

Redevelopment Commission Meeting

Agenda for Monday, October 5, 2026, at 5:00 p.m.

This meeting will be held in the McCloskey Conference Room Suite 135, City Hall, 401 N. Morton St) and may also be accessed via [ZOOM](#) Meeting ID 875 7497 7892
Passcode 369739.

Redevelopment Commission meetings can be watched on the following websites:

- Link to CATS TV can be found here: [CATS TV](#)
- Link to YouTube can be found here: [YouTube](#)

Materials for this meeting can be found on the Redevelopment Commission's website, which is located [here](#).

1. Roll Call

2. Reports

- A. Director's Report
- B. Legal Report
- C. Treasurer's Report
- D. Business Development Update
- E. Hopewell Update

3. Claims

- A. [September 25, 2026](#)

4. Payroll

- A. [September 18, 2026](#)
- B. [October 2, 2026](#)

5. Minutes

- A. [September 14, 2026](#)

6. New Business

Open Public Hearing

- A. [Resolution 26-62](#): Confirming a Declaratory Resolution of the Bloomington Redevelopment Commission Designating and Declaring a Certain Area as an Economic Development Area, (Hopewell South EDA) Approving an Economic Development Plan for

Said Area, Establishing a Residential Housing Program in Said Area and Regarding Related Matters

Close Public Hearing

Open Public Hearing

- B. [Resolution 26-63](#): Confirming the Amending of the Declaratory Resolution of the Consolidated Economic Development Area and the Consolidated Economic Development Plan Removing Certain Residential Parcels and Regarding Related Matters
Close Public Hearing
- C. [Resolution 26-64](#): Approval of Amendment No. 2 to the Agreement with Flintlock Ltd. Co. for Additional Services Related to the Creation of a Planned Unit Development (PUD) for Hopewell South
- D. [Resolution 26-65](#): Approval of the Second Addendum to the Agreement with CrossRoad Engineers, P.C. for Additional Services for Hopewell South
- E. [Resolution 26-66](#): Approval of Scope of Work for VET Environmental Engineering LLC at Showers West
- F. [Resolution 26-67](#): Approval of the Second Amendment to the Agreement with Mother Nature Landscaping, Inc. for Landscaping Services at the Trades District and Trades District Garage
- G. [Resolution 26-68](#): Resolution 26-68: Approval of Issuance of Request for Proposals for Architectural and Engineering Services for the Reuse of the 714 South Rogers Street Property and Building as the New Bloomington Police Department Headquarters and Associated Public Safety Facilities and Uses
- H. [Resolution 26-69](#): Resolution 26-69: Approval of Professional Services Agreement with Reedy Financial Group, PC
- I. Approval of 2026 CDBG Physical Improvement Grant Funding Agreements
- [Resolution 26-70](#): Approval of 2026 CDBG Physical Improvement Grant funding Agreement with LifeDesign Inc.
 - [Resolution 26-71](#): Approval of 2026 CDBG Physical Improvement Grant Funding Agreement with Middle Way House
 - [Resolution 26-72](#): Approval of 2026 CDBG Physical Improvement Grant Funding Agreement with New Hope for Families
 - [Resolution 26-73](#): Approval of 2026 CDBG Physical Improvement Grant Funding Agreement with Summit Hill Community Development Corp (SHCDC)
 - [Resolution 26-74](#): Approval of 2026 CDBG Physical Improvement Grant Funding Agreement with Boys & Girls Club
- J. Approval of 2026 CDBG Social Services Grant Funding Agreements
- [Resolution 26-75](#): Approval of 2026 CDBG Social Service Grant Funding Agreement with Boys & Girls Club

- [Resolution 26-76](#): Approval of 2026 CDBG Social Service Grant Funding Agreement with Community Kitchen
- [Resolution 26-77](#): Approval of 2026 CDBG Social Service Grant Funding Agreement with Hoosier Hills Food Bank
- [Resolution 26-78](#): Approval of 2026 CDBG Social Service Grant Funding Agreement with Middle Way House
- [Resolution 26-79](#): Approval of 2026 CDBG Social Service Grant Funding Agreement with New Hope for Families

7. General Discussion

8. Adjournment

Board Membership

Pursuant to applicable law and policy, and in compliance with Indiana Code 5-14-9-6, the following details are provided regarding the officers serving on this committee:

Board Member	Appointed By	Appointment Date	Term
Deborah Myerson, President	Common Council	02/06/2026	1/1/2026 to 12/31/2026
Sue Sgambelluri, Vice- President	Mayor	1/30/2026	1/1/2026 to 12/31/2026
John West, Secretary	Mayor	1/30/2026	1/1/2026 to 12/31/2026
Randy Cassady	Common Council	2/06/2026	1/1/2026 to 12/31/2026
Laurie McRobbie	Mayor	1/30/2026	1/1/2026 to 12/31/2026
Sam Fleener, MCCSC Representative, non-voting	MCCSC	-	
Anna Killion-Hanson, Redevelopment Commission Executive Director		-	
Geoff McKim, Redevelopment Commission Treasurer			

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3429 or e-mail human.rights@bloomington.in.gov. The City is committed to providing equal access to information. If you encounter difficulties accessing material in this packet, please get in touch with Anna Killion-Hanson at

anna.killionhanson@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

The Redevelopment Commission met on Monday, September 14, 2026, at 5:30 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deborah Myerson presiding:

1. Roll Call

Commission members present in person:

Deborah Myerson, President
Sue Sgambelluri, Vice President
Randy Cassady
Sam Fleener, MCCSC

Commission members present via Zoom:

Laurie McRobbie

Commission members absent:

John West, Secretary

City staff and elected officials present:

Kerry Thompson, Mayor
Anna Killion-Hanson, Director, Housing & Neighborhood Development Department (HAND)
Christina Finley, Assistant Director, HAND
Tammy Caswell, Financial Specialist, HAND
Dana Robert Kerr, Assistant City Attorney, Legal Department
Margie Rice, Corporate Counsel, Legal Department (Zoom)
Geoff McKim, City Controller
Jane Kupersmith, Director, Economic & Sustainable Development (ESD)
[Anna Dragovich](#), Capital Projects Manager, ESD
[Kendall Knoke](#), Project Engineer, Engineering Department
Mike Diekhoff, Chief Police, Police Department
Jeff Rogers, Police Department
Paul Post, Senior Police Officer, Police Department
Isabel Piedmont-Smith, Council member

There were members of the public present.

2. Reports

A. Director's Report

[Anna Killion-Hanson](#) shared there was an amended agenda to include Resolution 26-61.

A community survey was conducted to gather potential names for the lanes in Name submissions are being accepted through September 15, 2026, with final names expected to be selected during the weekend of September 19. City civil engineers will need the finalized names for the platting process.

The 2027 CDBG funding cycle is underway. Applications are currently being accepted, with Pre-applications are due online by September 17 and completed applications due **October 1, 2026**.

Key dates, all beginning at **5:30 p.m.**:

- **October 1:** Citizens Advisory Committee meeting
- **October 22:** Public hearing
- **October 29:** Final vote on project funding

Each year, staff asks RDC to provide representation on the Citizens Advisory Committee (CAC) for both the Physical Improvements and Social Service committees. Under the code, RDC may appoint someone to serve as its proxy. Jane Kupersmith has volunteered to serve on the Physical Improvements Committee.

B. Legal Report

Dana Kerr reported that the declaratory resolution to remove residential parcels from the Bloomington Consolidated TIF and the creation of the **Hopewell South TIF** were approved by the Plan Commission and will go before the City Council on **September 16** for approval. Once approved, they will return to RDC for a public hearing for each on **October 5 at 5:00 p.m.**

C. Treasurer's Report

[Geoff McKim](#) was available for questions

D. Business Development Update

[Jane Kupersmith](#) shared a reminder that the Trades District Block Party will be held on Saturday, September 26, from 4:00 p.m. to 7:00 p.m.

Hopewell Update

Kendall Knoke shared updates on Hopewell, including parking spaces and accessible units. Knoke also discussed proposed traditional street lighting and estimated costs, access and connectivity among alleys, streets, and units, and traffic-calming measures.

3. Claims

- A. [August 14, 2026](#)
- B. [August 28, 2026](#)
- C. [September 11, 2026](#)

[Deborah Myerson](#) asked for public comments. There were no comments from the public.

Sue Sgambelluri moved to approve the claims registers for August 14, August 28, as well as for September 11, 2026. [Randy Cassady](#) seconded the motion. The motion passed by roll-call vote.

4. Payroll

- A. [August 21, 2026](#)
- B. [September 4, 2026](#)

[Randy Cassady](#) moved to approve the payroll registers for August 21, 2026, and September 4, 2026. Sue Sgambelluri seconded the motion. The motion passed unanimously by roll-call vote.

5. Minutes

- A. [August 17, 2026 Regular meeting minutes](#)
- B. [August 17, 2026 Executive Session Summary](#)
- C. [August 31, 2026 Executive Session Summary](#)
- D. [September 1, 2026 Executive Session Summary](#)
- E. [September 8, 2026 Executive Session Summary](#)
- F. [September 9, 2026 Executive Session Summary](#)

Sue Sgambelluri moved to approve the August 17, 2026, regular meeting minutes, as well as the Executive Session summaries for August 17, August 31, September 1, September 8, and September 9, 2026.

6. New Business

- A. [Resolution 26-59](#): Declaring Support for the Redevelopment and Use of the 714 South Rogers Street Property and Building as the New Bloomington Police Department Headquarters and Associated Public Safety Facilities and Uses
- Dana Kerr presented Resolution 26-59.

[Deborah Myerson](#) asked for public comments.

There were comments from the public.

Sue Sgambelluri moved to approve Resolution 26-59. Randy Cassady seconded the motion. The motion passed unanimously by roll-call vote.

- B. [Owner's Representative](#) Quotes

[Dana Kerr](#) shared an overview of the Owners Representative Proposals for the RDC's review. The proposals will be brought before the RDC at a future meeting.

- C. [Resolution 26-60](#): Approval of the Second Amendment to the Agreement with Mother Nature Landscaping, Inc. for Stormwater Mitigation Measures at Hopewell South
Dana Kerr presented Resolution 26-60.

[Deborah Myerson](#) asked for public comments. There were no comments from the public.

[Randy Cassady](#) moved to approve Resolution 26-60. Sue Sgambelluri seconded the motion.
The motion passed unanimously by roll-call vote.

- D. [Resolution 26-61](#): Approval of Scope of Work for Harrell Fish, Inc. (HFI) in Showers West
Dana Kerr presented Resolution 26-61.

[Deborah Myerson](#) asked for public comments. There were no public comments.

[Randy Cassady](#) moved to approve Resolution 26-61. Sue Sgambelluri seconded the motion.
The motion passed unanimously by roll-call vote.

7. Adjournment

Randy Cassady moved to adjourn the meeting. The meeting adjourned at approximately 7:17 p.m.

[Deborah Myerson](#), President

Sue Sgambelluri, Vice President

Date _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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Post Office Box 100
Bloomington IN 47402

GEOFFREY MCKIM
CONTROLLER

CONTROLLER'S OFFICE

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Claims Register Cover Letter

To: Redevelopment Commission
From: Geoffrey McKim, Treasurer
Date: 09-25-2026 (\$151,849.58)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from **09-12-2026** to **09-25-2026**. 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 the documentation and the necessary signatures and internal approvals.

Signed by:

Cheryl Gilliland

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Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from **09-12-2026** to **09-25-2026**, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

DocuSigned by:

Margie Rice

E9A0FAE19B82413...

