

AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND SOUTH SHORE CLEAN CITIES, INC., FOR THE PROVISION OF PROFESSIONAL EDUCATION AND TRAINING SERVICES SERVICES JULY 1, 2021 –DECEMBER 31, 2022

WHEREAS, the Commission submitted a request to fund a Congestion Mitigation and Air Quality air quality education program targeting the general public and fleet operators; and

WHEREAS, the request specifically included South Shore Clean Cities as the sub-grantee to conduct education, outreach, and training to vehicle fleet operators within Lake, Porter, and LaPorte Counties; and

WHEREAS, the project was found eligible by the CMAQ Eligibility Committee; and

WHEREAS, the Commission has determined that public education in the form of training about the project and its air quality benefits would be highly beneficial; and

WHEREAS, Contractor has represented that it possesses the capability and expertise to provide these services in a timely manner; and

WHEREAS, the total dollars allocated for this Public Private Partnership activity within the Current Unified Planning Work Program Air Quality Public Education Work Plan are \$450,000 of which \$360,000 is federal funding to be allocated as follows: NIRPC \$11,700 and SSCC \$438,300. South Shore Clean Cities will be reimbursed 80% of their allocated total not to exceed \$350,640;

WHEREAS, the entire Air Quality Public Education project has been included in and approved by the Commission in the TIP;

NOW, THEREFORE, IT IS HEREBY AGREED AND UNDERSTOOD that the parties to this Agreement do mutually agree as follows:

1. **Scope of Work:** South Shore Clean Cities shall perform the services and provide the products to the satisfaction of the Commission as described in the scope of work (Attachment A to this Agreement) which is hereby made a part of this Agreement. The Commission requires prior approval of the procurement and use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.
2. **Schedule:** All work described in Attachment A shall be conducted within the time frame beginning July 1, 2021 and shall be completed in total no later than December 31, 2022.
3. **Compensation:** The maximum total amount, which may be paid to the Contractor for services performed in conjunction with this Agreement, is not to exceed **\$350,640** with contractor to document payment of an additional **\$87,660** toward activities in Attachment A. Total of **\$438,300 In documented services must be performed to receive the full reimbursement of \$350,640.**
4. **Payment Provisions:** The Commission shall reimburse the Contractor for services rendered in Attachment A upon submission and review by the Commission of claim

vouchers for work accomplished during designated period on a quarterly basis in accordance with the following procedures:

- (A) The Contractor shall submit invoices with progress reports to the Commission no less than quarterly and no more than monthly.
 - (B) The Contractor shall attach supporting documentation of time charges and copies of receipts for all other types of charges to its invoice. The Contractor shall attach copies of invoices with similar supporting documentation from pre-approved Subcontractors utilized in conjunction with this Agreement.
 - (C) NIRPC shall reimburse the Contractor 80% of total eligible documented expenses supporting the agreed upon scope of work. The remaining 20% shall remain the responsibility of South Shore Clean Cities as non-federal reimbursable match of the federal grant.
5. The Invoice shall be accompanied by a documentation of activities included in the Activity Report Summary portion of the invoice for which reimbursement is being claimed. Quarterly/Monthly Invoices are due on the dates specified in Attachment A. Failure to resolve questions or concerns may result in delay of payment processing. The Contractor may be required to provide documentation of Non-Federally reimbursed expenses included as match similar to reimbursed expense.
- (A) Following its approval of the invoice and related materials submitted by the Contractor, the Commission shall invoice the Indiana Department of Transportation for payment. Payment to the contractor will be made within 10 days of receipt of federal funds from the state.
 - (B) All invoices with supporting documentation shall be mailed or emailed to:

Marisol Manley,(mmanley@nirpc.org)
Accounts Payable
Northwestern Indiana Regional Planning Commission
6100 Southport Road
Portage, IN 46368
6. Modifications: This agreement shall not be modified except in writing, signed by both parties to this agreement. The parties agree that the Commission may modify ATTACHMENT A – SCOPE OF SERVICES by adding, deleting, or modifying tasks, subtasks, and schedules or the content or quantity of products to be produced by the Contractor to the extent that such modifications have no upward or downward adjustment in the total cost of this agreement. Any adjustment in total cost for the services described in this agreement shall be negotiated between the Commission and the Contractor, shall be in writing, signed by both parties, and appended to this agreement.
7. Independent Contractor: Nothing in this agreement shall be construed as creating an employer/employee relationship between the Commission and the Contractor. The Contractor understands and agrees that any and all tax liability that might be assessed on fees paid by the Commission to the Contractor is its sole responsibility.
8. Insurance: The Contractor agrees to maintain comprehensive insurance including, but not limited to, Federal, State, or Local employers' liability, workers' compensation, social security unemployment compensation, comprehensive general liability insurance and

automobile liability insurance with respect to its own employees in amounts customarily maintained in its industry and agrees that any liability arising out of the services rendered hereunder shall not be limited to the Contractor insurance coverage.

