

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*  
**August 3, 2015**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** – July 21, 2015 and Executive Session
- III. EXAMINATION OF CLAIMS** –July 31, 2015 for \$297,608.06
- IV. EXAMINATION OF PAYROLL REGISTERS**–July 24, 2015 for \$28,353.81
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. CTP Report
- IV. NEW BUSINESS –**
  - A. RESOLUTION 15-34:** Approval of Social Service Funding Agreement for Community Kitchen
  - B. RESOLUTION 15-35:** Approval of Social Service Funding Agreement for Hoosier Hills Food Bank
  - C. RESOLUTION 15-36:** Approval of Social Service Funding Agreement for Monroe County United Ministries
  - D. RESOLUTION 15-37:** Approval of Social Service Funding Agreement for Boys & Girls Club
  - E. RESOLUTION 15-38:** Approval of Social Service Funding Agreement for Mother Hubbard’s Cupboard
  - F. RESOLUTION 15-39:** Approval of Social Service Funding Agreement for Middle Way House
  - G. RESOLUTION 15-50:** Approval of Project Review and Approval Form regarding Film and Audio Improvements at the Buskirk-Chumley Theater
  - H. RESOLUTION 15-51:** Approval of Physical Improvement Funding Agreement for Bloomington Housing Authority.
  - I. RESOLUTION 15-52:** Approval of Physical Improvement Funding Agreement for Boys & Girls Club
  - J. RESOLUTION 15-53:** Approval of Physical Improvement Funding Agreement for Life Designs
  - K. RESOLUTION 15-54:** Approval of Physical Improvement Funding Agreement for Middle Way House
  - L. RESOLUTION 15-55:** Approval of Physical Improvement Funding Agreement for Parks & Recreation
  - M. RESOLUTION 15-56:** Approval of Physical Improvement Funding Agreement for Stone Belt Arc

**VII. BUSINESS/GENERAL DISCUSSION**

**VIII. ADJOURNMENT**

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA***  
**MET on Monday, July 21, 2015 at 5:00 p.m. in the Showers City Hall, McCloskey Conference**  
**Room, 401 North Morton Street, with David Walter presiding**

**I. ROLL CALL**

Commissioners Present: David Walter, Elizabeth Kehoe, John West, Katie Birge, and Sue Sgambelluri

Commissioners Absent: Kelly Smith

Staff Present: Lisa Abbott, Director; Marilyn Patterson, Assistant Director; Christina Finley, Housing Specialist

Other(s) Present: Danise Alano-Martin, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Dave Williams, Parks and Recreation Operations and Development Director; Greg Small, Assistant City Attorney; Herald-Times representative; Mick Renneisen, Parks and Recreation Director

**II. READING OF THE MINUTES** – The minutes listed David Walter as David West. Katie Birge made a motion to accept the July 13, 2015 minutes with the name correction. Sue Sgambelluri seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** – John West made a motion to approve the claim register for July 17, 2015 for \$13,988.07. Katie Birge seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Katie Birge made a motion to approve the payroll register for July 10, 2015 for \$28,353.80. Sue Sgambelluri seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND STAFF**

- A.** CTP Report. A Certified Technology Park update report was distributed to the commission members. The report included attached letters from Bruce Carter Associates; the environmental consultants for the EPA grant. The 12 acres was broken into 5 separate areas for assessment purposes. Bruce Carter Associates did Phase I and Phase II ESAs on the 5 areas as well as supplemental investigations. The letters provide recommendations for steps toward remediation planning for each of the 5 areas. This is a letter we could provide to future buyers to inform their redevelopment efforts.

John West asked if the City plans to pay for remediation of any properties. Danise Alano-Martin stated it would be a point of negotiation.

Danise Alano-Martin stated we continue with the right-of-way vacation and the subdivision efforts west of Rogers Street. She reported working with the Controller's Office to procure land surveying and plat services. We continue to work on the bigger RFP for an outcome that satisfies our Master Plan vision.

Elizabeth Kehoe asked if there are any new developments with the 10<sup>th</sup> Street project. Danise Alano-Martin stated she and Tom Micuda, Planning and Transportation Director,

and Phil Peden, Utilities Engineer, recently had a conference call with our consultants to plan a final utility coordination meeting in August 2015.

## **VI. OLD BUSINESS –**

- A.** Request for increase of funds for Owner Occupied Rehab at 909 West 9th Street. Marilyn Patterson stated on May 9, 2014 the Redevelopment Commission approved Resolution 14-19 to increase the budget to do a substantial owner-occupied rehabilitation at 909 West 9<sup>th</sup> Street. The amount of the project was estimated to be \$62,783. After construction was started, the contractor discovered that a previous owner had placed an entire roofing structure over an old roofing structure. This type of installation is not permitted by the Building Code. The contractor is not able to replace the roof for the amount that he bid because of the unknown condition. The roofing structure will need to be entirely removed and replaced. HAND is requesting an additional \$2,750 to finish this project bringing the total project cost to \$65,553.

Katie Birge made a motion to increase the budget for 909 West 9<sup>th</sup> Street by \$2,750. John West seconded the motion. The board unanimously approved.

## **VII. NEW BUSINESS**

- A. RESOLUTION 15-45:** Approval of purchase order regarding HVAC at the Buskirk-Chumley Theater. Dave Williams stated the Redevelopment Commission approved the project review and approval form on July 13, 2015. We have since that time received quotes and solicited four maintenance companies for the new HVAC system. Two were non responsive. The second low bid was from Commercial Services at 15,900 and the low bid is from Harrel Fish, Inc. for \$12,395.

John West asked how this works with our contract with BCT Management. Thomas Cameron explained the RDC approved Resolution 14-42 which authorizes the expenditure of up to \$74,000 for responsibilities that fall under the BCTM contract. The HVAC controls are the City's responsibility under that contract therefore, it is outside the agreement and does not count toward the \$74,000 cap.

John West stated this request if made from the TIF bond but he would argue that is not the intended use of the bond money. He asked why we are not using TIF revenue funds. Thomas Cameron explained it is a capital item which makes it a permissible use of the bond funds. He stated we can use TIF revenue if the Commission prefers. John West prefers the TIF revenue fund be used instead of TIF bond funds.

John West made a motion to change the funding source from TIF bond funds to TIF revenue funds. Elizabeth Kehoe seconded the motion. The board unanimously approved.

John West made a motion to approve Resolution 15-45 with the fund amendment. Katie Birge seconded the motion. The board unanimously approved.

- B. RESOLUTION 15-46:** Approval of payment to Monroe/Owen Appraisal, Inc for the appraisal at 1724 S. Walnut Street. Thomas Cameron stated this is a request from the Parks and Recreation Department to pay for one of the two appraisals which, is required to go forward and make an offer on the Wee Willies property at 1724 South Walnut Street. The appraisal has already been completed and received. This is just a request to pay for the appraisal. Parks and Recreation paid for the second appraisal; they are not seeking any

reimbursement. The funds will come from the TIF bond however; the resolution has the incorrect fund number. Lisa Abbott will correct the fund number.

Sue Sgambelluri made a motion to approve Resolution 15-46 with the correction of the fund number to come from the TIF bond. Katie Birge seconded the motion. The board unanimously approved.

- C. RESOLUTION 15-47:** Thomas Cameron asked to add Resolution 15-47 to the agenda. A copy of the Resolution was distributed to the Commission. This is an offer to purchase 1724 South Walnut Street; the Wee Willies property. David Walter stated this authorizes Parks and Recreation to pursue acquisition of the property and sets the initial offer at \$427,500. This offer is the average of the two appraisals already obtained.

John West asked what the appraisals for the property included. Greg Small, City Legal explained we received two appraisals. First Appraisal conducted the first appraisal which included an income and comparables approach. Monroe Shine conducted the second appraisal and was based on comparables and not income. The average of the two appraisals is the maximum amount the Redevelopment Commission can offer for purchase of the property at this time. The Redevelopment Commission can give staff the authority to continue negotiation if the first offer is not accepted. However, any proposed counter offer will come back to the Redevelopment Commission for approval.

Sue Sgambelluri asked if there is any reason to offer less than the \$427,500. Greg Small stated one appraisal was considerably lower than the other and the \$427,500 is already less than the seller is probably expecting.

Sue Sgambelluri made a motion to approve Resolution 15-47. Elizabeth Kehoe seconded the motion. The board unanimously approved.

## **VIII. BUSINESS/GENERAL DISCUSSION**

Lisa Abbott stated she received a Notice of Public Hearing from the City of Bloomington Plan Commission. The public hearing will be held at 5:30 p.m. on August 10, 2015, in the Nat U. Hill III Meeting Room of the Monroe County Court House. The petition is to for the purpose of site plan approval to allow the construction of a 6,240 sq. ft. new building for a brewery. The property is located at 350 W. 11<sup>th</sup> Street; the Redevelopment Commission is an adjacent property owner.

Thomas Cameron distributed a memorandum to the commissioners regarding uses of Tax Increment.

## **IX. ADJOURNMENT**

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

July 21, 2015

Executive Session

The Redevelopment Commission of the City of Bloomington, Indiana met on Tuesday, July 21, 2015 at 4:30 p.m. in the Showers City Hall, Law Library, Suite 220, 401 North Morton Street.

Commissioners Present: David Walter, Sue Sgambelluri, Elizabeth Kehoe and Katie Birge.

Commissioners Absent: John West, Kelly Smith

Staff Present: Lisa Abbott, Director and Christina Finley, Housing Specialist

Others Present: Thomas Cameron, Assistant City Attorney; Dave Williams, Parks and Recreation Operations and Development Director; Mick Renneisen, Parks and Recreation Director

The Commission discussed information in accordance with:

**Ind. Code § 5-14-1.5-6.1(b)(2)(D):** The purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.



**MARK KRUZAN  
MAYOR**

CITY OF BLOOMINGTON

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Post Office Box 100  
Bloomington IN 47402

**JEFFREY H. UNDERWOOD, CPA  
CONTROLLER**

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## Claims Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Claims Register

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City staff, Department Heads and I have reviewed the Claims listed in the Claims Register covering the time period from 7-21-15 to 7-31-15. In signing below, I am expressing my opinion that based on that review; these claims have complied with the City's internal claims approval process, including the submission of documentation and the necessary signatures and internal approvals.