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 09/12/26 - 09/25/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 150500 - Housing										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1V9V-3J13-QVWC	15-AV Adapter for M. Swinney's Laptop	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	14.24
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$14.24
Account 53320 - Advertising										
9241 - USA TODAY FKA Gannett Media Corp (Legal Ads)	0007857302	15-Public Notice for release of funds for various addresses	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	544.31
Account 53320 - Advertising Totals									Invoice Transactions 1	\$544.31
Program 150500 - Housing Totals									Invoice Transactions 2	\$558.55
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RRC-G7MQ-Q6GD	15-magifying glass, index tabs, mouse, plug tester	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	36.19
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$36.19
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RMK-9J46-7FKP	15-HAND return address Stamp	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	18.04
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$18.04
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	5437430	15-Notary Continuing Education YR 4 course- T. Caswell	Paid by Check # 82073		09/16/2026	09/16/2026	09/16/2026		09/16/2026	49.10
Account 53160 - Instruction Totals									Invoice Transactions 1	\$49.10
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-26580	15-250 Business Cards for J. Stong	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	88.08
Account 53310 - Printing Totals									Invoice Transactions 1	\$88.08
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	3587246Credit	15-CREDIT PO for sales tax charge from McAlister's food order	Paid by Check # 82073		09/16/2026	09/16/2026	09/16/2026		09/16/2026	(32.87)
3560 - First Financial Bank / Credit Cards	3587246	15-McAlisters-Incremental Dev Workshop 8/13-8/14 At the Mill	Paid by Check # 82073		09/16/2026	09/16/2026	09/16/2026		09/16/2026	443.72



Board of Redevelopment Commission Claim Register

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151600 - Title 16										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	8.14.26	15-Starbucks-Coffee-Incremental Dev Workshop 8/14/2026	Paid by Check # 82073		09/16/2026	09/16/2026	09/16/2026		09/16/2026	60.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$470.85
Program 151600 - Title 16 Totals							Invoice Transactions	7		\$662.26
Department 15 - HAND Totals							Invoice Transactions	9		\$1,220.81
Fund 1101 - General Totals							Invoice Transactions	9		\$1,220.81
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	101-78461890	15-Council of Development Finance Agencies-Training-A. Hanson	Paid by Check # 82073		09/16/2026	09/16/2026	09/16/2026		09/16/2026	2,750.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$2,750.00
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	000466846	15-PC Reimb-Mo Co Rec Mortgage Release-3751 Kinser/ 806 W 2nd St	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	50.00
205 - City Of Bloomington	000466763	15-PC Reimb-Mo Co Rec-Mortgage Releases/4 addresses-8/26	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	100.00
205 - City Of Bloomington	000466762	15-PC Reimb-Mo Co Mo Rec-mrtgage Releas/1215 Stull/2125 Susie St	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	50.00
205 - City Of Bloomington	000466764	15-PC Reimb-Mo Co Rec-Mortgage Release/3 addresses-8/26	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	75.00



Board of Redevelopment Commission Claim Register

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	000466761	15-PC Reimb-Mo Co Rec-Mortgage Release/4 addresses-8/26	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	100.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	5	\$375.00
Program 150000 - Main Totals								Invoice Transactions	6	\$3,125.00
Department 15 - HAND Totals								Invoice Transactions	6	\$3,125.00
Fund 2209 - LIT - Economic Development Totals								Invoice Transactions	6	\$3,125.00
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 15 - HAND										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
7528 - HealthNet INC	ARPA-9.25.26	15-ARPA-salaries 6/28-7/25/26, Verizon/mileage +Indirect	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	24,043.45
Account 53960 - Grants Totals								Invoice Transactions	1	\$24,043.45
Program G21005 - ARPA COVID Local Fiscal Recovery Totals								Invoice Transactions	1	\$24,043.45
Department 15 - HAND Totals								Invoice Transactions	1	\$24,043.45
Fund 2402 - ARP COVID Local Fiscal Recovery Totals								Invoice Transactions	1	\$24,043.45
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
6378 - Ann-Kriss, LLC	90726-1	15-CDBG-K Long Window Project 2301 S Bryan St-order windows	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	5,900.00
56 - Middle Way House, INC	253766	15-CDBG-Middle Way House Elevator-violations repairs	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	28,200.00
Account 53960 - Grants Totals								Invoice Transactions	2	\$34,100.00
Program 150000 - Main Totals								Invoice Transactions	2	\$34,100.00
Department 15 - HAND Totals								Invoice Transactions	2	\$34,100.00
Fund 2403 - CDBG Totals								Invoice Transactions	2	\$34,100.00



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Invoice Date Range 09/12/26 - 09/25/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7699 - Summit Hill Community Development Corporation	HOME-9.15.26	15-HOME-Early Learning Center Apartments Pay App 8- to 9/30/25	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	18,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$18,000.00
Program 150000 - Main Totals							Invoice Transactions	1		\$18,000.00
Department 15 - HAND Totals							Invoice Transactions	1		\$18,000.00
Fund 2404 - HOME Totals							Invoice Transactions	1		\$18,000.00
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
15 - Big Brothers Big Sisters of South Central IN	JH26-9.25.26	15-JH25-payroll for 07/05-08/29/26	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	5,842.38
8081 - Hotels for Hope INC (Hotels For Homeless)	JH26-9.25.26	15-2026 JH Grant-emer. hotel stays/case salaries 9/01-9/11/26	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	1,824.56
Account 53960 - Grants Totals							Invoice Transactions	2		\$7,666.94
Program 050000 - Main Totals							Invoice Transactions	2		\$7,666.94
Department 05 - Common Council Totals							Invoice Transactions	2		\$7,666.94
Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals							Invoice Transactions	2		\$7,666.94
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN01318887	15-College Sq-Quarterly Fire Alarm Monitoring Sept-Nov 2026	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	150.00
7402 - Nature's Way, INC	6450	15-Monthly Interior Live Plant-Showers West- September 2026	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	287.92
6688 - SSW Enterprises, LLC (Office Pride)	Inv-330610	15-Janitorial Services 5x per week- Showers West - August 2026	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	1,648.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-330600	15-Janitorial services-College Sq-222 S College Ave - Aug 2026	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	397.50
5900 - VET Environmental Engineering, LLC	9734	15-Mold Sampling at 714 S Rogers Street-8/27/26	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	1,418.78



Board of Redevelopment Commission Claim Register

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
208 - City Of Bloomington Utilities	4995-004 0826	15-627 N Morton Street-water/sewer bill - August 2026	Paid by Check # 82052		09/16/2026	09/16/2026	09/16/2026		09/16/2026	36.89
208 - City Of Bloomington Utilities	35277-002 0826	15-Showers West -320 W. 8th St water/sewer - August	Paid by Check # 82052		09/16/2026	09/16/2026	09/16/2026		09/16/2026	1,178.48
208 - City Of Bloomington Utilities	200981-001 0826	15-640 N Madison-water/sewer bill-August 2026	Paid by Check # 82052		09/16/2026	09/16/2026	09/16/2026		09/16/2026	12.02
223 - Duke Energy	9101397672040 926	15-Showers W-320 E 8th St-elec chgs-08/04/26-09/01/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	8,854.46
223 - Duke Energy	9101205755460 926	15-335 W. 11th-elec chgs 08/04/26-09/01/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	13.50
223 - Duke Energy	9101212104030 826	15-212 S. Walnut St (105 W 4th) elec chgs 07/29/26-08/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	30.18
223 - Duke Energy	9101205748680 926	15-216 S. Walnut St, Unit 2-elec chgs 07/29/26-08/31/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	30.50
223 - Duke Energy	9101205760180 826	15-College Sq-222 S College Ave-Office-elec chg 7/29/26-8/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	65.51
223 - Duke Energy	9101205752310 826	15-College Sq-216 S. College-elec chgs 07/29/26-08/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	111.25
223 - Duke Energy	9101205758430 826	15-College Sq-200 S. College Ave-elec. chgs 07/29/26-08/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	121.54
223 - Duke Energy	9101205762900 826	15-College Sq-208 S. College-elec. bill 07/29/26-08/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	147.64
223 - Duke Energy	9101205757280 826	15-105 4th St W Misc Office 4-elec chgs 07/29/26-08/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	214.17
223 - Duke Energy	9101205756790 926	15-College Sq-222 S College Ave-Atrium-elec chg 7/29/26-8/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	267.20



Board of Redevelopment Commission Claim Register

Invoice Date Range 09/12/26 - 09/25/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205750330 826	15-College Sq-226 S. College Ave-elec chgs 07/29/26-08/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	290.24
223 - Duke Energy	9101205761750 826	15-College Sq-202 S College-elec. bill 07/29/26-08/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	318.13
223 - Duke Energy	9101205753640 826	15-College Sq-204 S. College Ave-electric bill 07/29/26-08/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	405.51
223 - Duke Energy	9101205763990 826	15-College Sq-210 S. College Ave-elec. chgs 07/29/26-08/26/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	702.02
223 - Duke Energy	9101205751660 926	15-627 N Morton-elec chgs 08/04/26- 09/01/26	Paid by Check # 82057		09/16/2026	09/16/2026	09/16/2026		09/16/2026	149.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827- 2090826	15-College Sq-200 S. College-gas bill 08/04/26-09/01/26	Paid by Check # 82071		09/16/2026	09/16/2026	09/16/2026		09/16/2026	17.98
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952- 4090826	15-489 W. 10th St-Unit #2-gas bill 08/04/26- 09/01/26	Paid by Check # 82071		09/16/2026	09/16/2026	09/16/2026		09/16/2026	48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138- 0090826	15-College Sq-216 S. College-gas bill 08/04/26-09/01/26	Paid by Check # 82071		09/16/2026	09/16/2026	09/16/2026		09/16/2026	98.53
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888942- 5090826	15-489 W. 10th St-Unit #1-Esnet-gas bill 08/04/26-09/08/26	Paid by Check # 82071		09/16/2026	09/16/2026	09/16/2026		09/16/2026	48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439- 3090826	15-627 N Morton-gas bill 08/04/26-09/01/26	Paid by Check # 82071		09/16/2026	09/16/2026	09/16/2026		09/16/2026	19.53
Account 53990 - Other Services and Charges Totals							Invoice Transactions	28		\$17,084.79
Program 150000 - Main Totals							Invoice Transactions	28		\$17,084.79
Department 15 - HAND Totals							Invoice Transactions	28		\$17,084.79
Fund 2519 - RDC Totals							Invoice Transactions	28		\$17,084.79

Fund 4445 - Consolidated TIFDepartment **15 - HAND**Program **159001 - Adams Crossing Area**Account **53990 - Other Services and Charges**

399 - American Structurepoint, INC	209599	15-Feasibility Study- Adaptive use-714 S Rogers-February 2026	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	2,875.00
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Board of Redevelopment Commission Claim Register

Invoice Date Range 09/12/26 - 09/25/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
9941 - Flintlock LTD CO	357389	15-Amend Hopewell South Blocks - workshop, plan comm mtg 8/31/26	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	29,519.91
6330 - Marshall Security LLC	4516	15-Security Patrols at Hopewell Properties 08/01/26-08/31/26	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	10,672.68
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3		<u>\$43,067.59</u>	
Program 159001 - Adams Crossing Area Totals							Invoice Transactions 3		<u>\$43,067.59</u>	
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	CMB1169-2	15-Trades Dist Garage Landscaping Serv-6/10/26-2nd Annual	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	2,417.00
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	CMB1169-3	15-Trades Dist Garage Serv-irrigation repairs/materials-06/11/26	Open		09/15/2026	09/15/2026	09/25/2026		09/25/2026	1,124.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2		<u>\$3,541.00</u>	
Program 159002 - Downtown Area Totals							Invoice Transactions 2		<u>\$3,541.00</u>	
Department 15 - HAND Totals							Invoice Transactions 5		<u>\$46,608.59</u>	
Fund 4445 - Consolidated TIF Totals							Invoice Transactions 5		<u>\$46,608.59</u>	
Grand Totals							Invoice Transactions 54		<u>\$151,849.58</u>	

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/25/26	Claims				\$151,849.58
					\$151,849.58

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 \$151,849.58

Dated this ____ day of _____ year of 20____.