9. Indemnity: The Contractor shall defend, indemnify, protect and hold harmless the Commission, its officers, directors, employees, and independent contractors from any and all liability occasioned wholly or in part by any negligent act, failure to exercise the care customary in the profession, or errors or omission of the Contractor; including liability resulting from willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, quotation, reproduction, delivery, use, performance, or disposition of data furnished by the Contractor, its independent contractors, agents or employees; including any and all expenses, legal or otherwise, incurred by the Commission in defense of any claim or suit arising out of services provided under this agreement.
10. Delays: The Contractor shall perform its services with due diligence upon receipt of a written notice to proceed from the Commission. Neither party shall be responsible for delays nor failure in performance due to causes beyond the reasonable control of either party. The Contractor will notify the Commission immediately of any event that will delay deliverables and provide the Commission with a written notice thereof specifying the reasons for the delay and actions planned to compensate for the delay in performance. The Commission will not unreasonably withhold an extension to the term of this agreement.
11. Termination: This agreement may be terminated, in whole, or in part, if the Commission shall determine that such termination is in its best interests. Upon receipt of written notice of termination from the Commission, thirty (30) days thereafter, the Contractor shall discontinue performance and refrain from incurring further costs unless otherwise directed; and within thirty (30) days deliver to the Commission all data, graphics, summaries, reports, and other information and materials the Contractor has accumulated in the performance of services under the agreement, whether completed or in process.

If termination is for convenience, the Contractor shall be compensated for all services performed and reasonable costs incurred up to the effective date of termination subject to the elements of *Compensation* and *Terms of Payment* reference in other sections of this agreement.

12. Access to records: The Contractor hereby agrees to submit to the Commission, such annual or special financial and operating reports as the Commission may reasonably request. The Contractor also agrees to make available for the inspection, by any duly authorized agent of the Commission, any records, documents, leases, operation and use agreements and other instruments which affect the Operator and are pertinent to the project funded, in part, through this Agreement.

The Contractor also agrees to permit the Commission, the Indiana State Board of Accounts, U.S. Secretary of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor pertaining to the project funded, in part, through this Agreement.

13. Covenant Against Contingent Fees: The Contractor warrants that it has not:

- Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this agreement, other than a bona fide employee of the firm;
 - Agreed, as an expressed or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
 - Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.
14. Successors and Assigns: This agreement shall be binding upon the Contractor and the Commission, their successors and assigns. The Contractor shall not assign, subcontract, transfer, or otherwise dispose of any interest in this agreement without the prior written approval of the Commission.
15. Confidentiality and Data Rights: The Contractor agrees to treat as confidential all proprietary or confidential information provided by the Commission and not divulge such information to their parties, or the Contractor's employees except on a "need to know" basis.
16. Severability: Should any provision of this agreement at any time, be in conflict with any statute, administrative ruling, or regulation, or be unenforceable for any reason, then the provision shall continue in effect only to the extent that it remains valid. If any provision of this agreement becomes unenforceable, the remaining provisions of this agreement shall nevertheless remain in full force and effect.
17. Waiver and Interpretation: The failure of the Commission or the Contractor to insist upon strict adherence to any term of this agreement at any time shall not be considered a waiver. Any waiver of any term of this agreement must be in writing and signed by both parties. The Commission's determination as to the true meaning and intent of any ambiguities in the agreement shall be final and conclusive.
18. Civil Rights: The Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age 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, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
19. No Federal Obligations to Third Parties: Absent the federal government's express written consent, the federal government shall not be subject to any obligations or liabilities to any sub-recipient, third party contractor, or any other person not a party to the grant agreement in connection with the performance of activities for the project. Notwithstanding, any concurrence provided by the federal government in or approval of any solicitation, sub-agreement, or third-party contract, the federal government continues to have no obligation or liabilities to any party, including the sub-recipient and third-party contractor.

20. Applicability of federal requirements: The Contractor agrees that it will abide by and fulfill all requirements of the federal government that are applicable to this agreement.
21. Authorized Representatives: The Commission's authorized, administrative representative for these services is Ms. Talaya Jones, Chief Financial Officer. The authorized technical project manager is Ms. Katherine Luther, Chief of Staff and Environmental Director.

All notices required or permitted under this agreement shall be in writing and shall be deemed sufficiently served by first class mail addressed:

TO:

Northwestern Indiana Regional
Planning Commission
6100 Southport Road
Portage, Indiana 46368
(219) 763-6060
kluther@nirpc.org

TO:

South Shore Clean Cities, Inc.
10115 Ravenwood, Dr. Suite B
St. John, IN 46373
(219)-644-3690
clisek@southshorecleancities.org

22. Applicable Law: This agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
23. Entire Agreement: This agreement and all attachments hereto, together with any documents incorporated by reference, constitute the entire agreement between the parties. The Contractor hereby certifies that it shall comply with all provisions of this agreement. This agreement supersedes all other written or verbal agreements between the Commission and the Contractor with respect to the matters covered herein.