*Jeffrey H. Underwood*

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Jeffrey H. Underwood, CPA  
Controller

In consultation with Lisa Abbott, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 7-21-15 to 7-31-15 with respect to claims to be paid from Tax Increment. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment.

*Thomas D. Cameron*

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Thomas D. Cameron  
Assistant City Attorney



# Board of Redevelopment Claim Register

Invoice Date Range 07/21/15 - 07/31/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 101 - General Fund</b>											
<b>Department 15 - HAND</b>											
<b>Program 150500 - Housing</b>											
<b>Account 53910 - Dues and Subscriptions</b>											
259 - Indiana Association Of Cities & Towns	Dues15'-Abbott	15-2015-20156 Dues-L. Abbott	Paid by Check # 61028		07/21/2015	07/21/2015	07/31/2015		07/31/2015	125.00	
								<b>Account 53910 - Dues and Subscriptions Totals</b>		<b>Invoice Transactions 1</b>	<b>\$125.00</b>
<b>Account 53960 - Grants</b>											
686 - Habitat For Humanity of Monroe County, INC	Flatbed Truck	15-JHSSF for Habitat for Humanity -flatbed 2003	Paid by EFT # 8283		07/21/2015	07/21/2015	07/31/2015		07/31/2015	12,340.00	
12129 - Stepping Stones, INC	Payroll628-71115	15-JHSSF-payroll 6/28-7/11/15	Paid by EFT # 8376		07/21/2015	07/21/2015	07/31/2015		07/31/2015	4,102.97	
								<b>Account 53960 - Grants Totals</b>		<b>Invoice Transactions 2</b>	<b>\$16,442.97</b>
								<b>Program 150500 - Housing Totals</b>		<b>Invoice Transactions 3</b>	<b>\$16,567.97</b>
<b>Program 151000 - Neighborhood</b>											
<b>Account 52110 - Office Supplies</b>											
5103 - Staples Contract & Commercial, INC	3270080987	15-General Neighborhood Office	Paid by EFT # 8375		07/21/2015	07/21/2015	07/31/2015		07/31/2015	41.99	
								<b>Account 52110 - Office Supplies Totals</b>		<b>Invoice Transactions 1</b>	<b>\$41.99</b>
<b>Account 53960 - Grants</b>											
205 - City Of Bloomington	C15-092-Applicat	15-application for sign permit-Spicewood	Paid by Check # 61013		07/21/2015	07/21/2015	07/31/2015		07/31/2015	375.00	
								<b>Account 53960 - Grants Totals</b>		<b>Invoice Transactions 1</b>	<b>\$375.00</b>
								<b>Program 151000 - Neighborhood Totals</b>		<b>Invoice Transactions 2</b>	<b>\$416.99</b>
<b>Program 151600 - Title 16</b>											
<b>Account 53320 - Advertising</b>											
323 - Hoosier Times, INC	1754039-Title 16	15-Title 16 Advertising for BHQA AD	Paid by EFT # 8294		07/21/2015	07/21/2015	07/31/2015		07/31/2015	46.28	
								<b>Account 53320 - Advertising Totals</b>		<b>Invoice Transactions 1</b>	<b>\$46.28</b>
								<b>Program 151600 - Title 16 Totals</b>		<b>Invoice Transactions 1</b>	<b>\$46.28</b>
								<b>Department 15 - HAND Totals</b>		<b>Invoice Transactions 6</b>	<b>\$17,031.24</b>
								<b>Fund 101 - General Fund Totals</b>		<b>Invoice Transactions 6</b>	<b>\$17,031.24</b>
<b>Fund 250 - CDBG</b>											
<b>Department 15 - HAND</b>											
<b>Program 150000 - Main</b>											
<b>Account 53320 - Advertising</b>											
323 - Hoosier Times, INC	1754039-CDBG	15-CDBG Advertising for release of funds	Paid by EFT # 71		07/21/2015	07/21/2015	07/31/2015		07/31/2015	58.06	
								<b>Account 53320 - Advertising Totals</b>		<b>Invoice Transactions 1</b>	<b>\$58.06</b>
<b>Account 53990 - Other Services and Charges</b>											
872 - Dave O'Mara Contractor INC	Rockport-App 9	15-CDBG Rockport Road-payment app #9	Paid by EFT # 70		07/21/2015	07/21/2015	07/31/2015		07/31/2015	139,981.17	
								<b>Account 53990 - Other Services and Charges Totals</b>		<b>Invoice Transactions 1</b>	<b>\$139,981.17</b>
								<b>Program 150000 - Main Totals</b>		<b>Invoice Transactions 2</b>	<b>\$140,039.23</b>
								<b>Department 15 - HAND Totals</b>		<b>Invoice Transactions 2</b>	<b>\$140,039.23</b>
								<b>Fund 250 - CDBG Totals</b>		<b>Invoice Transactions 2</b>	<b>\$140,039.23</b>

Fund 254 - HOME  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 47030 - Principal Repayments  
 813 - Us Treasury

15-TBRA	15-Double Pymnt to Bloomington Housing	Paid by EFT # 49	07/21/2015	07/21/2015	07/21/2015	07/21/2015	7,694.00
<b>Account 47030 - Principal Repayments Totals</b>						Invoice Transactions 1	<u>7,694.00</u>

Account 53320 - Advertising  
 323 - Hoosier Times, INC

1754039-HOME	15-HOME Advertising for release of funds	Paid by EFT # 48	07/21/2015	07/21/2015	07/31/2015	07/31/2015	55.22
<b>Account 53320 - Advertising Totals</b>						Invoice Transactions 1	<u>55.22</u>

Account 53990 - Other Services and Charges

4483 - City Lawn Corporation	10053	15-HOME-mowing 6/22- 2105 Susie Street	Paid by Check # 5410	07/21/2015	07/21/2015	07/31/2015	07/31/2015	25.00
4483 - City Lawn Corporation	10052	15-HOME-mowing 6/22- Lots 1 & 2-Evergreen	Paid by Check # 5410	07/21/2015	07/21/2015	07/31/2015	07/31/2015	30.00
618 - Coffman Roofing / Construction Inc.	4053	15-HOME OOR for Decastro-3202 N.	Paid by Check # 5411	07/21/2015	07/21/2015	07/31/2015	07/31/2015	11,450.00
<b>Account 53990 - Other Services and Charges Totals</b>						Invoice Transactions 3	<u>\$11,505.00</u>	
<b>Program 150000 - Main Totals</b>						Invoice Transactions 5	<u>\$19,254.22</u>	
<b>Department 15 - HAND Totals</b>						Invoice Transactions 5	<u>\$19,254.22</u>	
<b>Fund 254 - HOME Totals</b>						Invoice Transactions 5	<u>\$19,254.22</u>	

Fund 256 - Special Grants  
 Department 15 - HAND  
 Program 150002 - Housing Counseling  
 Account 53990 - Other Services and Charges  
 4098 - Equifax Information Services, LLC

9215551	15-Housing Counseling - Credit Services	Paid by EFT # 8266	07/21/2015	07/21/2015	07/31/2015	07/31/2015	35.88
<b>Account 53990 - Other Services and Charges Totals</b>						Invoice Transactions 1	<u>\$35.88</u>
<b>Program 150002 - Housing Counseling Totals</b>						Invoice Transactions 1	<u>\$35.88</u>

Program 150009 - 2002 Shelter Plus Care  
 Account 53990 - Other Services and Charges  
 421 - Centerstone Of Indiana, INC

July2015Rents	15-Shelter Plus Care Grant-July 2015 rents	Paid by EFT # 8245	07/21/2015	07/21/2015	07/31/2015	07/31/2015	2,970.00
<b>Account 53990 - Other Services and Charges Totals</b>						Invoice Transactions 1	<u>\$2,970.00</u>
<b>Program 150009 - 2002 Shelter Plus Care Totals</b>						Invoice Transactions 1	<u>\$2,970.00</u>
<b>Department 15 - HAND Totals</b>						Invoice Transactions 2	<u>\$3,005.88</u>
<b>Fund 256 - Special Grants Totals</b>						Invoice Transactions 2	<u>\$3,005.88</u>

Fund 444 - RDC  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 53990 - Other Services and Charges

4483 - City Lawn Corporation	9892	15-CTP Maint-mowing 6/1,6/10,6/17,6/26-11th	Paid by Check # 61012	07/21/2015	07/21/2015	07/31/2015	07/31/2015	400.00
4483 - City Lawn Corporation	9889	15-CTP Maint-mowing 6/1,6/10,6/17,6/26-600	Paid by Check # 61012	07/21/2015	07/21/2015	07/31/2015	07/31/2015	400.00
4483 - City Lawn Corporation	9890	15-CTP Maint-mowing 6/1, 6/10, 6/26-601 N	Paid by Check # 61012	07/21/2015	07/21/2015	07/31/2015	07/31/2015	75.00
53005 - Menards, INC	98214	15-CTP Maint-silt fence- fence along 11th Street-	Paid by Check # 61037	07/21/2015	07/21/2015	07/31/2015	07/31/2015	29.99
<b>Account 53990 - Other Services and Charges Totals</b>						Invoice Transactions 4	<u>\$904.99</u>	
<b>Program 150000 - Main Totals</b>						Invoice Transactions 4	<u>\$904.99</u>	
<b>Department 15 - HAND Totals</b>						Invoice Transactions 4	<u>\$904.99</u>	
<b>Fund 444 - RDC Totals</b>						Invoice Transactions 4	<u>\$904.99</u>	

Fund 445 - TIF - Adams  
 Department 15 - HAND

Program 150000 - Main  
 Account 53990 - Other Services and Charges  
 5245 - James Stanger Excavating, INC 86

15-conc walk at Twln	Paid by EFT #	07/21/2015	07/21/2015	07/31/2015	07/31/2015	3,000.00
Lakes-new drive-Res 10-	8309					
15-2nd St Trall-Parcel 8-	Paid by EFT #	07/21/2015	07/21/2015	07/31/2015	07/31/2015	1,200.00
Twln Lakes/Weimer-Res	8327					

Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$4,200.00</u>
Program 150000 - Main Totals	Invoice Transactions 2	<u>\$4,200.00</u>
Department 15 - HAND Totals	Invoice Transactions 2	<u>\$4,200.00</u>
Fund 445 - TIF - Adams Totals	Invoice Transactions 2	<u>\$4,200.00</u>

Fund 448 - TIF - Thomson Walnut Winslow  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 53990 - Other Services and Charges  
 7059 - Eagle Rldge Civil Engineering Services 122-08  
 Lic

15-Black Lumber Trail	Paid by Check	07/21/2015	07/21/2015	07/31/2015	07/31/2015	9,090.00
Design-inv. date 6/19/15	# 61022					

Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$9,090.00</u>
Program 150000 - Main Totals	Invoice Transactions 1	<u>\$9,090.00</u>
Department 15 - HAND Totals	Invoice Transactions 1	<u>\$9,090.00</u>
Fund 448 - TIF - Thomson Walnut Winslow Totals	Invoice Transactions 1	<u>\$9,090.00</u>

Fund 976 - Consolidated TIF Bond Proceeds  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 53990 - Other Services and Charges  
 1125 - Standard and Poor's 10372855

06 - Standard & Poors -	Paid by Check	07/21/2015	07/21/2015	07/31/2015	07/31/2015	28,000.00
Analytical Services	# 61054					

Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$28,000.00</u>
Program 150000 - Main Totals	Invoice Transactions 1	<u>\$28,000.00</u>

Program 159000 - Admin  
 Account 53990 - Other Services and Charges  
 3515 - Bingham Greenebaum Doll LLP 4334359

15-Consolidated TIF	Paid by Check	07/21/2015	07/21/2015	07/31/2015	07/31/2015	75,682.50
Bonds Proceeds	# 61004					

Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$75,682.50</u>
Program 159000 - Admin Totals	Invoice Transactions 1	<u>\$75,682.50</u>
Department 15 - HAND Totals	Invoice Transactions 2	<u>\$103,682.50</u>
Fund 976 - Consolidated TIF Bond Proceeds Totals	Invoice Transactions 2	<u>\$103,682.50</u>
Grand Totals	Invoice Transactions 24	<u>\$297,208.06</u>



REGISTER OF SPECIAL CLAIMS  
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/15/2015	Sp Utility Cks				400.00
7/31/2015	Claims				289,514.06
7/21/2015	US Treasury	Wire	To HUD		7,694.00
					<u>297,608.06</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of ~~claims~~ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 297,608.06

Dated this 27 day of July year of 20 15.

EA Kehoe \_\_\_\_\_

[Signature] \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
7/15/2015	Sp Utility Cks				400.00
7/31/2015	Claims				289,514.06
7/21/2015	US Treasury	Wire	To HUD		7,694.00
					<b>297,608.06</b>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of \_\_\_\_\_ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 297,608.06

Dated this 27 day of JULY year of 2015.

Latherine H. Binge \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

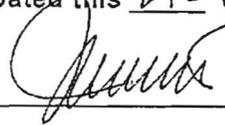
**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/15/2015	Sp Utility Cks				400.00
7/31/2015	Claims				289,514.06
7/21/2015	US Treasury	Wire	To HUD		7,694.00
					<u>297,608.06</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 297,608.06 claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 297,608.06

Dated this 27<sup>th</sup> day of July year of 20 15.

  
 \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



**MARK KRUZAN**  
**MAYOR**

CITY OF BLOOMINGTON

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

**JEFFREY H. UNDERWOOD, CPA**  
**CONTROLLER**

CONTROLLER'S OFFICE

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f 812.349.3456  
controller@bloomington.in.gov

## Payroll Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Payroll Register

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City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 7-6-15 to 7-19-15. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

*Jeffrey H. Underwood*

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Jeffrey H. Underwood, CPA  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/24/15 - 07/24/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Abbott, Lisa P 0782	07/24/2015	3,199.39		.00	407.11	188.98	44.20	97.29	32.28	412.27	2,017.26
			.00	.00	2,948.06	3,048.06	3,048.06	2,948.06	2,948.06		
		\$3,199.39		\$0.00	\$407.11	\$188.98	\$44.20	\$97.29	\$32.28	\$412.27	\$2,017.26
			\$0.00	\$0.00	\$2,948.06	\$3,048.06	\$3,048.06	\$2,948.06	\$2,948.06		
10000 Arnold, Michael L 0051	07/24/2015	1,698.92		.00	190.74	101.19	23.66	52.59	17.45	91.61	1,221.68
			.00	.00	1,632.17	1,632.17	1,632.17	1,632.17	1,632.17		
		\$1,698.92		\$0.00	\$190.74	\$101.19	\$23.66	\$52.59	\$17.45	\$91.61	\$1,221.68
			\$0.00	\$0.00	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17		
10000 Bixler, Daniel R 2594	07/24/2015	1,254.28		.00	120.81	72.29	16.90	37.21	12.35	106.51	888.21
			.00	.00	1,165.99	1,165.99	1,165.99	1,165.99	1,165.99		
		\$1,254.28		\$0.00	\$120.81	\$72.29	\$16.90	\$37.21	\$12.35	\$106.51	\$888.21
			\$0.00	\$0.00	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99		
10000 Finley, Christina L 0187	07/24/2015	1,443.88		.00	142.62	72.39	16.93	36.93	12.68	300.45	861.88
			.00	.00	1,157.56	1,167.56	1,167.56	1,157.56	1,157.56		
		\$1,443.88		\$0.00	\$142.62	\$72.39	\$16.93	\$36.93	\$12.68	\$300.45	\$861.88
			\$0.00	\$0.00	\$1,157.56	\$1,167.56	\$1,167.56	\$1,157.56	\$1,157.56		
307 Franklin, C. Jacob	07/24/2015	1,082.02		.00	123.48	63.85	14.94	33.99	11.28	55.79	778.69
			.00	.00	1,029.96	1,029.96	1,029.96	1,029.96	1,029.96		
		\$1,082.02		\$0.00	\$123.48	\$63.85	\$14.94	\$33.99	\$11.28	\$55.79	\$778.69
			\$0.00	\$0.00	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96		
10000 Hewett, John H 0251	07/24/2015	1,812.17		.00	204.88	99.52	23.27	51.32	17.03	323.53	1,092.62
			.00	.00	1,555.09	1,605.09	1,605.09	1,555.09	1,555.09		
		\$1,812.17		\$0.00	\$204.88	\$99.52	\$23.27	\$51.32	\$17.03	\$323.53	\$1,092.62
			\$0.00	\$0.00	\$1,555.09	\$1,605.09	\$1,605.09	\$1,555.09	\$1,555.09		
10000 Hiestand, Nancy A 0252	07/24/2015	1,847.29		.00	190.20	110.51	25.84	56.28	18.68	71.23	1,374.55
			.00	.00	1,782.43	1,782.43	1,782.43	1,782.43	1,782.43		
		\$1,847.29		\$0.00	\$190.20	\$110.51	\$25.84	\$56.28	\$18.68	\$71.23	\$1,374.55
			\$0.00	\$0.00	\$1,782.43	\$1,782.43	\$1,782.43	\$1,782.43	\$1,782.43		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/24/15 - 07/24/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 McCormick, Maria 3616	07/24/2015	1,404.78		.00	30.79	77.76	18.19	41.38	13.73	166.57	1,056.36
			.00	.00	1,254.06	1,254.06	1,254.06	1,254.06	1,254.06		
		\$1,404.78		\$0.00	\$30.79	\$77.76	\$18.19	\$41.38	\$13.73	\$166.57	\$1,056.36
			\$0.00	\$0.00	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06		
10000 Mosier, Norman P 2962	07/24/2015	1,418.83		.00	173.86	84.68	19.80	45.07	14.96	75.29	1,005.17
			.00	.00	1,365.78	1,365.78	1,365.78	1,365.78	1,365.78		
		\$1,418.83		\$0.00	\$173.86	\$84.68	\$19.80	\$45.07	\$14.96	\$75.29	\$1,005.17
			\$0.00	\$0.00	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78		
689 Niederman, Daniel L	07/24/2015	1,726.16		.00	128.13	91.23	21.34	45.64	15.14	310.64	1,114.04
			.00	.00	1,421.48	1,471.48	1,471.48	1,421.48	1,421.48		
		\$1,726.16		\$0.00	\$128.13	\$91.23	\$21.34	\$45.64	\$15.14	\$310.64	\$1,114.04
			\$0.00	\$0.00	\$1,421.48	\$1,471.48	\$1,471.48	\$1,421.48	\$1,421.48		
10000 Patterson, Marilyn 2071	07/24/2015	2,372.67		.00	360.56	144.33	33.76	71.87	23.85	203.05	1,535.25
			.00	.00	2,177.81	2,327.81	2,327.81	2,177.81	2,177.81		
		\$2,372.67		\$0.00	\$360.56	\$144.33	\$33.76	\$71.87	\$23.85	\$203.05	\$1,535.25
			\$0.00	\$0.00	\$2,177.81	\$2,327.81	\$2,327.81	\$2,177.81	\$2,177.81		
10000 Provine, Vickie J 0394	07/24/2015	1,957.04		.00	279.70	114.97	26.88	61.19	20.31	119.41	1,334.58
			.00	.00	1,854.38	1,854.38	1,854.38	1,854.38	1,854.38		
		\$1,957.04		\$0.00	\$279.70	\$114.97	\$26.88	\$61.19	\$20.31	\$119.41	\$1,334.58
			\$0.00	\$0.00	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38		
10000 Stong, Mary J 0471	07/24/2015	1,458.34		.00	170.79	84.96	19.87	44.40	14.73	179.46	944.13
			.00	.00	1,345.32	1,370.32	1,370.32	1,345.32	1,345.32		
		\$1,458.34		\$0.00	\$170.79	\$84.96	\$19.87	\$44.40	\$14.73	\$179.46	\$944.13
			\$0.00	\$0.00	\$1,345.32	\$1,370.32	\$1,370.32	\$1,345.32	\$1,345.32		
504 Swinney, Matthew P	07/24/2015	1,353.47		.00	126.56	84.20	19.69	43.55	14.45	8.60	1,056.42
			.00	.00	1,358.14	1,358.14	1,358.14	1,358.14	1,358.14		
		\$1,353.47		\$0.00	\$126.56	\$84.20	\$19.69	\$43.55	\$14.45	\$8.60	\$1,056.42
			\$0.00	\$0.00	\$1,358.14	\$1,358.14	\$1,358.14	\$1,358.14	\$1,358.14		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/24/15 - 07/24/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Wills, Dee A 3418	07/24/2015	1,384.02		.00	169.07	83.32	19.49	44.02	14.61	68.97	984.54
			.00	.00	1,333.85	1,343.85	1,343.85	1,333.85	1,333.85		
		\$1,384.02		\$0.00	\$169.07	\$83.32	\$19.49	\$44.02	\$14.61	\$68.97	\$984.54
			\$0.00	\$0.00	\$1,333.85	\$1,343.85	\$1,343.85	\$1,333.85	\$1,333.85		
10000 Woolford, Robert T 0531	07/24/2015	1,879.78		.00	112.53	88.26	20.64	27.18	9.02	1,109.93	512.22
			.00	.00	823.58	1,423.58	1,423.58	823.58	823.58		
		\$1,879.78		\$0.00	\$112.53	\$88.26	\$20.64	\$27.18	\$9.02	\$1,109.93	\$512.22
			\$0.00	\$0.00	\$823.58	\$1,423.58	\$1,423.58	\$823.58	\$823.58		
728 Wright, Edward E	07/24/2015	1,060.77		.00	106.36	56.78	13.27	35.22	.00	155.90	693.24
			.00	.00	915.79	915.79	915.79	915.79	915.79		
		\$1,060.77		\$0.00	\$106.36	\$56.78	\$13.27	\$35.22	\$0.00	\$155.90	\$693.24
			\$0.00	\$0.00	\$915.79	\$915.79	\$915.79	\$915.79	\$915.79		
Department <b>HAND - Housing &amp;</b>		\$28,353.81		\$0.00	\$3,038.19	\$1,619.22	\$378.67	\$825.13	\$262.55	\$3,759.21	\$18,470.84
			\$0.00	\$0.00	\$25,121.45	\$26,116.45	\$26,116.45	\$25,121.45	\$25,121.45		
Grand Totals		\$28,353.81		\$0.00	\$3,038.19	\$1,619.22	\$378.67	\$825.13	\$262.55	\$3,759.21	\$18,470.84
			\$0.00	\$0.00	\$25,121.45	\$26,116.45	\$26,116.45	\$25,121.45	\$25,121.45		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/24/2015	Payroll				28,353.81
					<u>28,353.81</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 28,353.81 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,353.81