I herby 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

Signed by:



09F7205C9532400...



Office of the Controller

To: Redevelopment Commission

From: Geoff McKim, Controller

Date: 09/18/2026

Subject: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 08/31/2026 to 09/13/2026. 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.

Signed by:

A handwritten signature in black ink that reads "Geoff McKim". The signature is written in a cursive, slightly stylized font.

D97562B21FB94BA...

Geoff McKim
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/18/26 - 09/18/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	09/18/2026	2,865.42		.00	297.15	175.40	41.02	79.37	57.58	186.96	2,027.94
			.00	.00	2,729.01	2,829.01	2,829.01	2,729.01	2,729.01		
		\$2,865.42	\$0.00	\$0.00	\$297.15	\$175.40	\$41.02	\$79.37	\$57.58	\$186.96	\$2,027.94
3954 Bettis, Jeremy	09/18/2026	3,694.19		.00	473.11	229.04	53.57	108.98	79.06	.00	2,750.43
			.00	.00	3,694.19	3,694.19	3,694.19	3,694.19	3,694.19		
		\$3,694.19	\$0.00	\$0.00	\$473.11	\$229.04	\$53.57	\$108.98	\$79.06	\$0.00	\$2,750.43
10000 Bixler, Daniel R 2594	09/18/2026	2,162.11		.00	184.04	128.15	29.97	59.84	43.41	133.21	1,583.49
			.00	.00	2,067.04	2,067.04	2,067.04	2,067.04	2,067.04		
		\$2,162.11	\$0.00	\$0.00	\$184.04	\$128.15	\$29.97	\$59.84	\$43.41	\$133.21	\$1,583.49
2972 Caswell, Tammy M	09/18/2026	3,031.47		.00	395.54	185.10	43.29	87.48	69.69	126.71	2,123.66
			.00	.00	2,965.39	2,985.39	2,985.39	2,965.39	2,965.39		
		\$3,031.47	\$0.00	\$0.00	\$395.54	\$185.10	\$43.29	\$87.48	\$69.69	\$126.71	\$2,123.66
10000 Collins, Barry 0111	09/18/2026	1,450.00		.00	200.77	89.90	21.03	42.78	25.38	.00	1,070.14
			.00	.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00		
		\$1,450.00	\$0.00	\$0.00	\$200.77	\$89.90	\$21.03	\$42.78	\$25.38	\$0.00	\$1,070.14
2771 Council, David R	09/18/2026	2,700.11		.00	179.58	153.01	35.78	69.60	50.49	326.98	1,884.67
			.00	.00	2,397.78	2,467.78	2,467.78	2,397.78	2,397.78		
		\$2,700.11	\$0.00	\$0.00	\$179.58	\$153.01	\$35.78	\$69.60	\$50.49	\$326.98	\$1,884.67
10000 Finley, Christina L 0187	09/18/2026	4,356.97		.00	618.17	250.04	58.48	117.54	86.09	403.09	2,823.56
			.00	.00	4,022.80	4,032.80	4,032.80	4,022.80	4,022.80		
		\$4,356.97	\$0.00	\$0.00	\$618.17	\$250.04	\$58.48	\$117.54	\$86.09	\$403.09	\$2,823.56
3955 Hampton, Sean R	09/18/2026	2,534.81		.00	121.04	149.18	34.89	70.98	51.49	128.67	1,978.56
			.00	.00	2,406.14	2,406.14	2,406.14	2,406.14	2,406.14		
		\$2,534.81	\$0.00	\$0.00	\$121.04	\$149.18	\$34.89	\$70.98	\$51.49	\$128.67	\$1,978.56
2393 Hayes, Chastina J	09/18/2026	2,865.42		.00	230.32	166.22	38.87	77.61	46.04	318.76	1,987.60
			.00	.00	2,630.87	2,680.87	2,680.87	2,630.87	2,630.87		
		\$2,865.42	\$0.00	\$0.00	\$230.32	\$166.22	\$38.87	\$77.61	\$46.04	\$318.76	\$1,987.60
			\$0.00	\$0.00	\$2,630.87	\$2,680.87	\$2,680.87	\$2,630.87	\$2,630.87		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/18/26 - 09/18/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3496 Hershman, Felicia J	09/18/2026	2,078.69		.00	155.28	124.34	29.08	59.16	42.92	116.92	1,550.99
			.00	.00	2,005.51	2,005.51	2,005.51	2,005.51	2,005.51		
		\$2,078.69	\$0.00	\$0.00	\$155.28	\$124.34	\$29.08	\$59.16	\$42.92	\$116.92	\$1,550.99
3183 Hyten LaFontaine, Stephanie L	09/18/2026	3,920.42		.00	455.45	240.13	56.16	95.72	69.44	637.27	2,366.25
			.00	.00	3,283.15	3,873.15	3,873.15	3,283.15	3,283.15		
		\$3,920.42	\$0.00	\$0.00	\$455.45	\$240.13	\$56.16	\$95.72	\$69.44	\$637.27	\$2,366.25
3306 Killion-Hanson, Anna	09/18/2026	4,792.00		.00	302.06	282.45	66.06	134.39	97.49	236.36	3,673.19
			.00	.00	4,555.64	4,555.64	4,555.64	4,555.64	4,555.64		
		\$4,792.00	\$0.00	\$0.00	\$302.06	\$282.45	\$66.06	\$134.39	\$97.49	\$236.36	\$3,673.19
1516 Liford, Kenneth T	09/18/2026	2,865.42		.00	232.10	177.65	41.55	83.65	60.68	57.30	2,212.49
			.00	.00	2,835.42	2,865.42	2,865.42	2,835.42	2,835.42		
		\$2,865.42	\$0.00	\$0.00	\$232.10	\$177.65	\$41.55	\$83.65	\$60.68	\$57.30	\$2,212.49
2557 Radewan, Tonda L	09/18/2026	2,162.11		.00	157.05	126.19	29.51	58.46	42.41	141.85	1,606.64
			.00	.00	2,020.26	2,035.26	2,035.26	2,020.26	2,020.26		
		\$2,162.11	\$0.00	\$0.00	\$157.05	\$126.19	\$29.51	\$58.46	\$42.41	\$141.85	\$1,606.64
1378 Sandweiss, Noah S	09/18/2026	3,241.84		.00	432.88	197.19	46.12	92.69	67.24	381.23	2,024.49
			.00	.00	3,180.57	3,180.57	3,180.57	3,180.57	3,180.57		
		\$3,241.84	\$0.00	\$0.00	\$432.88	\$197.19	\$46.12	\$92.69	\$67.24	\$381.23	\$2,024.49
10000 Stong, Mary J 0471	09/18/2026	2,865.42		.00	300.70	161.50	37.77	76.10	55.21	436.20	1,797.94
			.00	.00	2,579.77	2,604.77	2,604.77	2,579.77	2,579.77		
		\$2,865.42	\$0.00	\$0.00	\$300.70	\$161.50	\$37.77	\$76.10	\$55.21	\$436.20	\$1,797.94
504 Swinney, Matthew P	09/18/2026	3,920.42		.00	669.76	243.75	57.01	115.53	83.81	47.32	2,703.24
			.00	.00	3,916.40	3,931.40	3,931.40	3,916.40	3,916.40		
		\$3,920.42	\$0.00	\$0.00	\$669.76	\$243.75	\$57.01	\$115.53	\$83.81	\$47.32	\$2,703.24
3781 Tamewitz, Steven W	09/18/2026	2,865.42		.00	283.06	170.81	39.95	73.74	53.49	365.85	1,878.52
			.00	.00	2,499.57	2,754.96	2,754.96	2,499.57	2,499.57		
		\$2,865.42	\$0.00	\$0.00	\$283.06	\$170.81	\$39.95	\$73.74	\$53.49	\$365.85	\$1,878.52
			\$0.00	\$0.00	\$2,499.57	\$2,754.96	\$2,754.96	\$2,499.57	\$2,499.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/18/26 - 09/18/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2477 Toothman, Cody B	09/18/2026	3,920.42		.00	269.28	232.10	54.29	109.30	77.64	186.13	2,991.68
			.00	.00	3,743.57	3,743.57	3,743.57	3,743.57	3,743.57		
		\$3,920.42		\$0.00	\$269.28	\$232.10	\$54.29	\$109.30	\$77.64	\$186.13	\$2,991.68
			\$0.00	\$0.00	\$3,743.57	\$3,743.57	\$3,743.57	\$3,743.57	\$3,743.57		
2305 Van Rooy, Angela L	09/18/2026	4,272.03		.00	496.18	245.35	57.38	109.36	79.34	640.65	2,643.77
			.00	.00	3,707.28	3,957.28	3,957.28	3,707.28	3,707.28		
		\$4,272.03		\$0.00	\$496.18	\$245.35	\$57.38	\$109.36	\$79.34	\$640.65	\$2,643.77
			\$0.00	\$0.00	\$3,707.28	\$3,957.28	\$3,957.28	\$3,707.28	\$3,707.28		
728 Wright, Edward E	09/18/2026	2,162.11		.00	190.71	121.35	28.38	77.74	54.25	243.07	1,446.61
			.00	.00	1,957.18	1,957.18	1,957.18	1,957.18	1,957.18		
		\$2,162.11		\$0.00	\$190.71	\$121.35	\$28.38	\$77.74	\$54.25	\$243.07	\$1,446.61
			\$0.00	\$0.00	\$1,957.18	\$1,957.18	\$1,957.18	\$1,957.18	\$1,957.18		
HAND - Housing & Neighborhood Dev		\$64,726.80		\$0.00	\$6,644.23	\$3,848.85	\$900.16	\$1,800.02	\$1,293.15	\$5,114.53	\$45,125.86
			\$0.00	\$0.00	\$60,647.54	\$62,077.93	\$62,077.93	\$60,647.54	\$60,647.54		
Grand Totals		\$64,726.80		\$0.00	\$6,644.23	\$3,848.85	\$900.16	\$1,800.02	\$1,293.15	\$5,114.53	\$45,125.86
			\$0.00	\$0.00	\$60,647.54	\$62,077.93	\$62,077.93	\$60,647.54	\$60,647.54		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/18/2026	Payroll				64,726.80
					<u>64,726.80</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 64,726.80

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 Officer _____



Office of the Controller

To: Redevelopment Commission

From: Geoff McKim, Controller

Date: 10/02/2026

Subject: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 09/14/2026 to 09/27/2026. 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.

Signed by:

A handwritten signature in black ink that reads "Geoff McKim". The signature is written in a cursive, flowing style.

D97582B21FB94BA...

