

AGREEMENT BETWEEN COUNTY OF CAMDEN
AND
THE CITY OF CAMDEN
FOR PROVISIONS OF CODE BLUE WARMING SHELTERS

AGREEMENT is made as of this 1st day of December, 2020, by and between the County of Camden (hereinafter referred to as the "COUNTY") and The City of Camden, (hereafter referred to as the "CITY").

WHEREAS, the *COUNTY* has been allotted \$170,000.00 from the New Jersey Division of Family Development to be utilized for Code Blue Shelter in designated municipalities in Camden County; and,

WHEREAS, the *COUNTY* has, in conjunction with local social service agencies, and a Comprehensive Emergency Assistance Council, known in Camden County as the Homeless Prevention Network Committee developed a plan to carry out emergency services to the homeless; and,

WHEREAS, the *CITY* has certified that funds received from the State Appropriation for the homeless will be expended in accordance with guidelines established for such purposes; and,

WHEREAS, the *COUNTY* has determined that the *CITY* is qualified and able to coordinate the delivery of the desired emergency services;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the *COUNTY* and *CITY* agree as follows:

The *CITY* agrees that services provided pursuant to this Agreement shall be provided in accordance with all applicable federal, state and local statutes, rules and regulations.

1. SERVICES. The *CITY* shall provide the following services attached hereto as

Appendix "B" and hereby made part of this Agreement by reference.

In performing its obligations under this agreement, the *CITY* shall:

- a. Establish and maintain appropriate accounting procedures which permit the *COUNTY* to determine and evaluate the use of the money distributed.
- b. Distribute goods and/or funds in the amounts as recommended by the Comprehensive Emergency Services Council as listed in Appendices A, B, and C attached hereto. Any remaining amount not specifically appropriated by the *CITY* in accordance to this agreement shall be held in reserve by the *CITY* for disbursement as may become necessary and pursuant to the express written concurrence with the *COUNTY*.
- c. Monitor the acquisition of the necessary goods and the performance of services.
- d. Attachments A, B and Appendices A, B, C, D are hereby incorporated into this agreement and become a part hereof.
- e. If required, *CITY* has necessary licenses and credentials to provide services and will provide a copy of the same if requested.

2. EVALUATION. The *CITY* shall submit reports to the *COUNTY* and Division of Family Development detailing the utilization of the monies hereunder in a form set out in Appendix C monthly. A final expenditure report shall be submitted on or before April 16, 2021. The *CITY* shall permit the *COUNTY* to make visits to the site where the specified services are being provided for the purposes of assuring *CITY* compliance with the terms of this agreement.

3. PAYMENT. The *COUNTY* shall pay to the *CITY* an amount not to exceed

\$ 155,000.00 in the following manner: Payments based upon reporting.

Level of service reports must be submitted even if total contract amount is expended. In no event shall this sum be used for expenses other than those listed in Appendices A, B, and C. It is understood by the parties that said amount is the total amount to be appropriated for this agreement. In no event may said amount be increased during the term of this agreement except as may permitted by the Local Public Contracts Law and following formal approval by the Camden County Board of Commissioners.

Payment under this agreement shall be monthly on the basis of work actually performed during that period and after submission by the CITY to the *COUNTY* of a separate expenditure report. Said expenditure reports shall be completed in detail, accompanied by an invoice which shall be submitted with a signed voucher before payment is tendered, and mailed and/or hand delivered to the Division of Community Development, Court House, 12th Floor, 520 Market Street, Camden, NJ 08102 **no later than fifteen (15) days after the end of each month.** All reports must have support documentation of all expenditures reported. CITY shall include guests sign-in sheets for each Code Blue Shelter for each Code Blue Emergency declared by the County Health Officer.

AGENCY'S who are required to utilize the Homeless Management Information System (HMIS) must print out quarterly information and submit it with the level of service report with each quarterly expenditure report submitted to the *COUNTY*.

The CITY shall be compensated at the rate provided in accordance with the "Program Budget".

4. TERM. This Agreement shall commence on December 1, 2020 and terminate upon the receipt by the *COUNTY* of a satisfactory final expenditure report. However, the funding for all obligations must be encumbered by the *CITY* on or before March 31, 2021. Any funds not spent by March 31, 2021 shall be held in the *CITY'S interest* bearing, FDIC insured account and returned to the *COUNTY* with the final expenditure report on March 31, 2021. In the event that the *CITY* fails to adequately perform its obligations under this agreement, the *COUNTY* may terminate this agreement upon ten days written notice to the *CITY*, upon receipt of notice of termination, the *CITY* shall promptly discontinue all services affected unless otherwise directed by the *COUNTY*. The *COUNTY* shall not be liable for funding any services continued by the *CITY* after the effective date of termination.