IN WITNESS WHEREOF, the duly authorized officers of the respective parties hereto have executed the Agreement as of this _____ day of _____, 2021.

SOUTH SHORE CLEAN CITIES, INC.

**NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION**

BY: _____

BY: _____

Carl Lisek, Executive Director

Tyson Warner, Executive Director

ATTEST:

Kathy Luther, Chief of Staff

ATTACHMENT A – SCOPE OF WORK 2020
July 1, 2021 –December 31, 2022
South Shore Clean Cities Air Quality Public Education and Outreach Program

The Northwestern Indiana Regional Planning Commission (NIRPC) is contracting with South Shore Clean Cities, Inc. (Contractor) to implement aspects of the Northwest Indiana Air Quality Public Education and Outreach program focusing on diesel vehicles and fleets.

The NIRPC and SSCC relationship represents a public-private partnership project, which is an eligible activity under CMAQ. NIRPC has included the fleet education, outreach, and training activities performed by SSCC in the 2021-2022 UPWP. The Contractor has an established relationship with many private and public sector vehicle fleet operators in Northwest Indiana. They have successfully participated in a competitive CMAQ grant application process, and this activity of the partnership has been found eligible and approved by state and federal agencies responsible for these funds.

Contractual Responsibilities:

The Region brand and education and outreach campaign is focused specifically on coordination/leverage of area resources and efforts to raise awareness of the importance of air quality forecasts, provide education on the effects of pollutants including ozone and particulate matter and encourage voluntary actions to reduce air pollution from transportation sources and promote moving toward cleaner air.

NWI Air Quality Public Education and Outreach

- Media and marketing campaigns, advertising, “It All Adds Up to Cleaner Air, “Region Man” (Examples could include: print, billboards, radio, social media, etc., paid advertising) and social media campaigns, Green Fleet Radio, and management of regional air quality website.
- Partner with Solid Waste Management Districts and/or Cities to continue gas can exchange program in cooperation with household hazardous waste collections. Procurement and purchase of gas cans for these exchanges.

Partners for Clean Air Support

1. Act as liaison between NIRPC and NWI Partners for Clean Air
2. Manage Partners for Clean Air Facebook page and Social Media.
3. Assist Partners for Clean Air with event planning, marketing and communications

NWI Green Fleets:

Public and Private Fleets, School and Transit, Port, Freight/Logistics/EV Readiness

1. Green Fleets provides opportunities for training, one-on-one technical support and grant readiness, for many varieties of professional fleet operators in Northwest Indiana. The program also includes peer learning events, webinars, and recognition programs. South Shore Clean Cities will continue to operate the NWI Green Fleets Program including special targeting focus on:

- a. Provide individualized fleet emission assessments and emission reduction planning for up to 50 fleets.
- b. Implement transformational local projects that reduce diesel on-road, non-road emissions
- c. Work with transit and community operators to reduce emissions from their fleets.
- d. Provide a series of workshops/Webinars and training related to clean air, clean fuels and emission reduction technology.
- e. Report on Green Fleets at the Technical Planning Committee, Environmental Management and Policy Committee, Transit Operators Roundtable, Full Commission, Legislative Committee or other NIRPC committees as needed
- f. Operate annual Green Fleets Award and recognition program
- g. Initiate local opportunities for EV Readiness within Lake, Porter, and LaPorte Counties. This will include but not be limited to: Workplace Charging, grow overall support of electric, work with state entities in implementation of projects and opportunities

The **Port of Indiana-Burns Harbor** is an essential transportation hub in the Region, yet is largely out of sight and therefore out of mind for residents and leaders alike. This program aims to work with the Port of Indiana-Burns Harbor and its clients as well as other related industrial partners intermodal facilities such as Buffington Harbor to:

- a. Create and implement idle/emission reduction programs.
- b. Conduct workshops on truck marshalling, including demonstrations on technologies and sustainable fuels that reduce emissions and operating costs
- c. Investigate and share best practices for last mile technologies for the goods movement sector
- d. Consider partnership with Indiana Dunes National Lakeshore and/or Indiana Dunes Learning Center for promoting clean air at the Port of Indiana-Burns Harbor with programs supporting same for trucks traveling in and out of the Port & through key sections of Indiana Dunes National Lakeshore.
- e. Green Drayage- work with local steel haulers, freight and logistics organizations to reduce emissions from drayage vehicles.