Geoff McKim
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/02/26 - 10/02/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	10/02/2026	2,865.42		.00	297.15	175.40	41.02	79.37	57.58	186.96	2,027.94
			.00	.00	2,729.01	2,829.01	2,829.01	2,729.01	2,729.01		
		\$2,865.42	\$0.00	\$0.00	\$297.15	\$175.40	\$41.02	\$79.37	\$57.58	\$186.96	\$2,027.94
3954 Bettis, Jeremy	10/02/2026	3,694.19		.00	473.11	229.04	53.56	108.98	79.06	.00	2,750.44
			.00	.00	3,694.19	3,694.19	3,694.19	3,694.19	3,694.19		
		\$3,694.19	\$0.00	\$0.00	\$473.11	\$229.04	\$53.56	\$108.98	\$79.06	\$0.00	\$2,750.44
10000 Bixler, Daniel R 2594	10/02/2026	2,162.12		.00	184.05	128.16	29.97	59.84	43.41	133.21	1,583.48
			.00	.00	2,067.05	2,067.05	2,067.05	2,067.05	2,067.05		
		\$2,162.12	\$0.00	\$0.00	\$184.05	\$128.16	\$29.97	\$59.84	\$43.41	\$133.21	\$1,583.48
2972 Caswell, Tammy M	10/02/2026	3,031.46		.00	395.54	185.09	43.29	87.48	69.69	126.71	2,123.66
			.00	.00	2,965.38	2,985.38	2,985.38	2,965.38	2,965.38		
		\$3,031.46	\$0.00	\$0.00	\$395.54	\$185.09	\$43.29	\$87.48	\$69.69	\$126.71	\$2,123.66
10000 Collins, Barry 0111	10/02/2026	1,450.00		.00	200.77	89.90	21.02	42.78	25.38	.00	1,070.15
			.00	.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00		
		\$1,450.00	\$0.00	\$0.00	\$200.77	\$89.90	\$21.02	\$42.78	\$25.38	\$0.00	\$1,070.15
2771 Council, David R	10/02/2026	2,700.11		.00	179.58	153.00	35.78	69.60	50.49	326.98	1,884.68
			.00	.00	2,397.78	2,467.78	2,467.78	2,397.78	2,397.78		
		\$2,700.11	\$0.00	\$0.00	\$179.58	\$153.00	\$35.78	\$69.60	\$50.49	\$326.98	\$1,884.68
10000 Finley, Christina L 0187	10/02/2026	4,356.96		.00	618.17	250.03	58.48	117.54	86.09	403.09	2,823.56
			.00	.00	4,022.79	4,032.79	4,032.79	4,022.79	4,022.79		
		\$4,356.96	\$0.00	\$0.00	\$618.17	\$250.03	\$58.48	\$117.54	\$86.09	\$403.09	\$2,823.56
3955 Hampton, Sean R	10/02/2026	2,534.81		.00	121.04	149.18	34.89	70.98	51.49	128.67	1,978.56
			.00	.00	2,406.14	2,406.14	2,406.14	2,406.14	2,406.14		
		\$2,534.81	\$0.00	\$0.00	\$121.04	\$149.18	\$34.89	\$70.98	\$51.49	\$128.67	\$1,978.56
2393 Hayes, Chastina J	10/02/2026	2,865.42		.00	230.32	166.21	38.87	77.61	46.04	318.76	1,987.61
			.00	.00	2,630.87	2,680.87	2,680.87	2,630.87	2,630.87		
		\$2,865.42	\$0.00	\$0.00	\$230.32	\$166.21	\$38.87	\$77.61	\$46.04	\$318.76	\$1,987.61
			\$0.00	\$0.00	\$2,630.87	\$2,680.87	\$2,680.87	\$2,630.87	\$2,630.87		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/02/26 - 10/02/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3496 Hershman, Felicia J	10/02/2026	2,078.68		.00	155.28	124.34	29.08	59.16	42.92	116.92	1,550.98
			.00	.00	2,005.50	2,005.50	2,005.50	2,005.50	2,005.50		
		\$2,078.68	\$0.00	\$0.00	\$155.28	\$124.34	\$29.08	\$59.16	\$42.92	\$116.92	\$1,550.98
3183 Hyten LaFontaine, Stephanie L	10/02/2026	1,249.63		.00	32.39	74.55	17.43	16.93	12.28	637.27	458.78
			.00	.00	612.36	1,202.36	1,202.36	612.36	612.36		
		\$1,249.63	\$0.00	\$0.00	\$32.39	\$74.55	\$17.43	\$16.93	\$12.28	\$637.27	\$458.78
3306 Killion-Hanson, Anna	10/02/2026	4,792.00		.00	302.06	282.44	66.06	134.39	97.49	236.36	3,673.20
			.00	.00	4,555.64	4,555.64	4,555.64	4,555.64	4,555.64		
		\$4,792.00	\$0.00	\$0.00	\$302.06	\$282.44	\$66.06	\$134.39	\$97.49	\$236.36	\$3,673.20
1516 Liford, Kenneth T	10/02/2026	2,865.42		.00	232.10	177.66	41.55	83.65	60.68	57.30	2,212.48
			.00	.00	2,835.42	2,865.42	2,865.42	2,835.42	2,835.42		
		\$2,865.42	\$0.00	\$0.00	\$232.10	\$177.66	\$41.55	\$83.65	\$60.68	\$57.30	\$2,212.48
2557 Radewan, Tonda L	10/02/2026	2,162.11		.00	157.05	126.18	29.52	58.46	42.41	141.85	1,606.64
			.00	.00	2,020.26	2,035.26	2,035.26	2,020.26	2,020.26		
		\$2,162.11	\$0.00	\$0.00	\$157.05	\$126.18	\$29.52	\$58.46	\$42.41	\$141.85	\$1,606.64
1378 Sandweiss, Noah S	10/02/2026	3,241.85		.00	432.88	197.20	46.12	92.69	67.24	381.23	2,024.49
			.00	.00	3,180.58	3,180.58	3,180.58	3,180.58	3,180.58		
		\$3,241.85	\$0.00	\$0.00	\$432.88	\$197.20	\$46.12	\$92.69	\$67.24	\$381.23	\$2,024.49
10000 Stong, Mary J 0471	10/02/2026	2,865.42		.00	300.70	161.50	37.77	76.10	55.21	436.20	1,797.94
			.00	.00	2,579.77	2,604.77	2,604.77	2,579.77	2,579.77		
		\$2,865.42	\$0.00	\$0.00	\$300.70	\$161.50	\$37.77	\$76.10	\$55.21	\$436.20	\$1,797.94
504 Swinney, Matthew P	10/02/2026	3,920.42		.00	669.76	243.75	57.01	115.53	83.81	47.32	2,703.24
			.00	.00	3,916.40	3,931.40	3,931.40	3,916.40	3,916.40		
		\$3,920.42	\$0.00	\$0.00	\$669.76	\$243.75	\$57.01	\$115.53	\$83.81	\$47.32	\$2,703.24
3781 Tamewitz, Steven W	10/02/2026	2,865.42		.00	283.06	170.81	39.94	73.74	53.49	365.85	1,878.53
			.00	.00	2,499.57	2,754.96	2,754.96	2,499.57	2,499.57		
		\$2,865.42	\$0.00	\$0.00	\$283.06	\$170.81	\$39.94	\$73.74	\$53.49	\$365.85	\$1,878.53
			\$0.00	\$0.00	\$2,499.57	\$2,754.96	\$2,754.96	\$2,499.57	\$2,499.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/02/26 - 10/02/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2477 Toothman, Cody B	10/02/2026	3,920.42		.00	269.28	232.10	54.28	109.30	77.64	186.13	2,991.69
			.00	.00	3,743.57	3,743.57	3,743.57	3,743.57	3,743.57		
		\$3,920.42		\$0.00	\$269.28	\$232.10	\$54.28	\$109.30	\$77.64	\$186.13	\$2,991.69
			\$0.00	\$0.00	\$3,743.57	\$3,743.57	\$3,743.57	\$3,743.57	\$3,743.57		
2305 Van Rooy, Angela L	10/02/2026	4,272.04		.00	496.18	245.35	57.38	109.37	79.34	640.65	2,643.77
			.00	.00	3,707.29	3,957.29	3,957.29	3,707.29	3,707.29		
		\$4,272.04		\$0.00	\$496.18	\$245.35	\$57.38	\$109.37	\$79.34	\$640.65	\$2,643.77
			\$0.00	\$0.00	\$3,707.29	\$3,957.29	\$3,957.29	\$3,707.29	\$3,707.29		
728 Wright, Edward E	10/02/2026	2,162.12		.00	190.71	121.34	28.37	77.74	54.25	243.07	1,446.64
			.00	.00	1,957.19	1,957.19	1,957.19	1,957.19	1,957.19		
		\$2,162.12		\$0.00	\$190.71	\$121.34	\$28.37	\$77.74	\$54.25	\$243.07	\$1,446.64
			\$0.00	\$0.00	\$1,957.19	\$1,957.19	\$1,957.19	\$1,957.19	\$1,957.19		
HAND - Housing & Neighborhood Dev		\$62,056.02		\$0.00	\$6,221.18	\$3,683.23	\$861.39	\$1,721.24	\$1,235.99	\$5,114.53	\$43,218.46
			\$0.00	\$0.00	\$57,976.76	\$59,407.15	\$59,407.15	\$57,976.76	\$57,976.76		
Grand Totals		\$62,056.02		\$0.00	\$6,221.18	\$3,683.23	\$861.39	\$1,721.24	\$1,235.99	\$5,114.53	\$43,218.46
			\$0.00	\$0.00	\$57,976.76	\$59,407.15	\$59,407.15	\$57,976.76	\$57,976.76		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/2/2026	Payroll				62,056.02
					<u>62,056.02</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 62,056.02

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 Officer _____

**RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION**

**CONFIRMING A DECLARATORY RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION
DESIGNATING AND DECLARING A CERTAIN AREA AS AN
ECONOMIC DEVELOPMENT AREA,
(HOPEWELL SOUTH EDA)**

**APPROVING AN ECONOMIC DEVELOPMENT PLAN FOR SAID AREA,
ESTABLISHING A RESIDENTIAL HOUSING PROGRAM IN SAID AREA AND
REGARDING RELATED MATTERS**

WHEREAS, the City of Bloomington Redevelopment Commission (the “Commission”), the governing body of the City of Bloomington, Indiana, Department of Redevelopment (the “Department”) and the City of Bloomington Redevelopment District (the “District”) exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the “Act”);

WHEREAS, on August 3, 2026, the Commission approved and adopted its Resolution No. 26-18 (the “Declaratory Resolution”) designating an area known as the Hopewell South Economic Development Area (the “Area”) as an economic development area pursuant to Section 41 of the Act, and designating such area as an allocation area (the “Allocation Area”) pursuant to Sections 39 and 56 of the Act, approving an economic development plan for the Area (the “Plan”), and establishing, as a component of the Plan, a residential housing development program pursuant to Section 53 of the Act;

WHEREAS, on August 10, 2026, the City of Bloomington Advisory Plan Commission (the “Plan Commission”) met and adopted and approved Resolution ZO2026-08-0011 determining that the Declaratory Resolution and the Plan conform to the plan of development for the City of Bloomington, Indiana (the “City”), and designated such resolution as the written order of the Plan Commission approving the Declaratory Resolution and the Plan, as required by Section 16 of the Act (the “Plan Commission Order”);

WHEREAS, on September 16, 2026, pursuant to Section 16(b) and 41(c) of the Act, the Common Council of the City of Bloomington adopted Resolution No. 2026-19 approving the Declaratory Resolution, the Plan and the Plan Commission Order;

WHEREAS, the Commission recognizes that the Area will be removed from the Consolidated TIF when brought into the Area;

WHEREAS, pursuant to Section 17 of the Act, the Commission caused to be published a Notice of Public Hearing with respect to the Declaratory Resolution and Plan and filed a

copy of said Notice in the offices of all departments, bodies or officers of the City having to do with City planning, variances from zoning ordinances, land use or the issuance of building permits;

WHEREAS, pursuant to Section 17 of the Act, the Commission also filed with each taxing unit located wholly or partially within the Allocation Area a copy of the Notice of Public Hearing and a statement disclosing the impact of the area;

WHEREAS, at the hearing (the “Public Hearing”) held by the Commission on October 5, 2026, the Commission heard all persons interested in the proceedings and considered any written remonstrances that were filed and all evidence presented;

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed development projects for the Area set forth in the Plan and confirming the Declaratory Resolution, in accordance with Section 17 of the Act.

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

1. After considering the evidence presented at the Public Hearing, the Commission hereby confirms the findings and determinations, designations and approving and adopting actions contained in the Declaratory Resolution.
2. After considering the evidence presented at the Public Hearing, the Commission hereby finds and determines that it will be of public utility and benefit to proceed with the proposed projects set forth in the Plan, and the Plan is hereby approved in all respects.
3. The Declaratory Resolution, as amended, is hereby confirmed.
4. This Resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the proposed projects and confirming the Declaratory Resolution, as amended, pertaining to the Area.
5. The Secretary of the Commission is directed to file and record the final action taken by the Commission pursuant to the requirements of Sections 17(d) of the Act.
6. The Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

ADOPTED THIS 5TH DAY OF OCTOBER, 2026.