5. REALLOCATION. Any allocation of funds contrary to that set out in Appendix B may only be made with the express written consent of the *COUNTY* and the New Jersey Division of Family Development and the Camden County Board of Commissioners.

6. PURCHASING. Any and all purchases of goods and /or services relating to the emergency services program made by the *CITY* may only be used for the purposes stated in Guidelines of the New Jersey Division of Family Development and by regulations pertinent thereto. The *CITY* shall make all purchases pursuant to a validly executed contract. Such contracts are subject to the approval of the *COUNTY*. The funds distributed hereunder may be used to meet approved contractual obligations for goods and services incurred in anticipation of this agreement in accordance with the provisions and purposes of the New Jersey Division of Family Development and applicable regulations.

7. AUDIT.

The Contractor shall permit the County and/or its independent auditors to have

access, at a reasonable time and place, to the records and financial statements necessary to comply with the following audit requirements as applicable:

Type of Contractor	Audit Requirements
Non-Profits and Institutions of Higher Education	State Funds- N.J.O.M.B. Circular Letter 15-08 Federal Funds- OMB's Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards
State and Local Governments	State Funds- N.J.O.M.B. Circular Letter 15-08 Federal Funds OMB's Uniform Assistance Requirements Cost Principles, and Audit Requirements for Federal Awards
For-Profit	County's requirement of access as detailed above.

Copies of the above-referenced circulars are available upon request from the Camden County Internal Auditor.

All non-profits, institutions of higher education, and state and local government contractors shall, annually, forward a copy of their Single Audit Report to the Camden County Internal Auditor, 9th Floor – Court House, 520 Market Street, Camden, New Jersey 08102-1375. Failure to comply with this procedure will result in the withholding of payment

pursuant to this contract.

8. ACCOUNTING RECORDS.

a. In the event that the CITY ceases, voluntarily or involuntarily, doing business, the CITY shall immediately transfer to the COUNTY originals and/or true copies of all records generated under this Agreement.

b. The CITY shall provide the COUNTY with a line item budget indicating all salary and operational expenses. The budget shall be in a form acceptable to the COUNTY to meet its record keeping requirements. Salaries shall be itemized individually, with an indication of the salary paid for each job title and the number of persons in each title specified.

c. The CITY shall maintain billing records to substantiate all charges by the CITY pursuant to all services provided under this Agreement. Such records shall include receipts of funds from the COUNTY, and time, attendance, and/or other various applicable records, which shall be certified by the appropriate supervisory personnel. These records shall be made available upon the COUNTY'S request to auditors of any government or private audit firm required or contracted to perform audits. The CITY understands that if satisfactory accounting records are not maintained, monies received by the CITY shall be refunded to the County from non-grant sources.

d. The CITY and any subcontractors and/or any other parties providing services in the name of the CITY, shall maintain full and complete books and records of accounts in accordance with accepted accounting practices, and such other records as may be prescribed

by the county; state, and/or federal agencies. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the county, state and/or federal agencies duly designated representative(s). Such period of access and retention of records shall be extended until any and all claims, appeals, litigation, or disputes arising under this Agreement have been terminated or otherwise satisfactorily completed.

e. Payment for services rendered shall be based on allowable expenditures as determined by the COUNTY. Total payments shall not exceed the maximum amount as specified in this Agreement. Any and all proposed modifications to the original budget shall be submitted solely by the authorized CITY representative. All payments authorized under this Agreement shall be subject to revision on the basis of an audit, or modified as set forth in the Audit Section of this Agreement, or on the basis of any monitoring or evaluation of the Agreement as ordered by the COUNTY.

f. Under no circumstances shall the CITY impose fees or charges of any kind upon the participants.

9. INDEMNIFICATION. The CITY shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Camden and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

10. INSURANCE. The CITY shall obtain and maintain at its own expense during the term of this Agreement, or any renewal thereof, a comprehensive general liability policy including professional liability, insuring the CITY, against any and all claims for bodily injury or death and property damage resulting from performance of services by the CITY it employees, students, staff and agents under this Agreement. Such policy shall protect the CITY against claims arising from the professional services performed by the CITY, its employees, students, staff and agents with limits of not less than \$1,000,000. with respect to injury or death to any one person and not less than \$3,000,000. in the aggregate. Should the CITY provide for coverage through self-insurance, such program may be in the form of a self-insurance trust fund and shall provide not less than \$1,000,000. for injury or death to one individual and not less than \$3,000,000. in the aggregate. The CITY, upon request, shall furnish the COUNTY with evidence that it has complied with the above requirements for liability coverage.