Contract Deliverables:

Task deliverables:

- Increase knowledge and perception change of air quality among Northwest Indiana residents, leaders, decision makers and businesses.
- Competitive Procurement and purchase of approximately 1000 gas cans for exchange
- 50 diesel fleet emission and vehicle inventories. (SSCC)
- NWI Clean Air Website (SSCC)
- 4 Targeted Audience Workshops (SSCC)
- Presence at a minimum of 5 regional events (SSCC)
- Increased social media metrics (SSCC)

SFY 2022 Data Reporting and Deliverables Plan

Key Deliverables	Due Date	Description
<i>Provide data for U.S. Department of Energy Annual Survey</i>	<i>March 2022/Data approved by DOE 5/22</i>	<i>Solicit input from Lake, Porter, and LaPorte Stakeholders on vehicle counts and Petroleum reduction efforts for SSCC Annual Survey. This information will be shared with NIRPC</i>
<i>Update Partners Website</i>	<i>Monthly -12 times (Minimum)</i>	<i>New events, new grants etc.</i>
<i>Newsletter</i>	<i>Monthly-12 times</i>	<i>Updates on emission reduction & regional projects</i>
<i>Alt Fuel Price Report</i>	<i>4 times annually</i>	<i>Provide price updates on All alternative fuels in NWI</i>
<i>Operators Roundtable</i>	<i>4 times -Minimum</i>	<i>Verbal Green Fleets Program Updates at Operators Roundtable</i>
<i>SSCC Radio Show</i>	<i>Minimum of 24 shows Annually</i>	<i>Green Radio Network –Lake Shore Public Radio</i>
<i>Fleet Operator Contacts</i>	<i>Dec 31, 2021 July 10, 2022</i>	<i>Comprehensive list of contacts operating municipal and private fleets in NWI. Focus on Diesel equipment.</i>
<i>Annual NWI Clean Air Report to TPC and/or EMPC</i>	<i>July 8th, 2022</i>	<i>Final report and final invoice will be submitted for period ending 6/30/22.</i>
<i>Gas Can Exchange</i>	<i>May 2022</i>	<i>Supply gas cans for at least one exchange per county.</i>

Contractual Period: July 1, 2021 through Dec 30, 2022

ATTACHMENT B

NON-COLLUSION AFFIDAVIT

The undersigned Proposer, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person from Proposing not to induce anyone to refrain from Proposing, and that this Proposal is made without reference to any other Proposal and without any agreement, understanding or combination with any other person in reference to such Proposing. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

South Shore Clean Cities, Inc.

Proposer

By: Carl Lisek, Executive Director

Date

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING

49 CFR Part 20 - Appendix A

Certification For Contracts, Grants, Loans, And Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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.

Signature of Contractor's Authorized Official

Carl Lisek, Executive Director, South Shore Clean Cities, Inc.

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT D

CERTIFICATION OF COMPLIANCE WITH GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PROVISIONS – LOWER TIER COVERED TRANSACTIONS

In regard to 49 CFR Part 29 and Executive Order 12549

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in accordance with the following instructions:

1. 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 prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," 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 [49 CFR Part 29]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that should the proposed 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, unless authorized in writing by NIRPC.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

Pursuant to the above instructions:

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Contractor's Authorized Official

Carl Lisek, Executive Director, South Shore Clean Cities, Inc.
Name and Title of Contractor's Authorized Official

Date

ATTACHMENT E
EMPLOYMENT ELIGIBILITY VERIFICATION

South Shore Clean Cities, Inc. affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

South Shore Clean Cities, Inc. shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. South Shore Clean Cities, Inc. is not required to participate should the Federal E-Verify program cease to exist. South Shore Clean Cities, Inc. shall not knowingly employ or contract with an unauthorized alien. South Shore Clean Cities, Inc. shall not retain an employee or contract with a person that South Shore Clean Cities, Inc. subsequently learns is an unauthorized alien.

South Shore Clean Cities, Inc. shall require its subcontractors, who perform work under this contract, to certify to NIRPC that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. South Shore Clean Cities, Inc. agrees to maintain this certification throughout the duration of the term of this agreement with the NIRPC and during the term of any subsequent contract with a subcontractor performing work under this agreement.

The NIRPC may terminate for default if South Shore Clean Cities, Inc. fails to cure a breach of this provision no later than thirty (30) days after being notified by the NIRPC.

South Shore Clean Cities, Inc.

Signed: _____

Printed Name: Carl Lisek_____

Title: Executive Director_____

Date: _____

ATTACHMENT F

CERTIFICATION IN NO INVESTMENT IN IRAN

As required by IC 5-22-16.5, South Shore Clean Cities, Inc. certified that the it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as imposition of a civil penalty.

South Shore Clean Cities, Inc.

Signed: _____

Printed Name: Carl Lisek_____

Title: Executive Director_____

Date: _____