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

# Memo

**To:** Redevelopment Commission

**From:** Lisa Abbott, Director

**Date:** July 30, 2015

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We are very happy to welcome Bethany Emenhiser to the HAND staff as a Program Manager. Ms. Emenhiser will run the City's Historic Preservation Program and handle our HUD required Environmental Review process. We are in the process of interviewing for the Assistant Director's position as Marilyn will be retiring at the end of August.

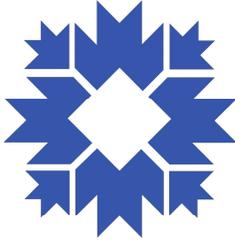
At Monday's meeting you will be approving the Community Development Block Grant funding agreements. The allocations were approved by you at your February 2<sup>nd</sup> meeting. HUD has approved our Consolidated Plan 2015-2019 and our Annual Action Plan for 2015 and we have signed our contracts. We received our Release of Funds on Thursday, July 30<sup>th</sup>. We will be posting our Comprehensive Annual Performance Evaluation Report for FY 2014 for public comment on Tuesday, August 4<sup>th</sup>.

August started in July this year. The students are coming back and we are fielding tons of questions right now. Some of our activities are:

- Compliance officers talking to the newly arrived students about living in neighborhoods and the ordinances that govern trash and other things;
- Updating the Welcome to Bloomington website and brochure for dissemination through the neighborhoods. And, thanks to Elizabeth for advertising it through her means;
- Through our participation on the IU/Community Coalition, provide Culture of Care key tags to property managers to hand out with the keys to their new tenants. The key tag provides contact information for services such as 911, IU Health Center, Safety Escort and the Sexual Assault Crisis Line;
- Working with the Dean of Students Office to do pop-up tents at various locations around town to meet with students to provide them Welcome information; and
- Provide information to students and their parents at Freshman Family Weekend and Parents Weekend this fall.

Upcoming activity:

- Nancy Hiestand's retirement party – July 31<sup>st</sup>
- CAPER due to HUD – August 15<sup>th</sup>
- Marilyn Patterson's retirement party – August 28<sup>th</sup>
- Citizens' Academy starts – September 3<sup>rd</sup>



## MEMORANDUM

**CITY OF BLOOMINGTON**  
economic & sustainable development

**To:** City of Bloomington Redevelopment Commission  
**From:** Danise Alano-Martin, Director  
**Date:** July 31, 2015  
**Re:** Certified Technology Park Update for August 3, 2015 RDC Meeting

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**10<sup>th</sup> Street Realignment/CTP Infrastructure/Branding Project.** A core team of the staff Technical Review team will meet with consultants Wednesday, August 5 to prep for an upcoming coordination follow-up meeting with public and private utilities. That utility coordination meeting is Monday, August 10, 9:30am in the McCloskey Room. The next monthly progress meeting (for the full project) is scheduled for August 12.

Below are versions of the logo for the tech park. We have different versions to accommodate a wide variety of applications. We look forward to describing great places like “The Mill at The Trades District” and so forth. Primary colors for the logo are black and a reddish orange color which connotes the historic bricks prevalent in the buildings in the CTP. We have received the deliverable of all electronic files and Brand Guidelines. Possible options for expressing this within the street/infrastructure project are being explored by the consultant team.

OUTLINED, standard:



NOT OUTLINED, “distressed:”



SOLID:



**Service Garage Roof Repair.** Quotes are due back to our facilities staff Tuesday 8/4. We intend to have a recommended contractor/contract to propose for the 8/18 meeting.

**Lot 6 and Lot 7** (parcels north of the Admin Building): We have been fielding inquiries on these Notices of Offering and anticipate a good response. Bids are due August 14 to the Department, for public reading at the 8/18 RDC meeting. Depending upon the responsiveness of bidders, this will allow us to move forward expeditiously (and in tandem) with the Showers Administration Building project.

We are proceeding with tasks as previously outlined with the **West of Rogers** project and the **December 2014 RFP**.

**15-34  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-15-MC-18-0013 for public service activities, and,

**WHEREAS**, funds for the Free Meals Program, Community Kitchen of Monroe County, Inc. have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Community Kitchen of Monroe County, Inc. for the provision of services for the Free Meals Program is approved for an amount not to exceed Eighteen Thousand and Forty and Zero/One-Hundredths (\$18,040.00) Dollars.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**SOCIAL SERVICE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
COMMUNITY KITCHEN OF MONROE COUNTY, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Community Kitchen of Monroe County Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1515 S. Rogers St, Bloomington, IN 47403 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-15-MC-18-0013 to the Subrecipient; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Free Meals Service Program during CDBG Year 2015-2016 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide free meals to anyone in need, six days per week from two locations
-------------	--

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. Subrecipients will file claims,

as provided by the City of Bloomington, on the City's schedule with complete documentation as outlined below.

**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

- I. Benefit low/moderate income clientele
  - Presumed Benefit-Serve the Homeless.

**C. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	779	9347

Unit of activity would equal one meal for CDBG eligible recipients.

**D. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2015 and end on the 31st day of May, 2016. The last claim for services rendered must be filed before May 14, 2016.

**III. BUDGET**

Line Item:	Amount:
Allocation	\$18,040.00
Per Unit Reimbursement Amount	\$1.93

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Eighteen Thousand and Forty Dollars (\$18,040). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

**V. NOTICES**

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

<b>Grantee:</b>  Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	<b>Subrecipient:</b>  Community Kitchen of Monroe County, Inc. Vicki Pierce, Executive Director P.O. Box 3286 Bloomington, Indiana 47402 Tel: (812) 332-0999 Fax: (812) 332-1937
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers’ Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
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- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
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closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
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**C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ❑ June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- ❑ December, January and February claims must be submitted no later than March 12, 2016.
- ❑ March, April and May claims must be submitted no later than May 14, 2016.

**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontract is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.

- 5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **IX. SEVERABILITY**

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

## **X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

### **B. System for Award Management (SAM)**

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

### **C. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

\_\_\_\_\_  
David Walter, President

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

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

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

Community Kitchen of Monroe County Inc.

\_\_\_\_\_  
Vicki Pierce, Executive Director

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

**15-35  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-15-MC-18-0013 for public service activities, and,

**WHEREAS**, funds for the Food Bank Program, Hoosier Hills Food Bank, Inc. have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Hoosier Hills Food Bank, Inc. for the provision of services for the Food Bank Program is approved for an amount not to exceed Twenty Four Thousand Nine Hundred and Ninety-Nine and Zero/One-Hundredths (\$24,999.00) Dollars.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**SOCIAL SERVICE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**  
**BETWEEN**  
**HOOSIER HILLS FOOD BANK, INC.**  
**AND**  
**HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT**  
**CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Hoosier Hills Food Bank, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2333 W. Industrial Park Dr., Bloomington, IN 47402 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-15-MC-18-0013 to the Subrecipient; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Food Distribution Program during CDBG Year 2015-2016 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Collect, sort, store, and distribute food to community nonprofits
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. Subrecipients will file claims,

as provided by the City of Bloomington, on the City's schedule with complete documentation as outlined below.

**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

- I. Benefit low/moderate income clientele
  - Presumed Benefit-Serve the Homeless.

**C. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	9,057.61 lbs	108,691.30 lbs

Unit of activity would equal one pound of food for CDBG eligible recipients.

**D. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2015 and end on the 31st day of May, 2016. The last claim for services rendered must be filed before May 14, 2016.

**III. BUDGET**

Line Item:	Amount:
Allocation	\$24,999.00
Per Unit Reimbursement Amount	\$.23

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Four Thousand Nine Hundred and Ninety-Nine Dollars (\$24,999). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

**V. NOTICES**

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

<p>Grantee:</p> <p>Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Julio Alonso, Executive Director Hoosier Hills Food Bank, Inc P.O. Box 697 Bloomington, Indiana 47402 Tel: (812) 334-8374 Fax: (812) 334-8377</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers’ Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
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6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
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### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **IX. SEVERABILITY**

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

## **X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

### **B. System for Award Management (SAM)**

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

### **C. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

\_\_\_\_\_  
David Walter, President

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

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

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

Hoosier Hills Food Bank, Inc.