Signatures on Following Page

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Vice President

Secretary

Member

Member

**RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION**

**CONFIRMING THE AMENDING OF THE DECLARATORY RESOLUTION OF THE
CONSOLIDATED ECONOMIC DEVELOPMENT AREA AND THE
CONSOLIDATE ECONOMIC DEVELOPMENT PLAN
REMOVING CERTAIN RESIDENTIAL PARCELS
AND REGARDING RELATED MATTERS**

- WHEREAS, the City of Bloomington Redevelopment Commission (the “Commission”), the governing body of the City of Bloomington, Indiana, Department of Redevelopment (the “Department”) and the City of Bloomington Redevelopment District (the “District”) exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the “Act”);
- WHEREAS, on August 3, 2026, the Commission approved and adopted its Resolution No. 26-53 (the “Amending Declaratory Resolution”) removing certain ineligible residential parcels from the Consolidated Economic Development Area and the Consolidated Economic Development Plan;
- WHEREAS, on August 10, 2026, the City of Bloomington Advisory Plan Commission (the “Plan Commission”) met and adopted and approved Resolution ZO2026-08-0012 determining that the Amending Declaratory Resolution and Plan conform to the plan of development for the City of Bloomington, Indiana (the “City”), and designated such resolution as the written order of the Plan Commission approving the Amending Declaratory Resolution and Plan, as required by Section 16 of the Act (the “Plan Commission Order”);
- WHEREAS, on September 16, 2026, pursuant to Section 16(b) and 41(c) of the Act, the Common Council of the City of Bloomington adopted Resolution No. 2026-18 approving the Amending Declaratory Resolution, the Plan and the Plan Commission Order;
- WHEREAS, pursuant to Section 17 of the Act, the Commission caused to be published a Notice of Public Hearing with respect to the Amending Declaratory Resolution and Plan and filed a copy of said Notice in the offices of all departments, bodies or officers of the City having to do with City planning, variances from zoning ordinances, land use or the issuance of building permits;
- WHEREAS, pursuant to Section 17 of the Act, the Commission also filed with each taxing unit located wholly or partially within the Allocation Area a copy of the Notice of Public Hearing and a statement disclosing the impact of the area;

WHEREAS, at the hearing (the “Public Hearing”) held by the Commission on October 5, 2026, the Commission heard all persons interested in the proceedings and considered any written remonstrances that were filed and all evidence presented;

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed development projects for the Area set forth in the Plan and confirming the Amending Declaratory Resolution, in accordance with Section 17 of the Act.

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

1. After considering the evidence presented at the Public Hearing, the Commission hereby confirms the findings and determinations, designations and approving and adopting actions contained in the Amending Declaratory Resolution.
2. After considering the evidence presented at the Public Hearing, the Commission hereby finds and determines that it will be of public utility and benefit to proceed with the proposed projects set forth in the amended Plan, and the Plan is hereby approved in all respects.
3. The Amending Declaratory Resolution, as amended, is hereby confirmed.
4. This Resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the proposed projects and confirming the Amending Declaratory Resolution pertaining to the Area.
5. The Secretary of the Commission is directed to file and record the final action taken by the Commission pursuant to the requirements of Sections 17(d) of the Act.
6. The Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

ADOPTED THIS 5TH DAY OF OCTOBER, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Vice President

Secretary

Member

Member

**RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION**

**APPROVAL OF AMENDMENT NO. 2 TO THE
AGREEMENT WITH FLINTLOCK LTD. CO.
FOR ADDITIONAL SERVICES RELATED TO THE CREATION OF A
PLANNED UNIT DEVELOPMENT (PUD) FOR HOPEWELL SOUTH**

- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), and element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site;
- WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31;
- WHEREAS, in Resolution 23-73, the RDC authorized the public offering of Hopewell South Blocks 9 and 10;
- WHEREAS, a second, revised, updated offer authorized by the RDC for public offering of Hopewell South Blocks 9 and 10;
- WHEREAS, by Resolution 25-84, any and all bids for Hopewell South Blocks 9 and 10 as they did not appropriately serve the goals and vision for Blocks 9 and 10 of Hopewell South;
- WHEREAS, the RDC had determined that a different course of action for Blocks 9 and 10 of Hopewell South is necessary as the existing plan is not achievable;
- WHEREAS, by Resolution 25-85 the RDC entered into an Agreement with Flintlock Ltd. Co. for a new comprehensive and coordinated design of Blocks 9 and 10 of Hopewell South at a cost not to exceed Three Hundred Thousand Dollars (\$300,000.00);
- WHEREAS, by Resolution 25-130 the RDC approved Amendment No. 1 to the Flintlock Ltd. Co. Agreement for additional services related to the creation of a Planned Unit Development (PUD) for a not to exceed fee of One Hundred Forty-Five Thousand Five Hundred Dollars (\$145,500.00);
- WHEREAS, there is public utility in converting the design for two Type B accessible plans (Gardenia and Egret) to Type A (Indiana ANSI A117.1 2009) accessible plans, which have more stringent requirements and will require moving walls around to

meet all the clearance requirements, which change incurs an additional design work in amount not to exceed Six Thousand Dollars (\$6,000.00); and,

WHEREAS, the RDC has determined that the payment for such services is an appropriate use of TIF funds and will further the public’s best interests and redevelopment of Hopewell South.

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

1. The Redevelopment Commission reaffirms its support for the Hopewell South Planned Unit Development (PUD).
2. The Redevelopment Commission finds that the proposal by Flintlock Ltd. Co., in an amount not to exceed Six Thousand Dollars (\$6,000.00) is an appropriate use of TIF funds and shall be paid from Fund 4445-15-159001-53990.
3. The Redevelopment Commission finds that Amendment No. 2 with Flintlock Ltd. Co. in Attachment A will further the public’s best interests and redevelopment of Hopewell South and is hereby approved.
4. The Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Attachment A

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
FLINTLOCK LTD. CO.
FOR
ADDITIONAL SERVICES RELATED TO THE CREATION OF A
PLANNED UNIT DEVELOPMENT (PUD) FOR HOPEWELL SOUTH**

This Amendment No. 2 to the Agreement (Amendment No. 2), entered into on this 5th day of October, 2026, by and between the Bloomington Redevelopment Commission (“RDC”), and Flintlock Ltd. Co. (“Contractor”) (collectively the “Parties”).

AMENDMENTS

The following is added to Section 1:

In addition, Contractor shall convert the design for two Type B accessible plans (Gardenia and Egret) to Type A (Indiana ANSI A117.1 2009) accessible plans (“Additional Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Agreement Standard of Care.

The following is added to Section 3:

Upon completion of all Additional Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed the amount of Six Thousand Dollars (\$6,000.00) under same terms and conditions of the original Agreement.

All other terms and conditions of the original Agreement are still in full force and effect.

The rest of this page intentionally left blank.

Attachment A

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

Bloomington Redevelopment Commission
BY:

Flintlock Ltd. Co.
BY:

Sue Sgambulleri, Vice President

Allison Quinlan, Principal and Project Lead

ATTEST:

Date

John West, Secretary

Date

26-65
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF SECOND ADDENDUM TO THE
PRELIMINARY DESIGN CONTRACT FOR HOPEWELL SOUTH

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”);
- WHEREAS, in Resolution 25-152, the RDC approved the conceptual design of Hopewell South blocks 8, 9, and 10 for rezoning to a Planned Unit Development (“PUD”);
- WHEREAS, the project required some preliminary design work to support the redevelopment on that portion of the site, including survey and subdivision of the property, as well as the design of the necessary infrastructure for the proposed development (“Services”);
- WHEREAS, in Resolution 26-05, the RDC approved an Agreement with CrossRoad Engineers to perform the Services for an amount not to exceed Four Hundred Twenty-Four Thousand Two Hundred Dollars (\$424,200.00) (“Agreement”) for such Services;
- WHEREAS, additional survey and geotechnical work was essential to completing the project, including a proposed water main along Wylie Street to replace an existing main, believed to have been installed in 1937, that will provide reliable water service for the project and surrounding community and also additional proposed stormwater detention that will ensure the project is in compliance with city standards and will reduce the likelihood of flooding downstream of the project;
- WHEREAS, in Resolution 26-27, the RDC approved the First Addendum to the Agreement in the with CrossRoad Engineers to perform the additional services for an amount not to exceed Thirty-Nine Thousand Dollars (\$39,000.00);
- WHEREAS, an upcoming task for the project is the development of individual plot plans necessary for individual site plan approvals and building permits within the Hopewell South development that require plot plans to be developed by a civil engineer/surveyor;
- WHEREAS, CrossRoad Engineers’ familiarity with the project and ability to develop the plot plans cost effectively for the RDC, they were selected to develop the required plot plans for an amount not-to-exceed Fifty-Eight Thousand Six Hundred Nine Dollars and Thirty Cents (\$58,609.30), bringing the total Agreement to a not to exceed amount of Five Hundred Twenty-One Thousand Eight Hundred Nine Dollars and Thirty Cents (\$521,809.30), which is to be memorialized in the Second Addendum to the Agreement attached to this Resolution as Exhibit A;

WHEREAS, the Board of Public Works is to consider the Second Addendum to the Agreement at their April 22, 2026, meeting; and,

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the additional services pursuant to the terms of the Agreement.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC hereby approves the Second Addendum to the Agreement, attached hereto as Exhibit A and authorizes the City of Bloomington to expend an additional amount not to exceed Fifty-Eight Thousand Six Hundred Nine Dollars and Thirty Cents (\$58,609.30), bringing the total Agreement to a not to exceed amount of Five Hundred Twenty-One Thousand Eight Hundred Nine Dollars and Thirty Cents (\$521,809.30) to pay for the Services, to be payable in accordance with the terms of the Agreement ("Payment").
4. The Payment authorized above may be made from the Consolidated TIF, Fund 4445-15-159001-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2027.
6. The RDC delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Staff Report: Hopewell South - CrossRoad Engineers, P.C. Preliminary Engineering Contract Amendment #2

To: Redevelopment Commission

Petitioner or Representative: City of Bloomington Engineering Department

Staff Representative: Kendall Knoke

Meeting Date: September 14, 2026

Re: Hopewell South - CrossRoad Engineers, P.C. Preliminary Engineering Contract Amendment #2

Summary

CrossRoad Engineers, P.C. is the preliminary engineering consultant for the Hopewell South project and under their current contract (originally entered into on January 27, 2026 and amended on April 23, 2026) is responsible for the platting, design, and bid document development of the Hopewell South project. An upcoming task for the project is the development of individual plot plans necessary for individual site plan approvals and building permits within the Hopewell South development. These approvals are facilitated by Range, an architectural consultant, but they require that the plot plans be developed by a civil engineer/surveyor. Due to CrossRoad Engineer's familiarity with the project and ability to develop the plot plans cost effectively for the city, they were selected to develop the required plot plans. The existing not-to-exceed contract amount is \$463,200.00. This contract amendment would increase the not-to-exceed contract amount by \$58,609.30 to \$521,809.30. Funding source: 4445-15-159001-53990 Adam's Crossing Area Consolidated TIF. This contract amendment is also being brought to the board of public works for approval - this is a funding request from the RDC.

Second Addendum To Agreement For Consulting Services For Hopewell South With Crossroad Engineers, PC

This Second Addendum supplements the Agreement for Consulting Services with CrossRoad Engineers, PC (“Agreement”) for the Hopewell South project which was entered into on January 27, 2026 and amended on April 23, 2026 as follows:

1. See Article 1. Scope of Service, Article 4. Compensation, Exhibit A Scope of Work and Exhibit B Compensation: The City shall pay CrossRoad, PC an amount not to exceed \$58,609.30 for the additional Engineering Services as described in Attachments 1 and 2. The not to exceed amount for the entire project shall be \$521,809.30. Exhibits A and B are hereby amended to add Attachments 1 and 2.
2. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Second Addendum to be executed on the day and year last written below.

