 Program. The community development plan component of the CP will state the City's long-term and short-term community development objectives. The CP will describe how the public housing Capital Fund Program will be undertaken jointly with CP activities.
- vi. **Barriers to Affordable Housing** - The CP will describe the City's strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing.
- vii. **Public Housing Resident Initiatives** - The CP will describe the Housing Authority's activities to encourage public housing residents to become more involved in management and participate in homeownership.
- viii. **Lead-Based Paint Hazards** - The CP will outline the actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction will be integrated into housing policies and programs.
- ix. **Anti-Poverty Strategy** - The CP will describe the City's goals, programs and policies for reducing the number of poverty level households and how the City's goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs and services for which the City is responsible and the extent to which they will reduce or assist in reducing the number of poverty level families.
- x. **Institutional Structure** - The CP will describe what the City will do to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs.
- xi. **Coordination** - The CP will describe the City's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies. The CP will describe the means of cooperation

and coordination with the State and any units of general local government in the implementation of its strategy, including activities to encourage public housing residents to become more involved in management and participate in homeownership.

- xii. **Monitoring** - The CP will describe standards and procedures that the City will use to monitor its housing and community development projects and ensure long term compliance with program requirements and comprehensive planning requirements.

d. Action Plan

The CP Action Plan will include the following:

- i. Standard Form 424 for all relevant funding programs;
- ii. A description of the activities the City will undertake during the next year to address the priority needs and local objectives identified. This description shall identify the local objectives that will be addressed by the activities that are expected to be undertaken using formula grant funds, other HUD assistance, non-HUD sources of funds, and program income which the City expects to receive during the program year. This will also include an assessment of the City's progress towards achieving the goals and objectives over the five-year period. This information will be presented in a table prescribed by HUD;
- iii. Activities which the City plans to undertake during the next year to address emergency shelter and transitional housing needs of homeless individuals and families, to prevent low income individuals and families with children from becoming homeless, and to help homeless persons make the transition to permanent housing and independent living;
- iv. Actions which the City plans to take during the next year to foster and maintain affordable housing, public housing improvements and resident initiatives, remove barriers to affordable housing, address the needs of the homeless and other special needs groups; evaluate and reduce lead-based paint hazards, reduce the number of households with incomes below the poverty line, develop institutional structure, address obstacles to meeting underserved needs, and enhance coordination between public and private housing and social service agencies.

e. Preparation of maps, using HUD's Community 2020 Program, which locate the City's activities for the fiscal year.

f. Funding sources

The Consolidated Plan will contain the Funding Sources Form as prescribed by the Community 2020 Program.

g. Certifications

The CP will contain the certifications as required at 24 CFR Part 91.

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Contract for Professional Services
Part II - Terms and Conditions

1. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body 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 five 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 Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. **Reports and Information.** The Contractor, at such times and in such forms as the Public Body may require, shall furnish the Public Body 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 in connection therewith, and any other matters covered by this Contract.
4. **Patent Rights.** Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Contractor or its employees in the course of, in connection with, or under the terms of this Contract, the Contractor shall immediately give the Public Body written notice thereof and shall promptly thereafter furnish the Public Body with complete information thereon. The Public Body shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Public Body on all of these matters shall be accepted as final. The Contractor warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

Except as otherwise authorized in writing by the Public Body, the Contractor shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of

the work under this Contract except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the Public Body, the Contractor will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

If the Public Body obtains patent rights pursuant to this article, the Contractor shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright.** No report, 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.
6. **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 the Contract and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds. These records will be made available for audit purposes to the Public Body, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
7. **Retention of Records.** All accounts and records as required under item #6 above shall be retained by the Contractor for three years after the expiration of this Contract unless permission to destroy them is granted by the Public Body.
8. **Clean Air Act and Clean Water Act Compliance.** Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$100,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:
 - a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

- d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

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

9. **Energy Conservation Provisions.** Contractors must recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
10. **Compliance with the Americans with Disabilities Act.** Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the public body and any grantor agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Public Body and any grantor agency as a result of the Contractor's failure to comply with the provisions of the above paragraph.


11. **Changes.** The Public Body may, from time to time, request changes in the scope of the services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Public Body and the Contractor shall be incorporated in written amendments to this Contract.
12. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (wether by assignment or novation), without the prior written consent of the Public Body. Provided, however, that claims for money by the Contractor from the Public Body under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Public Body.
13. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

14. 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 any 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 subawards at all tiers (including subcontracts, subgrants, 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 making 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.

Nov. 26, 2002
Date



Signature of Contractor