\_\_\_\_\_  
Julio Alonso, Executive Director

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

**15-36  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-15-MC-18-0013 for public service activities, and,

**WHEREAS**, funds for the Childcare Program, Monroe County United Ministries have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Monroe County United Ministries for the provision of services for the Childcare Program is approved for an amount not to exceed Eighteen Thousand and Forty and Zero/One-Hundredths (\$18,040.00) Dollars.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**SOCIAL SERVICE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
MONROE COUNTY UNITED MINISTRIES, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Monroe County United Ministries, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 827 W. 14<sup>th</sup> Street, Bloomington, Indiana 47404 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-15-MC-18-0013 to the Subrecipient; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Affordable Childcare Program during CDBG Year 2015-2016 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide childcare services.
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. Subrecipients will file claims, as provided by the City of Bloomington, on the City’s schedule with complete documentation as outlined below.

**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

Benefit to low/moderate income clientele

**C. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<b>Activity</b>	<b>Units per Month</b>	<b>Total Units/Year</b>
Activity 1	1.65	20

Unit of activity would equal one CDBG eligible child served per month.

**D. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2015 and end on the 31st day of May, 2016. The last claim for services rendered must be filed before May 14, 2016.

**III. BUDGET**

<b>Line Item:</b>	<b>Amount:</b>
Allocation	\$18,040.00
Per Unit Reimbursement Amount	\$910.00/child/month

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed xxxxxx Eighteen Thousand and Forty Dollars (\$18,040). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient’s funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department’s CDBG programs.

**V. NOTICES**

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

<p><b>Grantee:</b></p> <p>Dan Niederman, Program Manager  Housing and Neighborhood Development  City of Bloomington  P.O. Box 100  Bloomington, Indiana 47402  Tel: (812) 349-3401  Fax: (812) 349-3582</p>	<p><b>Subrecipient:</b></p> <p>Erin Predmore, Executive Director  Monroe County United Ministries, Inc.  827 W. 14<sup>th</sup> Street  Bloomington, Indiana 47404  Tel: (812) 339-3429  Fax: (812) 339-2912</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers’ Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. CloseOut. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All

closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

**C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ❑ June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- ❑ December, January and February claims must be submitted no later than March 12, 2016.
- ❑ March, April and May claims must be submitted no later than May 14, 2016.

**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **IX. SEVERABILITY**

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

## **X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

### **B. System for Award Management (SAM)**

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

### **C. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

\_\_\_\_\_  
David Walter, President

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

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

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

Monroe County United Ministries Inc.

\_\_\_\_\_  
Erin Predmore, Executive Director

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

**15-37  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-15-MC-18-0013 for public service activities, and,

**WHEREAS**, funds for the Crestmont Club Program, Boys and Girls Clubs of Bloomington have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Boys and Girls Clubs of Bloomington for the provision of services for the Crestmont Club Program is approved for an amount not to exceed Twenty Four Thousand Nine Hundred and Ninety-nine and Zero/One-Hundredths (\$24,999.00) Dollars.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**SOCIAL SERVICE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**  
**BETWEEN**  
**BOYS AND GIRLS CLUBS OF BLOOMINGTON, INC.**  
**AND**  
**HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT**  
**CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Boys & Girls Clubs of Bloomington, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 311 S. Lincoln Street, Bloomington, Indiana (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-15-MC-18-0013 to the Subrecipient; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Crestmont Boys and Girls Club Program during CDBG Year 2015-2016 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide afterschool youth programming focused on academic success, healthy lifestyles, and character & leadership
-------------	---

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. Subrecipients will file claims,

as provided by the City of Bloomington, on the City's schedule with complete documentation as outlined below.

**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

Benefit to low- and moderate income (LMI) persons.

**C. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	42	508

Unit of activity would equal one CDBG eligible youth served.

**D. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2015 and end on the 31st day of May, 2016. The last claim for services rendered must be filed before May 14, 2016.

**III. BUDGET**

Line Item:	Amount:
Allocation	\$24,999.00
Per Unit Reimbursement Amount	\$49.17/youth/month

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Four Thousand Nine Hundred and Ninety-nine Dollars (\$24,999). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

**V. NOTICES**

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

<p>Grantee:</p> <p>Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Jeff Baldwin, Executive Director Boys &amp; Girls Clubs of Bloomington, Inc. P.O. Box 1716 Bloomington, Indiana 47402 Tel: (812) 332-5311 Fax: (812) 332-9750</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers’ Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
  3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
    - The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
    - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  5. CloseOut. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All

closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

**C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ❑ June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- ❑ December, January and February claims must be submitted no later than March 12, 2016.
- ❑ March, April and May claims must be submitted no later than May 14, 2016.

**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **IX. SEVERABILITY**

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

## **X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

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### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

### **B. System for Award Management (SAM)**

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

### **C. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

\_\_\_\_\_  
David Walter, President

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

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

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

Boys and Girls Clubs of Bloomington, Inc.

\_\_\_\_\_  
Jeff Baldwin, Executive Director

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

**15-38  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-15-MC-18-0013 for public service activities, and,

**WHEREAS**, funds for the Food Pantry Program, Mother Hubbard's Cupboard have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Mother Hubbard's Cupboard for the provision of services for the Food Pantry Program is approved for an amount not to exceed Eighteen Thousand and Forty and Zero/One-Hundredths (\$18,040.00) Dollars.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

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Date

**SOCIAL SERVICE**  
**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**  
**BETWEEN**  
**MOTHER HUBBARD’S CUPBOARD, INC.**  
**AND**  
**HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT**  
**CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Mother Hubbard’s Cupboard, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1100 W. Allen St., Bloomington, Indiana 47403 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-15-MC-18-0013 to the Subrecipient; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Food Pantry Program during CDBG Year 2015-2016 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide food items to persons in need five days per week
Activity #2	Provide information and education on nutrition and wellness

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. Subrecipients will file claims,

as provided by the City of Bloomington, on the City's schedule with complete documentation as outlined below.

**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

- I. Benefit low/moderate income clientele
  - Presumed Benefit-Serve the Homeless.

**C. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1, 2	\$774.91	\$9,298.97

Unit of activity is providing one CDBG eligible person with a visit to the pantry.

**D. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2015 and end on the 31st day of May, 2016. The last claim for services rendered must be filed before May 14, 2016.

**III. BUDGET**

Line Item:	Amount:
Allocation	\$18,040.00
Per Unit Reimbursement Amount	\$1.94.00

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Eighteen Thousand and Forty Dollars (\$18,040). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

**V. NOTICES**

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

<p>Grantee:</p> <p>Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Amanda Nickey, Executive Director 1100 W. Allen St., Ste. A Bloomington, Indiana 47403 Tel: (812) 339-6843</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers’ Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. CloseOut. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All

closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

**C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ❑ June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- ❑ December, January and February claims must be submitted no later than March 12, 2016.
- ❑ March, April and May claims must be submitted no later than May 14, 2016.

**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **IX. SEVERABILITY**

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

## **X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

### **B. System for Award Management (SAM)**

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

### **C. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

\_\_\_\_\_  
David Walter, President

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

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

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

Mother Hubbard's Cupboard

\_\_\_\_\_  
Amanda Nickey, Executive Director

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

**15-39  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant No. B-15-MC-18-0013 for public service activities, and,

**WHEREAS**, funds for the Domestic Violence Shelter, Middle Way House, Inc. have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Middle Way House, Inc. for the provision of services for the Domestic Violence Shelter Program is approved for an amount not to exceed Eighteen Thousand and Forty Dollars and Zero/One-Hundredths (\$18,040.00) Dollars.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

---

Date

**SOCIAL SERVICE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
MIDDLE WAY HOUSE INCORPORATED  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Middle Way House Incorporated, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 S. Washington St., Bloomington, IN 47401 (Hereinafter referred to as “Subrecipient”).

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-15-MC-18-0013 to the Subrecipient; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering its Emergency Domestic Violence Shelter Program during CDBG Year 2015-2016 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide emergency sheltering services.
-------------	--

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. Subrecipients will file claims, as provided by the City of Bloomington, on the City’s schedule with complete documentation as outlined below.

**B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

Benefit low/moderate income clientele

**C. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	9.73	117

Unit of activity would equal one shelter night for CDBG eligible recipients.

**D. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of June, 2015 and end on the 31st day of May, 2016. The last claim for services rendered must be filed before May 14, 2016.

**III. BUDGET**

Line Item:	Amount:
Allocation	\$18,040.00
Per Unit Reimbursement Amount	\$1,855.00/shelter month

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Eighteen Thousand and Forty Dollars (\$18,040). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient’s funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department’s CDBG programs.

**V. NOTICES**

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

<p>Grantee:</p> <p>Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Toby Strout, Executive Director Middle Way House Incorporated P.O. Box 95 Bloomington, Indiana 47402 Tel: (812) 333-7404 Fax: (812) 323-9063</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers’ Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. CloseOut. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All

closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

**C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ❑ June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- ❑ December, January and February claims must be submitted no later than March 12, 2016.
- ❑ March, April and May claims must be submitted no later than May 14, 2016.

**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **IX. SEVERABILITY**

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

## **X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

### **B. System for Award Management (SAM)**

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

### **C. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission:

\_\_\_\_\_  
David Walter, President

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

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

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

Middle Way House Incorporated:

\_\_\_\_\_  
Toby Strout, Executive Director

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

**15-50**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING FILM AND  
AUDIO IMPROVEMENTS AT THE BUSKIRK CHUMLEY THEATER**

**WHEREAS**, the City of Bloomington has brought the RDC a Project Review & Approval Form (“Form”) which seeks the support of the RDC to solicit quotes to upgrade the film and audio systems at the Buskirk Chumley Theater; and

**WHEREAS**, a copy of the Form is attached to this Resolution as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The Redevelopment Commission finds that the Project, as set forth in more detail in the attached Project Review & Approval Form, constitutes the construction and installation of improvements, rather than continuing maintenance.
2. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
3. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

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David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

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Date

City of Bloomington  
Redevelopment Commission  
Project Review & Approval Form

**Please Note:**

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

**Project Name:**           **Film and Audio Improvements at the Buskirk Chumley Theater**

**Project Manager:**   **Dave Williams / Parks**  
                                  **Danielle McClelland / Buskirk-Chumley Theater**

**Project Description:**

This is a project to upgrade the film and audio capabilities of the Buskirk Chumley Theater (BCT).