CITY OF BLOOMINGTON

BY:

CROSSROAD ENGINEERS, PC

BY:

Member, Board of Public Works

(Name Signed)

Date

Date

Director, Engineering Department

(Name Printed)

Date

(Title)

Margie Rice, Corporation Counsel

Date

Attachment 1

SCOPE OF SERVICES SUPPLEMENT NO. 2

The CONSULTANT shall be responsible for performing the following additional activities:

- A. **Plot Plans** – CONSULTANT shall produce individual site plot plans as requested for use in building permitting according to City of Bloomington requirements for the Hopewell South approved plat prepared by our team. We assume all architectural information will be provided in AutoCAD format for our use by others. This work excludes all work associated with the application preparation and review, agency coordination, utility coordination, construction staking and administration, and any layout and grading revisions after the final plot plan deliverable. We plan one coordination meeting with the architect and planning firm for initial plot plan layout details. We also plan for a review of the initial plot plan layout and will provide a final plot plan incorporating the review comments received during that review. We will provide an individual plot plan in .PDF format as the final deliverable.

Attachment 2

Compensation Supplement No. 2

The CONSULTANT shall be paid for the following additional work performed under this Agreement on a lump sum basis in accordance with the following schedules:

Road Design and Plan Preparation	\$915.77 each
Plot Plans (EACH) x 64 lots	\$58,609.30
Total Section	\$58,609.30

26-66
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF SCOPE OF WORK FOR
VET ENVIRONMENTAL ENGINEERING LLC AT
SHOWERS WEST

WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Bloomington Redevelopment Commission ("RDC") is vested with the power to acquire real property;

WHEREAS, by Resolution 22-49, the RDC approved a purchase agreement for the acquisition of property located at 320 West Eighth Street, often referred to as Showers West;

WHEREAS, there was a roof leak that was repaired but not before water infiltration caused some mold damage in Suite 220;

WHEREAS, the Public Works Facilities Department worked with VET Environmental Engineering LLC and air testing led to mold remediation and fog treatment and followup air testing;

WHEREAS, the amount of said scope of work came to Five Thousand Eighty-Five Dollars and Three Cents (\$5,085.03) as shown in Attachment 1; and,

WHEREAS, the RDC finds that the services provided by VET Environmental Engineering LLC were necessary and proper and that there are sufficient funds in Fund Account Number 2519-15-150000-53990 to pay for this expenditure.

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

1. The Bloomington Redevelopment Commission hereby approves the scope of work included with this Resolution as Attachment 1, in the amount of Five Thousand Eighty-Five Dollars and Three Cents (\$5,085.03).
2. The payment authorized above may be made from the Bloomington Redevelopment Commission's Fund Account Number 2519-15-150000-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the Bloomington Redevelopment Commission's claims process.
3. Unless extended by the Bloomington Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2026.

4. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

VET Environmental Engineering, LLC
2335 West Fountain Drive
Bloomington, IN 47404

Invoice

Date	Invoice #
9/15/2026	9754

Bill To
JD Boruff City of Bloomington Public Works 401 N Morton Street Bloomington, IN 47404

Project	Terms
26-139 CBU DPW Fire Chief Office Mold	Net 30

Date	Item	Quantity	Description	Rate	Amount
9/15/2026	Professional Services	1	Targeted Mold Remediation and Fog Treatment - 401 North Morton Street, Suite 220	5,085.03	5,085.03
Thank you for your business.				Total	\$5,085.03

**RESOLUTION OF THE
REDEVELOPMENT COMMISSION OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF SECOND AMENDMENT TO THE AGREEMENT WITH
MOTHER NATURE LANDSCAPING, INC. FOR
LANDSCAPING SERVICES AT THE
TRADES DISTRICT AND TRADES DISTRICT GARAGE**

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District; and

WHEREAS, the RDC has determined that the landscaping upkeep (“Services”) of the newly renovated infrastructure in the CTP’s Trades District and the Trades District Garage should reflect the quality of the structures and activities which occur in the Trades District and the Trades District Garage;

WHEREAS, in Resolution 25-90, the RDC entered into an Agreement with Mother Nature Landscaping, Inc. was the lowest responsive and responsible bidder at Nineteen Thousand Two Hundred and Seventy-Five Dollars (\$19,275.00);

WHEREAS, by Resolution 26-28, the RDC approved work related to mitigation of damages of tree grates and electrical boxes due to tree overgrowth in the First Amendment to the Agreement in an amount not to exceed Twenty Thousand Eight Hundred Fifty Dollars and Seventy Cents (\$20,850.70);

WHEREAS, there is currently the need to replace six street trees within the Trades District that have died and the sidewalk openings for them have construction cones which do not reflect well on the Trades District, there are issues with the irrigation systems requiring repair, and there is one area where low hanging limbs are obstructing delivery truck access and another where they are a pedestrian issue and these concerns must be addressed (“Additional Services”);

WHEREAS, City Staff have negotiated the terms of a Second Amendment to the Agreement with Mother Nature Landscaping, Inc. in an amount not to exceed Ten Thousand Nine Hundred Fifty Dollars (\$10,950.00), and said Second Amendment to the Agreement is attached hereto as Attachment 1; and,

WHEREAS, the RDC has available funds to pay for the Additional Services from Fund Account Number 4445-15-159002-53990.

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

1. The Bloomington Redevelopment Commission finds the above-described expenditures to be an appropriate use of the available funds, and finds that the landscaping services serve the public's best interest.
2. The Bloomington Redevelopment Commission hereby approves the First Amendment to the Agreement appended to this Resolution as Attachment 1 and authorizes funding for the agreement from Fund Account Number 4445-15-159002-53990 in an amount not to exceed Ten Thousand Nine Hundred Fifty Dollars (\$10,950.00).
3. The funding authorization contained in this Resolution shall terminate on January 31, 2027, for services performed on or before December 31, 2026, unless extended by the Bloomington Redevelopment Commission in advance.
4. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Attachment 1

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
MOTHER NATURE LANDSCAPING, INC. FOR
LANDSCAPING SERVICES AT THE
TRADES DISTRICT AND TRADES DISTRICT GARAGE**

THIS FIRST AMENDMENT TO THE AGREEMENT (the “Second Amendment”) is entered into by and between the City of Bloomington Redevelopment Commission (“RDC”) and Mother Nature Landscaping, Inc. (“Contractor”) (collectively the “Parties”).

Section 1. Scope of Services. Is amended to include the following Additional Services:

Project 1:

(5) London Plane Trees 2” 375/1,875

(1) Elm Tree 2” \$375

Locations:

(1) N. Madison St (West Side Street Across from Kiln)

(1) N. Madison St (West Side Street in Front of Forge)

(1) N. Madison St (East Side Street Across from Forge)

(1) N. Madison St (East Side Street Across from Hotel Lot)

(1) Makers Way (South Side Street Behind Forge)

(1) Elm Tree (West Side N. Madison St. Across from Kiln)

Deliveries \$250

Equipment \$650

\$3,150

Labor to Install:

-Remove Brick Around Trees

-Remove Existing Dead Trees

-Install New Trees

-Re-Install Bricks

\$4,800

Project Total: \$7,950

Project 2:

Irrigation Repairs to Multiple Drip Zones Providing Irrigation to Street Trees and Planter Beds

Labor to Repair \$800

Irrigation Decoders and Supplies \$1,100

Irrigation Total: \$1,800

Attachment 1

Project 3:

Low Large Limb Removal of Large Oak in Delivery Truck Clearance Zone Across from The Mill Entry (Currently hitting delivery trucks) \$500

Project 4:

Low Limb Removal of Elms Along Makers Way to Madison \$700 (Pedestrian Concern)

Section 2. Compensation. Is amended to add that upon completion of the Additional Services, the RDC shall pay Contractor for all fees and expenses for all Additional Services herein provided in an amount not to exceed Ten Thousand Nine Hundred Fifty Dollars (\$10,950.00).

All other terms of the Agreement that are not inconsistent with this Second Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

Bloomington Redevelopment Commission
BY:

Mother Nature Landscaping, Inc.
BY:

Deborah Myerson, President

Signature

ATTEST:

Printed

John West, Secretary

Date

Date

26-68
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF ISSUANCE OF REQUEST FOR PROPOSALS FOR
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REUSE OF THE
714 SOUTH ROGERS STREET PROPERTY AND BUILDING AS THE NEW
BLOOMINGTON POLICE DEPARTMENT HEADQUARTERS AND
ASSOCIATED PUBLIC SAFETY FACILITIES AND USES

- WHEREAS, in Resolution 18-10, the Bloomington Redevelopment Commission (RDC) approved a project to envision reuse of the Legacy IU Health Bloomington Hospital Site, and authorized the City to negotiate terms of purchase for the Old Hospital Site;
- WHEREAS, the RDC approved the purchase of the Old Hospital Site in Resolution 18-31;
- WHEREAS, the Old Hospital Site includes real estate located at 714 South Rogers Street in Bloomington, Indiana (714 Property);
- WHEREAS, by Bloomington Common Council Ordinance No. 2026-06, the 714 Property was rezoned as part of a Planned Unit Development (PUD) called Hopewell South;
- WHEREAS, the Hopewell South PUD allows some flexibility to reuse the building located at the 714 Property (referred to as 714 Building);
- WHEREAS, the City of Bloomington Police Department is in need of a new location for their headquarters;
- WHEREAS, the City of Bloomington Police Department and Mayor Kerry Thomson have determined that RDC's 714 Building and 714 Property would be an ideal location for the Bloomington Police Department headquarters;
- WHEREAS, the City of Bloomington has determined that other uses by the City of Bloomington or their partners might also be suitable for the 714 Building or an expansion thereof;
- WHEREAS, by Resolution 25-43, the RDC resolved to support the investigation and due diligence of the RDC's 714 Property for the possible location of the Bloomington Police Department Headquarters and potentially other City of Bloomington or their partners uses and determined that such investigations and due diligence serve the public's best interests and certain funds were allocated for that purpose;
- WHEREAS, to ensure that any decision to proceed is informed by comprehensive evaluation, the RDC desired to engage a professional consulting firm to conduct a feasibility study of the 714 Property and, under Resolution 25-131, American Structurepoint,

Inc. (“Structurepoint”) was selected to complete a feasibility study evaluating the adaptive reuse of the 714 Property and 714 Building for potential conversion into a public safety building;

WHEREAS, Structurepoint prepared a Feasibility Study which determined that the 714 Building could possibly be reused for, or as a part of, a public safety facility and/or the 714 Property would be otherwise suitable for such use;

WHEREAS, the potential costs estimated in the Feasibility Study received were higher than expected,

WHEREAS, under Resolution 25-43, KGA ADVICON LLC was retained to review the Feasibility Study and assist in developing a budget for a project to reuse the 714 Property and, likely, the 714 Building, for public safety usage in line with projected funds available for such a project;

WHEREAS, KGA ADVICON LLC determined that the 714 Property, and likely the 714 Building, would indeed be suitable for a public safety use and provided a lesser estimate of costs, due in part to a narrowing of scope and assumptions;

WHEREAS, further discussions with Structurepoint also verified estimated costs could be lowered by narrowing the scope and assumptions to meet a lower budget, yet have a viable project;

WHEREAS, by Resolution 26-59 the RDC declared support for the Bloomington Police Department Headquarters to be stationed at the RDC’s 714 Property and reuse of the 714 Building for such use (hereinafter the Project);

WHEREAS, the RDC also declared support for the City of Bloomington or their partners to use the RDC’s 714 South Rogers Street property that is not utilized specifically by the Bloomington Police Department;

WHEREAS, the RDC further declared a commitment to support and intends to seek to obtain financial backing for the Project, in the form of bonding supported by tax increment financing (TIF) revenues, in an amount not to exceed Thirty Million Dollars (\$30,000,000);

WHEREAS, the RDC has determined that the use described above of the 714 Property and 714 Building would benefit public health, safety, morals, and welfare; increase the economic well-being of the City of Bloomington and the State; and serve to protect and increase property values;

WHEREAS, the RDC finds that the next step forward in the Project is to release a Request for Proposals (RFP) for Architectural and Engineering Services and has reviewed the RFP prepared by City Staff in Attachment 1;

WHEREAS, the RDC finds the purposes herein are consistent with expenditures of TIF revenues allowed under Indiana Code 36-7-14-12.2(a)28.