The CITY agrees to reimburse the COUNTY for any damages or costs incurred by the COUNTY, including costs of defense, reasonable legal fees, as well as the cost of any settlement or judgment resulting from the CITY'S negligence or intentional acts or omissions in connection with the program which is the subject matter of this Agreement.

The COUNTY agrees to reimburse the CITY for any damage or costs incurred by the CITY, including costs of defense, reasonable legal fees, as well as the cost of any settlement or judgment resulting from the COUNTY'S negligence or intentional acts or omissions in connection with the program which is the subject matter of this agreement.

11. CERTIFICATION REGARDING DEBARMENT. The CITY shall cause its contractors to complete the Certification Regarding the Debarment, Suspension, Ineligibility and

Voluntary Exclusions - Lower Tier Covered Transactions attached hereto as Attachment B. A copy of said Certification shall be attached to this agreement.

12. ADHERENCE TO LAW. The *CITY* shall perform its obligations hereunder in accordance with federal, state and local laws and all applicable regulations.

13. NON-COMPLIANCE. The *CITY* recognizes and understands that upon failure to comply with any of the provisions herein, the *COUNTY* may demand, and the *CITY* shall return any unexpended funds.

14. REDUCTION OR TERMINATION DUE TO FISCAL CONSTRAINTS.
Anything to the contrary in this Agreement notwithstanding, the parties recognize and agree that the *COUNTY'S* ability to honor the terms and conditions of the Agreement is contingent upon receipt of state funds and appropriations of the State legislature. If during the term of this Agreement, therefore, the State government reduces its allocation to the *COUNTY*, the *COUNTY* reserves the right, upon written notice to the *CITY*, to reduce or terminate the Agreement. Upon receipt of notice of termination, the *CITY* shall promptly discontinue all services affected unless directed otherwise by the *COUNTY*.

THE PARTIES TO THIS AGREEMENT UNDERSTAND AND AGREE THAT FUNDING FOR THIS AGREEMENT HAS BEEN PROMISED BY THE STATE TO THE *COUNTY* FOR THE PERIOD OF DECEMBER 1, 2020 THROUGH MARCH 31, 2021. FUNDING OF THIS AGREEMENT FOR THE PERIOD COMMENCING DECEMBER 17, 2020 THROUGH MARCH 31, 2021 IS CONTINGENT UPON RECEIPT OF SUFFICIENT FUNDS BY THE COUNTY FROM THE STATE FOR THIS PURPOSE. IN THE EVENT THAT SUFFICIENT FUNDING IS NOT PROVIDED BY THE STATE, THIS AGREEMENT WILL BE REDUCED OR TERMINATED AS DESCRIBED HEREIN.

15. SEVERABILITY. If any provision herein is or becomes invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

16. AFFIRMATIVE ACTION. The parties to this Agreement agree to incorporate the Affirmative Action language contained in Appendix D attached hereto and hereby made a part of this Agreement by reference.

17. EMPLOYMENT GOAL COMPLIANCE.

a. The CITY agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section N.J.A.C. 17:27-5-2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5-2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

b. The CITY agrees to require its contractors to inform in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

c. The CITY agrees to require its contractors to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

d. The CITY agrees to require its contractors to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

18. NONDISCRIMINATION. The parties of this agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and 10:5-40, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made part of this agreement and are binding upon them.

19. DELETED

20. DELETED

21. NO AUTHORITY TO BIND DONOR. CITY has no authority to enter into contracts or agreements on behalf of the NJ Department of Human Services, Division of Family Development ("Donor"). The parties are independent contracting entities only, and no relationship of principal and agent, master and servant, partnership, joint venture, attorney-in-fact, or teaming arrangement is intended by this Agreement.
22. ASSIGNMENT. Neither party hereto may assign, either wholly or in part, any of its rights or obligations under this Agreement.
23. WAIVER. The failure to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of those provisions.
24. DISPUTE RESOLUTION. Any disputes or questions that may arise between the parties as to interpretation of the terms of this Agreement or the satisfactory performance by any of the parties of the services and other responsibilities provided for in this Agreement shall be submitted to mediation or non-binding arbitration prior to being submitted to a court for adjudication.
25. MODIFICATION. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
26. APPLICABLE LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed wholly within the State of New Jersey. Any dispute between the parties, which is not resolved by mediation or non-binding arbitration, shall be venued in the Superior Court of New Jersey, Camden County.

27. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

28. CAPTIONS AND HEADINGS. The captions in this Agreement are inserted for convenience or reference only and in no way, define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

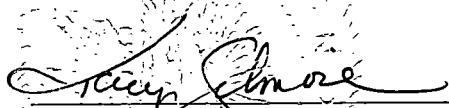
29. NOTICES. Unless specified otherwise, all notices, reports and any other correspondence made or required to be made to the *COUNTY* are to be sent to Camden County Division of Community Development, 520 Market Street, Court House, 12th Floor, Camden, New Jersey 08102.

30. ENTIRE AGREEMENT: This Agreement embodies and constitutes the entire understanding between the parties and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed on the date first above written.

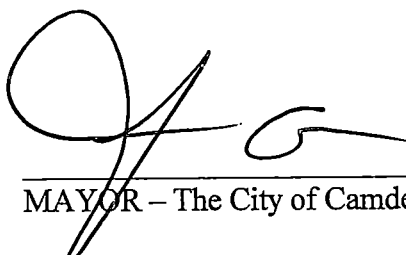
ATTEST:

COUNTY OF CAMDEN


Karyn Gimmore
CLERK OF THE BOARD
CAMDEN COUNTY BOARD OF
COMMISSIONERS


Ross G. Angilella
COUNTY ADMINISTRATOR


CLERK – The City of Camden
(Affix Corporate Seal)


MAYOR – The City of Camden

Authorized by MC 7812
Reviewed and approved as to form

By: 
Michelle Banks-Spearman
City Attorney

APPENDIX A
RECIPIENT ORGANIZATION CERTIFICATION
[NOT APPLICABLE]

APPENDIX B

SCOPE OF SERVICES

CODE BLUE WARMING SHELTERS

12/1/2020 – 3/31/2021

THE CITY OF CAMDEN

The City of Camden shall provide directly or through subcontracts warming shelters when Code Blue Emergencies have been declared by the Camden County Health Officer following P.L.2017, Chapter 68.

The City of Camden and/or its subcontract(s)

1. The City must report all sub-contracts to the County including sub-contract contact information.
2. Must collaborate with the Code Blue Network in planning. Communicate capacity during a Code Blue Emergency.
3. Must provide inside space for homeless individuals that is heated and offers restroom facilities.
4. Must follow current Governor's COVID orders as it relates to capacity and spacing issues. Must also follow all PPE requirements.
5. Must provide adequate staffing (paid or unpaid) to safely oversee the guests.
6. Must provide access to communication tools so staff can contact police and/or other shelters when the need arises.
7. Must maintain a sign-in sheet for guests at each location during each emergency. The sign-in sheets must minimally request guests' name and current permanent or previous mailing address.

The reimbursed rate per site, per Code Blue Emergency will not exceed \$1,000 per night per vendor.

APPENDIX C

City of Camden

Financial Budget/Report

2020/ 2021 Code Blue Warming Shelter / DFD

(12/1/20-3/31/21)

Report Period:

Date: _____

Inv # _____

Budget**Category****Awarded
Amount****Reported
Amount****YTD****Balance**Code Blue
Shelter

\$155,000.00

Total**\$155,000**Numbers of Code
Blue Nights in
Report Period

PREPARED

BY

Phone
Number

and email

APPENDIX D

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment

agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to

it under any other provisions of this agreement or otherwise at law.

INSTRUCTIONS FOR CERTIFICATION

(ATTACHMENT B)

1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the County may pursue available remedies, including suspension and/ or debarment.
3. The contracting firm shall provide immediate written notice to the County of at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the County for assistance in obtaining a copy of those regulations.
5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction", without modification, in all subcontracts to this agreement as authorized by the County.

ATTACHMENT B

**CERTIFICATION REGARDING THE DEBARMENT,
SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION- LOWER TIER
COVERED TRANSACTIONS**

I am _____ of the firm of _____,
(State your title) (State the name of your organization)

(State the address of your organization)

CHOOSE ONE OF THE FOLLOWING

- () A. I hereby certify on behalf of _____
(State the name of your organization)
that neither it nor its principals are debarred, suspended, proposed for
debarment, declared ineligible, or voluntarily excluded from participation
in this transaction by any federal department or agency.
- () B. I am unable to certify to any of the statements set forth in this certification.
I have attached an explanation to this form.

(Signature)

(Type Name & Title)

(Date)