The BCT does not currently own projection equipment. Instead, it uses a movie screen from Indiana University, and rents a video projector from First United Methodist Church. Content is played from a home-use Blu-ray Player.

This project would: (1) install a theater quality screen, (2) install a professional quality film projector<sup>1</sup> and playback equipment (which will also include various servers and processors to integrate the projector and playback equipment into the BCT's system), (3) install additional speakers so that sound comes from the center and sides of the theater at THX or near-THX quality, as it is in a typical movie theater, and (4) renovate the tech booth to accommodate this new equipment.

Staff believes that this will have an impact on the BCT in at least two ways:

1. At present, the BCT is experiencing difficulty in obtaining and screening films, because they are only available as digital files. This problem will not get better unless the BCT upgrades its film capabilities. By upgrading the film capabilities of the BCT, it will be easier to obtain and screen films, which will positively impact—among others—the film festivals that currently use the BCT.

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<sup>1</sup> While the First United Methodist Church projector is high quality and relatively new, it is a video projector, as opposed to a film projector. The resolution of the image on the screen and the brightness of the image is substantially less than a film projector.

2. The BCT will be able to more aggressively pursue film programming. The BCT estimates that it would be able to add 50 events per year with this new equipment.<sup>2</sup> Because the BCT is able to serve full concessions, including beer and wine, and because of its close proximity to numerous restaurants, the BCT is well positioned to provide a unique movie-going experience.

This project is a permissible use of Tax Increment, satisfying all four factors of the TIF Test.

- (1) It is substantial and complex work that involves the addition of new parts.
- (2) It will directly increase the value of the BCT, by adding capabilities to the BCT that it does not currently have.
- (3) The film and audio improvements will perform as well as a newly constructed film and audio system.
- (4) This project was not contemplated as part of the normal life cycle of the existing lighting system.

Additionally, this is a project that would be capitalized under the IRS's guidelines.

**Project Timeline:**

Start Date: August 2015  
End Date: October 2015

**Financial Information:**

Estimated full cost of project:	\$170,000
Sources of funds:	TIF Bond

**Project Phases:** This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

*Estimated project timeline:*

August 3, 2015: Project approval by Redevelopment Commission  
 August 10-28, 2015: Staff obtains quotes for project  
 September 14, 2015: Approval of purchase by Redevelopment Commission  
 October 15, 2015: Completion of project

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

<sup>2</sup> The BCT estimates that its revenue would increase by \$25,000 per year as a result of this new programming. That does not take into account the positive financial impact that 50 additional events would have on the businesses in the vicinity of the BCT.

**15-51  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-15-MC-18-0013 for physical improvement activities, and,

**WHEREAS**, funds for the renovation of units at 1301, 1303, 1305 and 1307 W. 13th Street for the Bloomington Housing Authority, Inc. have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Bloomington Housing Authority, Inc. for the renovation of units at 1301, 1303, 1305 and 1307 W. 13th Street is approved for an amount not to exceed One Hundred Thousand Dollars (\$100,000.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
BLOOMINGTON HOUSING AUTHORITY RESIDENT COUNCIL, INC.,  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of July, 2015 by and between the City of Bloomington Housing and Neighborhood Development Department (Hereinafter referred to as the “Grantee”) and Bloomington Housing Authority Resident Council, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1007 N. Summit Street Bloomington, IN 47404 (Hereinafter referred to as the “Subrecipient”), **WITNESSETH:**

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B15MC180013; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient shall be responsible for expending Program Year 2015 Community Development Block Grant (CDBG) funds to complete interior renovations (the "Project") at 1301, 1303, 1305 and 1307 W. 13th Street (the "Property"). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the property as rental units for Bloomington Housing Authority residents for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than May 15, 2016, unless mutually agreed to by all parties.

**B. National Objectives**

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C) prior to May 15<sup>th</sup> for the previous twelve month period.

**C. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

**II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2021, unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Thousand and Zero/One-Hundredths (\$100,000.00) Dollars. Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

**IV. NOTICES**

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

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Rhonda Moore, Capital Assets Manager Bloomington Housing Authority Resident Council, Inc., 1007 N. Summit Street Bloomington, IN 47404 Tel: (812) 339-3491 Fax: (812) 335-2207
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**V. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers' Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%)

percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. CloseOut. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All

closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

**C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- December, January and February claims must be submitted no later than March 12, 2016.
- March, April and May claims must be submitted no later than May 14, 2016.

**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be**

**terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

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

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided,

however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

### **VIII. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

#### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

#### **B. System for Award Management (SAM)**

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

#### **C. Executive Compensation**

The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section

13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested

**IX. SEVERABILITY**

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

**X. ATTACHMENTS**

- A. Exhibit A: 2015 HUD Income Limits**
- B. Exhibit B: 2015 Client Information and Income Form for CDBG Funds**
- C. Exhibit C: 2015 Client Summary Profile Reporting Form**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**

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

**Redevelopment Commission:**

**Bloomington Housing Authority Resident Council, Inc.:**

By:

By:

\_\_\_\_\_  
David Walter, President

\_\_\_\_\_  
Jennifer Osterholt, Executive Director

By:

By:

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

\_\_\_\_\_  
President, Board of Director

**15-52  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-15-MC-18-0013 for physical improvement activities, and,

**WHEREAS**, funds for the renovations at 803 N. Monroe Street for the Boys and Girls Clubs of Bloomington have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and the Boys and Girls Clubs of Bloomington renovations at 803 N. Monroe Street is approved for an amount not to exceed Ninety One Thousand Dollars (\$91,000.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

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Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
BOYS AND GIRLS CLUBS OF BLOOMINGTON, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of July, 2015 by and between the City of Bloomington Housing and Neighborhood Development Department (Hereinafter referred to as the "Grantee") and Boys & Girls Clubs of Bloomington, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 311 S. Lincoln Street, Bloomington, Indiana (Hereinafter referred to as the "Subrecipient").

**WITNESSETH:**

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B15MC180013; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2015 Community Development Block Grant (CDBG) funds to complete the renovations (the "Project") of 803 N. Monroe Street (the "Property"). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as a recreation center and program offices of Boys and Girls Clubs of Bloomington, Inc., for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than May 15, 2016, unless mutually agreed to by all parties.

### **B. National Objectives**

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C) prior to May 15<sup>th</sup> for the previous twelve month period.

### **C. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

## **II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2021.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Ninety One Thousand and Zero/One-Hundredths (\$91,000.00) Dollars. Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

**IV. NOTICES**

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

<b>Grantee:</b>  Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	<b>Subrecipient:</b>  Jeff Baldwin, Executive Director Boys and Girls Clubs of Bloomington, Inc. P.O. Box 1716 Bloomington, IN 47402 Tel: (812) 332-5311 Fax: (812) 332-9750
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**V. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers' Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%)

percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
  3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
    - ❑ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
    - ❑ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  5. CloseOut. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and

acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

### **C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ❑ June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- ❑ December, January and February claims must be submitted no later than March 12, 2016.
- ❑ March, April and May claims must be submitted no later than May 14, 2016.

**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

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

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided,

however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

### **VIII. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

#### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

#### **B. System for Award Management (SAM)**

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

#### **C. Executive Compensation**

The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section

13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested

**IX. SEVERABILITY**

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

**X. ATTACHMENTS**

- A. Exhibit A: 2015 HUD Income Limits**
- B. Exhibit B: 2015 Client Information and Income Form for CDBG Funds**
- C. Exhibit C: 2015 Client Summary Profile Reporting Form**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**

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

**REDEVELOPMENT COMMISSION**

**BOYS AND GIRLS CLUBS OF BLOOMINGTON, INC.**

By: \_\_\_\_\_  
David Walter, President

By: \_\_\_\_\_  
Jeff Baldwin, Executive Director

By: \_\_\_\_\_  
Elizabeth Kehoe, Secretary

By: \_\_\_\_\_  
President, Board of Director

**15-53  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-15-MC-18-0013 for physical improvement activities, and,

**WHEREAS**, funds for the renovation of 2727 N. Dunn Street for LifeDesigns, Inc. have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and LifeDesigns, Inc. for the renovation of 2727 N. Dunn Street is approved for an amount not to exceed Forty One Thousand and Two Hundred Dollars (\$41,200.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
LIFEDESIGNS, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of July, 2015 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and LifeDesigns, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 200 East Winslow Road, Bloomington, IN, 47401, (herein called the “Subrecipient”), WITNESSETH:

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B15MC180013; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2015 Community Development Block Grant (CDBG) funds to complete facility renovations (the "Project") at 2727 N. Dunn Street (the "Property"). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as a public facility that accommodates persons living with disabilities for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than May 15, 2016, unless mutually agreed to by all parties.

**B. National Objectives**

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C) prior to May 15<sup>th</sup> for the previous twelve month period.