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

1. The Bloomington Redevelopment Commission hereby declares its continued support for the redevelopment and use of the 714 Property and 714 Building to be renovated and/or expanded for the new location of the Bloomington Police Department Headquarters, Central Dispatch, and potentially other City of Bloomington or their partners' uses.
2. The Bloomington Redevelopment Commission finds that the Project detailed above is consistent with the considerations and requirements of Indiana Code 36-7-14 *et. seq.*
3. The Bloomington Redevelopment Commission authorizes the release of the Request for Proposals for Architectural and Engineering Services in Attachment 1 per the schedule therein.
4. The Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Request for Proposals (RFP) Architectural and Engineering Services

RFP Timeline

RFP issuance: October 6, 2026

Optional site tour #1: October 13, 2026, 10:30 AM – 12:00 PM, ET

Optional site tour #2: October 16, 2026, 1:00 PM – 2:30 PM, ET

Proposals due: November 6, 2026, 11:59 PM, ET

Interviews/presentations, if requested by the City: week of November 16, 2026

Firms notified of selection: week of November 23, 2026

Contract executed: December 7, 2026

Contact Information

Anna Dragovich, Capital Projects Manager

City of Bloomington, Economic and Sustainable Development Department

812-269-1483

anna.dragovich@bloomington.in.gov

Introduction

The City of Bloomington Redevelopment Commission (the "City") is requesting proposals from qualified firms ("firms") to provide Architectural and Engineering Services for the Bloomington Police Department (BPD) Project, which entails the reuse of the property at 714 South Rogers Street, Bloomington, Indiana, for the new Bloomington Police Department headquarters.

The City has a predetermined construction budget, not to exceed \$30,000,000. The first task of firm to be selected is to determine the extent to which the building may be repurposed within the budget to, at a minimum, accomplish the following scope of work:

- Inspection of core components for needed scope inclusion, such as the roof and building envelope systems;
- Programming of available spaces actually required for a fully functional police department and central dispatch;

- Renovation of the exterior to command respect from the community and the surrounding neighborhood, and to withstand a desired 50 years life cycle;
- Renovation of the interior to facilitate a fully operational police department and central dispatch utilizing only the space necessary to facilitate the department's requirements;
- The design and construction of a secure sally port to serve the police department;
- Demolition and installation of all necessary internal and external utility infrastructure;
- Demolition, design, and replacement of mechanical, electrical, and plumbing equipment and fixtures necessary to serve the police department and central dispatch;
- Recommendations for "shelling out" space not required by the police department to provide relief to the budget;
- ***Incorporation of a "hardened" space to facilitate an emergency operations center and central dispatch services in coordination with the police department, preferably hardening an appropriate first floor space within the existing facility;***
- Incorporation of back-up power to serve the emergency operations center and central dispatch services portion of the building; and,
- Other desired program elements will be determined as the firm to be selected works through the programming requirements previously referenced.

All proposals must be received by the deadline stated in the RFP Timeline above. Questions regarding this request for proposal must be directed to Anna Dragovich at the contact information above.

Project Background and Information

Hopewell South Planned Unit Development

This property and the vacant property to the west of this site are part of the Hopewell South Planned Unit Development (PUD), all owned by the City of Bloomington Redevelopment Commission. The properties to the west of the 714 South Rogers Street building will be a new neighborhood consisting of 98 single-family and multi-family homes. Stormwater detention for the neighborhood is planned beneath the existing parking lot at the southwest corner of First Street and Rogers Street, north of the 714 South Rogers Street building. This work is excluded

from the project budget. The construction of the stormwater detention, streets, and infrastructure for the PUD is planned to begin in 2027.

Police Department Need and Project History

The Bloomington Police Department is currently located at 220 East Third Street. The building is a one-story structure of approximately 21,000 square feet. Interior spaces have been reconfigured many times and can no longer support its current staff. In partnership with the Monroe County government, the department oversees the Central Emergency Dispatch Center located in a separate facility at 322 East Third Street, which is approximately 2,000 square feet. These dispersed functions have made coordination difficult.

To address these issues, the City evaluated alternatives and identified 714 South Rogers Street as a potential site for a consolidated facility. This site was identified as a strong candidate due to its central location, room for co-location of services, placement on a Bloomington Transit route, existing ownership by the City's Redevelopment Commission, and support from the police union.

The Site and Existing Building

The proposed site consists of an approximately 1.5-acre site with a four-story "L" shaped building of approximately 56,000 square feet. The building was formerly used as a convalescent health center and then as an office building. **Full original drawings and confirmed as-built documentation are not available.** The City has located partial drawings, which will be provided upon request. Structural investigations and due diligence are therefore essential to this project.

Reference Materials

In November 2025, the Redevelopment Commission conducted a feasibility study to determine whether the site at 714 South Rogers Street could support a consolidated public safety facility. The study was exploratory. It examined site capacity, identified constraints, and outlined conceptual approaches with hypothetical cost ranges intended only as early feasibility indicators. It did not establish a preferred design, final scope, or construction budget.

The following reference materials are available upon request to assist firms in preparing proposals:

1. Geotechnical report
2. Prior feasibility study for 714 South Rogers Street

3. KGA/Advicon assessment reports
4. Hopewell South preliminary plat
5. Hopewell South PUD district ordinance and reasonable conditions
6. Partial construction plans for the 714 South Rogers Street building

Project Oversight

The City currently intends to engage an experienced professional(s) to serve initially as the Owner's Project Representative, possibly to continue throughout the process as the City's Construction Manager (CM). As such, it is envisioned that the CM will serve as a liaison to the design team during the entire design process, work to establish with the selected design team an agreed upon project approach, and a specific schedule for all deliverables, throughout the project's development, design, financing, and construction phases. The CM will be responsible, in collaboration with the design team, to validate and update the project's budget at the conclusion of each of the project's design phases.

Additional Project Requirements and Clarifications

The selected firm shall verify space needs for current BPD operations and projected growth. Required program elements include at minimum dispatch, an emergency operations center, a sallyport, secure areas throughout, a real-time crime center, and a domestic violence support area. The facility shall include dual backup power generation to ensure continuous operation of 911 dispatch, servers, and radio towers. Desired program elements, subject to budget, include community-focused space, a swearing-in and reception space, and a catering kitchen.

The project shall be designed, contracted, and built to achieve, at minimum, LEED-NC Silver certification standards consistent with City Ordinance.

The City encourages firms to engage local Bloomington subconsultants and subcontractors, especially civil engineers who are familiar with Bloomington's development process.

Move management and transition planning will be provided by a separate consultant retained directly by the City. The selected firm is not responsible for developing or executing the move plan but shall coordinate with the City's move management consultant as needed.

Technology and audiovisual systems shall meet applicable public safety and essential-facility standards, including TIA/BICSI, NFPA 1221/1225, the FBI CJIS Security Policy, and Risk Category IV requirements. The following project specific items shall be addressed: whether the

radio tower is new or relocated; NG911 readiness; coordination with Monroe County on shared dispatch systems; and a secure, isolated network for cybercrime investigations.

Scope of Design Work Phases

1. **Programming and Schematic Design (no later than February 1, 2027)**
 - a. Includes summary of the buildings core and envelope condition
 - b. Includes a schematic site plan
 - c. Includes a schematic floor plan
 - d. Includes an elevation/rendering of the contemplated
 - i. Includes a narrative of anticipated building envelope materials and attachment methods
 - e. Includes a narrative of anticipated MEP/Plumbing/Electrical upgrade scope of work
 - f. Includes an anticipated demo plan
2. **Design Development (schedule to be determined in collaboration with CM)**
3. **Construction Document Development (schedule to be determined in collaboration with CM)**
4. **Bidding Document Assistance to the CM (schedule to be determined in collaboration with CM)**
5. **Bidding and Acceptance of Bids by the CM, with assistance from the Design Firm**
6. **Construction Administration Assistance to the CM**

Critical Project Schedule Considerations

- Programming and Schematic Design – delivered no later than February 1, 2027

- CM Budget Validation of Programming and Schematic Design – delivered no later than March 1
- RDC approval of the budget, releasing DD development, March 15, 2027
- All design work completed, budgets validated, and financing completed by August 31, 2027
- Bidding to be completed and contracts awarded by 10/31/27
- Construction to commence 11/27

****Note, the RDC may elect to initiate selective demolition and other early phase work once identified and properly scoped out, ahead of the issuance of the general construction packages, to expedite the project schedule***

Proposal Content Requirements

This RFP seeks a firm qualified and with significant experience with the adaptive reuse of similar properties. Proposals should demonstrate the firm's approach and qualifications for the outlined scope of work, while demonstrating the ability and capacity to accomplish the work within the prescribed time frame.

Proposals should address the following:

1. **Relevant Experience:** Describe the firm's experience designing public safety facilities within the last 10 years, including project size, scope, and outcome. Include experience with adaptive reuse of existing structures with limited or no as-built documentation, if applicable.
2. **Project Approach:** Describe the firm's proposed methodology for investigating needed due diligence.
3. **Collaboration Experience:** Describe the firm's experience working with an Owner's Representative and a construction manager or contractor during design.
4. **Project Team:** Identify the specific individuals and subconsultants who will serve on the team for due diligence and, separately, for design, their roles, relevant experience, and availability across both phases. Identify the structural engineer, civil engineer, and technology/AV consultant, and any local Bloomington firms.

5. **Schedule Approach:** The City intends to complete due diligence and design as quickly as reasonably possible. Describe the firm's proposed timeline for each phase and any factors that could affect the firm's ability to meet the proposed schedule.
6. **Cost and Budget Management:** Describe how your firm will approach budget management in collaboration with the Owner's Representative/CM.
7. **Fees and expenses:** Firms should submit a fixed lump sum fee to complete the Programming and Schematic Design phase work. Firms should also submit a percentage of anticipated Project Cost Fee, with a corresponding percentage split out for each of the remaining phases. The Anticipated Project Cost will be the cost approved by the City, once the Programming and Schematic Design Phase are completed, including any scope modifications needed to fit within the City's budget parameters at the conclusion of the Programming and Schematic Design phase. The referenced Anticipated Project Cost, once approved by the City, will represent the City's anticipated project budget going forward.
****Note, The City must approve moving forward at the end of each design phase with additional work. The City is only obligated to compensate work for completed within authorized phases.***
8. **References:** Provide three to five references from public-sector clients, preferably for projects of comparable scope, complexity, or delivery method. Please provide contact details for each.

Evaluation

Proposals will be evaluated based on conformance with this RFP and how well they meet the project objectives. There will be an evaluation committee consisting of city staff, relevant stakeholders, and any other person(s) the City determines to include. The City will consider the following criteria:

1. Relevant experience with public safety facilities and adaptive reuse
2. Approach to due diligence, design, project requirements, and budget management
3. Evidence of capacity and systems to deliver the work within the City's desired schedule
4. Verification of recent references, including budget and change-order performance
5. Collaboration with the Owner's Representative and construction partners
6. Team qualifications, staffing, and connection to local Bloomington firms

Submission Requirements

Submittal Method and Deadline

Proposals are due by email to Anna Dragovich, anna.dragovich@bloomington.in.gov, by the deadline in the RFP Timeline. Submissions received after the deadline will not be considered. Offerors are responsible for ensuring timely receipt and should submit early when possible.