**C. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

**II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2021 unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Four Thousand Two Hundred and Zero/One-Hundredths (\$41,200.00) Dollars. Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

**IV. NOTICES**

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

Grantee:  Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient:  Cindy Fleetwood, Administrative Director LifeDesigns, Inc. 200 East Winslow Road Bloomington, IN 47401 Tel: (812) 332-9615 Fax: (812) 332-1186
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**V. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers' Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%)

percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

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1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
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3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
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closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
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Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- December, January and February claims must be submitted no later than March 12, 2016.
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**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be**

**terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

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

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided,

however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

d. 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 31 U.S.C. 1352. 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.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

### **VIII. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

#### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

#### **B. System for Award Management (SAM)**

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

#### **C. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a)

or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested

**IX. SEVERABILITY**

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

**X. ATTACHMENTS**

- A. Exhibit A: 2015 HUD Income Limits**
- B. Exhibit B: 2015 Client Information and Income Form for CDBG Funds**
- C. Exhibit C: 2015 Client Summary Profile Reporting Form**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**

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

**REDEVELOPMENT COMMISSION:**

**LIFEDESIGNS, INC.:**

By:

By:

\_\_\_\_\_  
David Walter, President

\_\_\_\_\_  
Susan Rinne, Chief Executive Office

By:

By:

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

\_\_\_\_\_  
President, Board of Director

**15-54  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-15-MC-18-0013 for physical improvement activities, and,

**WHEREAS**, funds for the installation of security devices at 318-338 S. Washington Street for Middle Way House, Inc. have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Middle Way House, Inc. for the installation of security devices at 318-338 S. Washington Street is approved for an amount not to exceed Eight Thousand and Five Hundred Dollars (\$8,500.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
MIDDLE WAY HOUSE INCORPORATED  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of July, 2015, by and between the City of Bloomington Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Middle Way House Incorporated, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 S. Washington St., Bloomington, IN 47401 (Hereinafter referred to as “Subrecipient”),  
**WITNESSETH:**

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B15MC180013; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient shall be responsible for expending Program Year 2015 Community Development Block Grant (CDBG) funds to complete facility renovations (the "Project") at 318-338 S. Washington Street (the "Property"). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as the offices of Middle Way House, Inc., an emergency shelter for victims of domestic violence and HOME assisted rental units for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than May 15, 2016, unless mutually agreed to by all parties.

**B. National Objectives**

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C) prior to May 15<sup>th</sup> for the previous twelve month period.

**C. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

**II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2021, unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Eight Thousand Five Hundred and Zero/One-Hundredths (\$8,500.00) Dollars. Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICE and in accordance with performance.

**IV. NOTICES**

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

<p>Grantee:</p> <p>Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Toby Strout, Executive Director 200 East Winslow Road Bloomington, IN 47401 Tel: (812) 332-9615 Fax: (812) 332-1186</p>
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**V. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers' Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%)

percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. CloseOut. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and

acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

### **C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- December, January and February claims must be submitted no later than March 12, 2016.
- March, April and May claims must be submitted no later than May 14, 2016.

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2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
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1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided,

however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

### **VIII. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

- A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.
- B. System for Award Management (SAM)**

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).
- C. Executive Compensation**

The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section

13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested

**IX. SEVERABILITY**

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

**X. ATTACHMENTS**

- A. Exhibit A: 2015 HUD Income Limits**
- B. Exhibit B: 2015 Client Information and Income Form for CDBG Funds**
- C. Exhibit C: 2015 Client Summary Profile Reporting Form**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**

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

**REDEVELOPMENT COMMISSION:**

**MIDDLE WAY HOUSE INCORPORATED:**

By:

By:

\_\_\_\_\_  
David Walter, President

\_\_\_\_\_  
Toby Strout, Executive Director

By:

By:

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

\_\_\_\_\_  
President, Board of Director

**15-55  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-15-MC-18-0013 for physical improvement activities, and,

**WHEREAS**, funds for the renovations at 930 W. 7th Street for the City of Bloomington Parks and Recreation Department have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and the City of Bloomington's Parks and Recreation Department for the renovations at 930 W. 7th Street is approved for an amount not to exceed Seventy Eight Thousand Seven Hundred and Eighty Dollars (\$78,780.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
PARKS AND RECREATION DEPARTMENT  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of July, 2015 by and between the City of Bloomington Housing and Neighborhood Development Department (Hereinafter referred to as the “Grantee”) and Parks and Recreation Department (Hereinafter referred to as the “Subrecipient”), **WITNESSETH:**

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B15MC180013; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2015 Community Development Block Grant (CDBG) funds to complete the renovations (the "Project") at 930 W. 7<sup>th</sup> Street (the "Property"). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.
- b. Begin the project within 60 days of the execution of this funding agreement.

- c. Maintain the facility as a neighborhood recreational facility, with program rooms and program administrative offices for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request for five (5) years after the completion date.
- e. Complete the Project as designed no later than May 15, 2016, unless mutually agreed to by all parties.

**B. National Objectives**

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the term of this agreement for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C) prior to May 15<sup>th</sup> for the previous twelve month period.

**C. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

**II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2021.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Seventy Eight Thousand Seven Hundred and Eighty (\$78,780.00) Dollars. Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

**IV. NOTICES**

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

<b>Grantee:</b>  Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	<b>Subrecipient:</b>  Dave Williams, Operations and Development Director Parks & Recreation Department City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 332-5311 Fax: (812) 332-9750
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**V. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers' Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%)

percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. CloseOut. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and

acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

### **C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- December, January and February claims must be submitted no later than March 12, 2016.
- March, April and May claims must be submitted no later than May 14, 2016.

**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

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

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided,

however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

### **VIII. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

#### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

#### **B. System for Award Management (SAM)**

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

#### **C. Executive Compensation**

The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section

13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested

**IX. SEVERABILITY**

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

**X. ATTACHMENTS**

- A. Exhibit A: 2015 HUD Income Limits**
- B. Exhibit B: 2015 Client Information and Income Form for CDBG Funds**
- C. Exhibit C: 2015 Client Summary Profile Reporting Form**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**

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

**REDEVELOPMENT COMMISSION:**

**PARKS AND RECREATION DEPARTMENT:**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

David Walter, President

Mick Renneisen, Director

By:

\_\_\_\_\_

Elizabeth Kehoe, Secretary

**15-56  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-15-MC-18-0013 for physical improvement activities, and,

**WHEREAS**, funds for the renovations at 4417 Blackstone Ct, 1006 W. 11th St., 4100 E. Deckard Dr, 1835 S. Maxwell St, 713 E. Miller Dr and 214 E. Southern Dr for Stone Belt ARC have been approved from said source, and,

**WHEREAS**, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON  
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Stone Belt ARC for renovations at 4417 Blackstone Ct, 1006 W. 11th St., 4100 E. Deckard Dr, 1835 S. Maxwell St, 713 E. Miller Dr and 214 E. Southern Dr is approved for an amount not to exceed Fifty Seven Thousand Dollars (\$57,000.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

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Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
STONE BELT ARC, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of July, 2015, by and between the City of Bloomington Housing and Neighborhood Development Department (hereinafter referred to as "Grantee") and Stone Belt ARC, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2815 E. 10<sup>th</sup> St., Bloomington, IN 47408 (hereinafter referred to as "Subrecipient"), **WITNESSETH:**

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B15MC180013; and

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

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2015 Community Development Block Grant (CDBG) funds to complete facility renovations (the "Project") at 4417 Blackstone Ct, 1006 W. 11<sup>th</sup> St., 4100 E. Deckard Dr, 1835 S. Maxwell St, 713 E. Miller Dr and 214 E. Southern Dr (the "Properties"). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility, in a manner that provides a home living environment for persons that may have special needs or that may be living with a disability, for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than May 15, 2016, unless mutually agreed to by all parties.

### **B. National Objectives**

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C) prior to May 15<sup>th</sup> for the previous twelve month period.

### **C. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

## **II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2021, unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Fifty Seven Thousand and Zero/One-Hundredths (\$57,000.00) Dollars. Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

**IV. NOTICES**

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

Grantee:  Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient:  Stone Belt ARC, Inc. Lori Garraghty, Executive Director 2815 E. 10 <sup>th</sup> St. Bloomington, IN 47408 Tel: (812) 332-2168 Fax: (812) 323-4610
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**V. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

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

**C. Hold Harmless**

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

**D. Workers' Compensation**

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

**E. Grantor Recognition**

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

**F. Amendments**

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

**G. Suspension or Termination**

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%)

percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
  - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
  - i. Submit performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
  3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
    - ❑ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
    - ❑ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  5. CloseOut. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and

acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

### **C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ❑ June, July, August September, October and November claims must be submitted no later than December 4, 2015.
- ❑ December, January and February claims must be submitted no later than March 12, 2016.
- ❑ March, April and May claims must be submitted no later than May 14, 2016.

**If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

## **VII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

### **B. Equal Employment and Affirmative Action**

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

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

**C. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit \_\_\_\_, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**D. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided,

however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
  - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate 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; and

- d. 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 31 U.S.C. 1352. 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.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

### **VIII. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

#### **A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

#### **B. System for Award Management (SAM)**

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

#### **C. Executive Compensation**

The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section

13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested

**IX. SEVERABILITY**

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

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- E. Exhibit E: Federal Construction Contract Provisions**

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

**REDEVELOPMENT COMMISSION:**

**STONE BELT ARC, INC.:**

By: \_\_\_\_\_  
David Walter, President

By: \_\_\_\_\_  
Leslie Green, Executive Director

By: \_\_\_\_\_  
Elizabeth Kehoe, Secretary

By: \_\_\_\_\_  
President, Board of Director

**EXHIBIT A**

**2015 INCOME LIMITS**

**FOR**

**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

	<b>1 Person</b>	<b>2 Persons</b>	<b>3 Persons</b>	<b>4 Persons</b>	<b>5 Persons</b>	<b>6 Persons</b>	<b>7 Persons</b>	<b>8 Persons</b>
<b>30% of Median Income</b>	\$13,150	\$15,930	\$20,090	\$24,250	\$28,410	\$32,570	\$36,730	\$40,890
<b>50% of Median Income</b>	\$21,900	\$25,000	\$28,150	\$31,250	\$33,750	\$36,250	\$38,750	\$41,250
<b>&lt;80% of Median Income</b>	\$35,000	\$40,000	\$45,000	\$50,000	\$54,000	\$58,000	\$62,000	\$66,000

\*For households larger than 8 persons, please contact Dan Niederman or Bob Woolford with the Housing and Neighborhood Development Department at 812-349-3401. These incomes are subject to change and households must be income qualified based upon the income limits at the time of service.

## EXHIBIT B

### Client Information Form for CDBG Funds

**IMPORTANT: Please fill out this form only once between June 1, 2015 and May 31, 2016**

Our agency receives funding from the City of Bloomington Housing and Neighborhood Development Department through the Community Development Block Grant program. We are required to ask you the following information to be reported to the City. With the exception of household income, this information is used for statistical purposes only and is not used for eligibility, acceptance or approval purposes for the services which you are applying. Please complete the following:

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

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

Address: \_\_\_\_\_

1. I am a female head of household – adult female with dependents and no male significant other: (Check one)

- Yes  
 No

2. I consider myself to be Hispanic (check one):

- Yes  
 No

3. I consider myself to be (check one):

- White  
 Black/African American  
 Asian  
 American Indian/Alaskan Native  
 Native Hawaiian/Other Pacific Islander  
 American Indian/Alaskan Native & White  
 Asian & White  
 Black/African American & White  
 American Indian/Alaskan Native & Black/African American  
 Other/Multi-racial

3. My annual household income is (verification will be required): (check one)

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$13,150	<input type="checkbox"/> Under \$15,930	<input type="checkbox"/> Under \$20,090	<input type="checkbox"/> Under \$24,250	<input type="checkbox"/> Under \$28,410
<input type="checkbox"/> \$13,151– 21,900	<input type="checkbox"/> \$15,931 – 25,000	<input type="checkbox"/> \$20,091 – 28,150	<input type="checkbox"/> \$24,251 – 31,250	<input type="checkbox"/> \$28,411 – 33,750
<input type="checkbox"/> \$21,901– 35,000	<input type="checkbox"/> \$25,001 –40,000	<input type="checkbox"/> \$28,151 – 45,000	<input type="checkbox"/> \$31,251 – 50,000	<input type="checkbox"/> \$33,751 – 54,000
<input type="checkbox"/> over \$35,000	<input type="checkbox"/> over \$40,001	<input type="checkbox"/> over \$45,001	<input type="checkbox"/> over \$50,001	<input type="checkbox"/> over \$54,001

*Thank you for your cooperation.*

## EXHIBIT C

City of Bloomington, Housing and Neighborhood Development  
 Program Year-to-Date Reporting Form—Client Profile for CDBG Physical Improvement  
 funding

Agency Name: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

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

1. Participating Statistics: (NOTE: See attached guidelines)

Category	Total <i>NEW</i> Clients Served Program Year-to-Date (UNDUPLICATED COUNT)	
At or below 30% AMI		
Between 30 – 50% AMI		
Between 50 – 80% AMI		
Above 80% AMI		
<b>Total</b>		
Racial Categories/Ethnic Groups	Total served	Of total served, the total that are Hispanic
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other/Multi-racial		
<b>Totals</b>		
Female Head of Household		

2. Describe the progress and accomplishments that have been achieved during this reporting period along with appropriate accumulative information for the program year. Attach any supporting narratives and data worksheets, tables or charts which depict this quantitative information:

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3. Identify any agency problems or concerns: \_\_\_\_\_

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Name of Agency Director: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Agency Director: \_\_\_\_\_ Date: \_\_\_\_\_

## Instructions

Procedures for tracking data:

At the end of each program year, the City of Bloomington Housing and Neighborhood Development Department must compile the information from the monthly reports submitted by our sub-recipients (agencies) into reasonable data that must be reported to HUD through our IDIS system and can be used to prepare the Consolidated Annual Performance and Evaluation Report (CAPER). These reports must directly support drawdown requests made during the program year. This is required information for all project activities who receive CDBG funds.

Fill in: Agency name, reporting period (month for which data is being reported), and project name.

1. Describe participant statistics: This fill-in-the-blank section should be utilized for each and every client served during this reporting period. All client numbers are to be tracked by the amount of people served. Therefore, a family of 4 equals 4 people served. Please allow the client to determine ethnic background. Simply ask at the time of in-take what ethnic group they consider themselves to be listed. HUD's categories are limited and not all clients easily fit into the listed possibilities.
2. Total **New** Clients Served Program Year-to-Date is where you report the total number of **UNDUPLICATED** clients you have served. For example, if you served four clients who were all new to your service in June and nine clients in July but only six were new to your service this Program Year, then at the end of July, your Total **New** (and UNPUBLISHED) Clients Served Program Year-to-Date would be ten.

### **Definitions:**

At or below 30% AMI – means an individual or family that has an income that is at or below 30% area median income as established by HUD. For example, a two person household/family would make less than \$14,450/year. (See attached income guidelines.)

Between 31-50% AMI – means an individual or family that has an income that is above 30% area median income and at or below 50% area median income. For example, a two person household/family would make between \$14,451/year and \$24,100/year. (See attached income guidelines.)

Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family would make between \$24,101/year and \$38,550/year. (See attached income guidelines.)

Above 80% AMI – means an individual or family that has an income that is above 80% area median income. For example, a two person household/family would make more than \$38,550/year.

**Describe progress:** Describe the activity during this reporting period. Examples might include total hours of client services, a description of services provided, how clients might be progressing, etc. This information will be summarized and reported to HUD through the IDIS system.

**Identify Any Problems/Concerns:** Describe any problems your agency is having at this time. This may include loss of employees, lack of new client participation, etc. Please note any items concerns you wish to report to HAND.

## EXHIBIT D

### STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification. In all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2)

required such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Agency

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Executive Director

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President, Board of Directors

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Date

EXHIBIT E

FEDERAL  
CONSTRUCTION  
CONTRACT  
PROVISIONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Housing and Neighborhood Development Department  
City of Bloomington  
401 North Morton Street  
Bloomington, Indiana 47401

**Required Contract Provisions  
Federally Assisted Construction Contracts**

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*Note: This document is to be used as a guide for contractors and subcontractors working on Community Development Block Grant projects in the State of Indiana for the City of Bloomington, Indiana. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG Program.*

**Required Contract Provisions  
Federally Assisted Construction Contracts**

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**Required Contract Provisions  
Federally Assisted Construction Contracts**

**SECTION 1 General Information**

**BONDING REQUIREMENTS.**

IC 36-1-12-4.5, IC 36-1-12-13.1, IC 36-1-12-14 e

The minimum requirements for contracts exceeding \$100,000 for construction shall be as follows:

1. A bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
2. A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract
3. A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and material in the execution of the work provided for in the contract.

NOTE: The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the project owner *before* construction begins on the project.

**RETAINAGE:**

Public work contracts in excess of \$100,000 require the retainage of 10% of the dollar value of all work satisfactorily completed by the contractor(s) until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract Work. Further details of retainage are expressed in the sample agreement included in the bid packet in Article 4.01; 4.02; 4.03 and 4.04.

**CHANGE ORDERS:** IC 36-1-12-18

A change order may not be issued before commencement of the actual construction except in the case of an emergency. In such a case, the board of awarding agency must make a declaration and the board's minutes must show the nature of the emergency. The total of all change orders issued that increase the scope of the project may not exceed twenty order issued as a result of circumstances that could not have been reasonably foreseen does not increase the scope of the project. All change orders must be prepared by the project engineer or architect and approved and signed by the board of the awarding agency and the contractor. All change orders must be directly related to the original public work project.

**CONFLICT OF INTEREST:** 24 CFR 570.611

In the procurement of supplies, equipment, construction and/or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

**CODE OF CONDUCT:** 24 CFR 84.42

The recipient of CDBG grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

**RECORD RETENTION:** 24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

**CONTRACT PROVISIONS:**

In addition to provisions defining a sound and completed procurement contract, any recipient of federal funds shall include the following:

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

All contracts in excess of \$25,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

## Required Contract Provisions Federally Assisted Construction Contracts

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US EPA Administrator for Enforcement (EN-329).

These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

### CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

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 Federal 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.

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 Federal 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.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person

**Required Contract Provisions  
Federally Assisted Construction Contracts**

participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead-Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

ACCESS TO RECORDS: 24 CFR 85.42-e

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

**SECTION 2 Equal Employment Opportunity Regulations**

**NONDISCRIMINATION:**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more) Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

**EEO OFFICER:**

The contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

**DISSEMINATION OF POLICY:**

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**RECRUITMENT OF EMPLOYEES:**

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is

## **Required Contract Provisions Federally Assisted Construction Contracts**

expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

### **SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

### **EEO RECORDS AND REPORTS:**

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

### **NONSEGREGATED FACILITIES:**

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking). The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### **FALSIFICATION OF DOCUMENTS:**

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

### **SECTION 3**

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county. Contractors and subcontractors participating in federally assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors prior to project completion utilizing the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form.

## **Required Contract Provisions Federally Assisted Construction Contracts**

All Section 3 covered contracts shall include the following Section 3 clause:

“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor’s commitments under this Section 3 clause and include this clause in every subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under this section of the Code of Federal Regulations. Noncompliance with HUD’s regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.”

OFFICE OF FEDERAL CONTRACT COMPLIANCE  
(OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all contractors and subcontractors holding nonexempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor/bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b). The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” which are found at 41 CFR 60-4.3. The

specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction contractor must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at [www.dol.gov/esa/OFCCP](http://www.dol.gov/esa/OFCCP) or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

### **SECTION 3 Federal Labor Standards Regulations**

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. Contract Work Hours and Safety Standards Act
3. Copeland Act (Anti-Kickback Act)
4. Fair Labor Standards Act

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:**

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”,

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participant", "person", "primary 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. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary 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 by the department or agency entering into this transaction.

The prospective primary 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," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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 other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of

records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION APPLICABLE TO ALL  
SUBCONTRACTS, PURCHASE ORDERS AND OTHER  
LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "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. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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 by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this 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.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended,

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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.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 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 other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts: All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

### PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

### CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract which is not listed in the wage determination shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

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- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor or subcontractor, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the contractor or subcontractors, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (OCRA Labor Standards Compliance Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

**PAYMENT OF FRINGE BENEFITS:**

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the contractor or subcontractor does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

**APPRENTICE PARTICIPATION:**

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program duly registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**OVERTIME REQUIREMENTS:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**WITHHOLDING PAYMENT FOR UNPAID WAGES:**

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon

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prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

In the event of any violation of the requirements set forth in this document, the contractor and any subcontractor responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages.

### STATEMENTS AND PAYROLLS:

Applicable to all Federally-assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the

awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

That such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

### SECTION 4 Health and Safety

#### SAFETY AND ACCIDENT PREVENTION:

In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the awarding agency may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).

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Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

**IMPLEMENTATION OF CLEAN AIR ACT AND  
FEDERAL WATER POLLUTION CONTROL ACT:**

(Applicable to all Federally assisted construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L.91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L.92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U. S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.