26-69
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF
PROFESSIONAL SERVICES AGREEMENT WITH
REEDY FINANCIAL GROUP, PC

WHEREAS, Indiana Code Title 36, Article 7, Chapter 14 primarily governs redevelopment commissions, with specific reporting requirements for annual reports and spending plans;

WHEREAS, the Controller, as Treasurer of the City of Bloomington Redevelopment Commission (RDC), is responsible for preparing financial reports for the RDC;

WHEREAS, Reedy Financial Group specializes in producing reports and financial analysis for redevelopment commissions in Indiana;

WHEREAS, the Controller has worked with Reedy Financial Group, PC in 2024, 2025, and in 2026, finding they provide valuable contributions to the quality and accuracy of reports;

WHEREAS, by Resolution 26-11 the RDC approved an agreement for financial services with Reedy yet the agreement that was executed at the time was for municipal advisory services related to bonding activities, which services are also desired, and said agreement should be ratified;

WHEREAS, the separate Professional Services Agreement with Reedy Financial Group, PC included herewith as Attachment 1 covers other financial services provided as detailed therein for required reporting services for an annual not to exceed amount of Eighty-Five Thousand Dollars (\$85,000.00) (pro-rated as stated therein for the remainder of 2026) and for services related to special projects for an annual not to exceed amount of Eighty Thousand Dollars (\$80,000.00); and,

WHEREAS, there are sufficient funds in the TIF operating account number 2519-15-150000-53990, to pay for the Services pursuant to the terms of the Agreement.

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

1. The Bloomington Redevelopment Commission hereby ratifies the General Municipal Engagement Agreement in Attachment 1 to Resolution 26-11.
2. The Bloomington Redevelopment Commission hereby approves the Professional

Services Agreement in Attachment 1 hereto and authorizes the associated expenditures for an annual not to exceed amount of Eighty-Five Thousand Dollars (\$85,000.00) (pro-rated as stated therein for the remainder of 2026) and for services related to special projects for an annual not to exceed amount of Eighty Thousand Dollars (\$80,000.00) to be payable in accordance with the terms of the Agreement ("Payment").

3. The Payment authorized above may be made from the operating TIF account Number 2519-15-150000-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the Bloomington Redevelopment Commission's claims process.
4. The Bloomington Redevelopment Commission delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



To: Geoff McKim, City Controller
Cc: Bloomington Redevelopment Commission
From: Reedy Financial Group, P.C.
Subject: Bloomington RDC Professional Services Engagement
Date: September 11, 2026

This Scope of Services is entered into by and between Reedy Financial Group, PC (as “Contractor”, “RFG”, or “Municipal Advisor”) and the City of Bloomington Redevelopment Commission (as “RDC” or “Client”). This Scope of Services constitutes a separate engagement between the parties and shall be governed by the terms set forth herein. Any municipal advisory services provided by RFG to the RDC shall be governed exclusively by the Municipal Advisory Agreement dated February 2, 2026, as amended or extended from time to time.

1. Scope of Services

A. Bloomington Redevelopment Commission (RDC) Services (\$85,000 Annual Not to Exceed)

This \$85,000 not-to-exceed amount reflects RFG’s current hourly rate schedule and anticipated scope of services. In the event of an agreed-upon rate adjustment pursuant to Section 2, the annual not-to-exceed amount shall be increased proportionately to reflect the revised hourly rate schedule.

- i. Quarterly Financial Update
 - RFG may be asked to complete financial plan updates on a quarterly basis to the RDC. These reports show the annual projections, adjustments, year-to-date spending, and variances for the RDC.
- ii. TIF Neutralization/Neutralization Review
 - RFG to prepare/review the statutory required TIF neutralization forms as requested.
- iii. Reporting Requirements
 - April Reporting Requirement
 - RFG to prepare documents, attend RDC and Council meeting if asked by the RDC, and complete DLGF uploads.
 - TIF Impact Report
 - RFG to complete and conduct the Annual TIF Impact meeting requirements and related calculations and public notices if requested.
 - TIF Spending Plan
 - RFG to prepare the TIF Spending Plan documents, attend RDC meetings for the TIF Spending Plan, and complete DLGF uploads if requested.
- iv. Conduct meetings with the Economic Development team as needed
 - RFG to meet with Department personnel as needed to report on the status of the engagements and other services.

Note: Since services from January through August 2026 were billed hourly, billings under this section for the remainder of 2026 will be prorated so that amounts billed from September through December reflect only the remaining portion of the annual not-to-exceed amount.

B. Special Projects (\$80,000 Annual Not to Exceed)

- i. Periodically, projects and special analysis fall outside of the service items listed above. These projects may include, but are not limited to, decrement analysis (opportunity for new revenue), research projects (such as the annexation for new housing tracts, housing TIF, developer negotiations, etc.), and establishing new allocation areas.

C. Municipal Advisory Services (Hourly)

- i. RFG and the Client are parties to an existing Municipal Advisory Agreement dated February 2, 2026, which remains in full force and effect through December 31, 2027. Pursuant to that agreement, RFG provides municipal advisory services in accordance with Section 15B of the Securities Exchange Act of 1934 and MSRB Rule G-42, including the required fiduciary duty and

related disclosures. The MA Agreement shall govern all municipal advisory services provided by RFG to the Client during its term, as it may be amended, extended, or renewed by the parties in writing.

- ii. The services described in Sections A and B of this engagement are economic development and consulting services and do not include advice regarding the issuance of municipal securities or municipal financial products. Should the Client request municipal advisory services in connection with a specific project, those services will be provided pursuant to the existing Municipal Advisory Agreement or, if necessary, through a supplemental engagement letter outlining the applicable scope and compensation.

2. Terms & Billing Rates

Hourly rate ranges are as follows:

- Administrative - Owner/Director: \$150.00 - \$350.00
- Out of Pocket Expenses: At Cost

Rate Adjustments

RFG reserves the right to revise its hourly rate schedule from time to time. Any proposed revision shall be provided to the Client in writing and shall become effective no earlier than thirty (30) days following such notice.

If the Client objects to the proposed revision, it shall provide written notice of its objection within the thirty (30) day notice period. In the event of a timely objection, the parties agree to confer in good faith regarding the proposed adjustment. Unless otherwise agreed in writing, the existing rate schedule shall remain in effect until the parties reach agreement or either party elects to terminate this engagement pursuant to the termination provisions herein.

RFG notes that rate adjustments are infrequent and there are no plans to implement such changes.

NOTE: We do not charge a retainer or provide transaction-based compensation; rather we submit bills based on hours worked.

(a) Limitation on Scope of Services. The Scope of Services is subject to the following limitations:

- (i) The Scope of Services is limited solely to the services described therein and is subject to any limitation set forth within the description of the Scope of Services.
- (ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing and preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
- (iii) The Scope of Service does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

(b) Amendment to Scope of Services. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

- 3. Indemnification.** RFG shall indemnify and hold harmless the Client and all elected officials and employees of the Client from any and all claims, losses, judgments, causes of action, damages, or liability arising from any and all actions, whether acts or omissions, caused by the negligent, reckless or willful acts of RFG.

The Client shall indemnify and hold harmless RFG, its partners, officers, members, agents, officials and employees from any and all claims, losses, judgments, causes of action, damages, or liability arising from any and all actions, whether acts or omissions, caused by the negligent, reckless or willful acts of the Client.

Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

- 4. Insurance.** During the performance of any and all Services under this Agreement, RFG shall maintain insurance coverage appropriate to the nature of the Services being performed and customary for firms providing similar professional services. Such insurance shall be maintained in commercially reasonable amounts and on terms reasonably acceptable to Client.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name Client and the City of Bloomington, which includes its officers employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of Client's will be called upon to contribute to a loss hereunder.

RFG shall provide a Certificate of Insurance showing each insurance policy to Client prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to Client within ten (10) days. Approval of the insurance by Client shall not relieve or decrease the extent to which RFG may be held responsible for payment of damages resulting from RFG's provision of the Services or its operations under this Agreement. If RFG fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish Client's required proof that the insurance has been procured and is in force and paid for, Client shall have the right at its election to terminate the Agreement.

- 5. Non-Discrimination.** RFG shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing nondiscrimination, including but not limited to employment. RFG understands that Client prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Contractors doing work for Client. If RFG believes that a Client's employee engaged in such conduct towards RFG and/ or any of its employees, RFG or its employees may file a complaint with the City Department head in charge of the RFG's work, and/ or with the human resources department. Client takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 6. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall sign the contract compliance certificate attached as **Exhibit "A"**.

7. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor shall sign the e-verify affidavit which is attached as **Exhibit “B”**. Contractor shall maintain on file all subcontractors’ e-verify certifications throughout the term of this Agreement.
8. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Indiana and the United States of America. The parties agree to submit to the exclusive jurisdiction and venue of the state courts serving Monroe County, Indiana, and the federal courts serving the Southern District of Indiana for any action arising out of, connected with, related to or incidental to the relationship established in connection with this Agreement, and each party expressly waives any objections to jurisdiction or venue in such courts.
9. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
10. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.
11. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.
12. **No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
13. **Use of Technology and Artificial Intelligence (Client Consent)** To enhance the quality, accuracy, and efficiency of our municipal advisory services, RFG may utilize secure technology platforms, including artificial intelligence ("AI") and machine assisted tools, for purposes such as data analysis, document preparation, financial modeling, drafting communications, reviewing information, and workflow support.

Any AI or technology tools used by our firm are subject to commercially reasonable security, confidentiality, and data-handling controls consistent with our regulatory obligations as a registered Municipal Advisor, including our duties under Rule G-42 (Duties of Non-Solicitor Municipal Advisors), Rule G-17 (Fair Dealing), and Rule G-44 (Supervisory and Compliance Obligations), as well as applicable federal and state privacy standards.

We do not input confidential client information into publicly available, unsecured, or noncompliant AI systems, nor do we permit client data to be used for external model training or unrelated third-party purposes. All use of AI remains subject to our obligation to safeguard client information and to exercise independent professional judgment.

Executing this engagement letter constitutes as written consent for RFG to use AI and related technologies solely in support of the services outlined in this agreement and consistent with our regulatory, confidentiality, and professional obligations. RFG retains responsibility for the professional judgement applied to the engagement and for services performed in accordance with applicable standards of care.

Opt-Out Provision

If the Client prefers restricting our use of AI-assisted tools for this engagement, Municipal Advisor will reasonably accommodate such requests to the extent practicable without impairing our ability to perform the agreed-upon services. To opt-out, the Client may notify Municipal Advisor in writing at any time.

Privacy Policy

Reedy Financial Group, P.C. collects data in the normal course of business while we service your needs. We consider your data to be private and confidential, and we hold ourselves to the highest standards of trust in their safekeeping and use. We collect nonpublic information from clients in the following matter:

- **Information we receive from you in forms;**
- **Information that you give us verbally;**
- **Information about your transactions with us, or others, and**
- **If you visit our web site, information we collect via a web server, often referred to as a “cookie.”**
Cookies indicate where a site visitor has been online and what has been viewed.

We do not disclose any nonpublic information about our customers or former customers to anyone, except as permitted by law. We only use information about you to help better serve your investment needs or to suggest services that may be of interest to you.

Dated this 11th day of September, 2026

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Reedy Financial Group P.C.

Signature

Printed Name and Title

EXHIBIT “A”
CONTRACT COMPLIANCE REQUIREMENTS

The following contract compliance requirements will be used to satisfy the requirements in BMC

§2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning the contractual process.

I, _____ [Contractor], certify that _____ [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.

Signed/Title

Date

EXHIBIT “B”

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of the Contractor.
(job title)
2. The Contractor has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Signature

Printed Name

26-70
RESOLUTION
OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG PHYSICAL IMPROVEMENTS GRANT AGREEMENT
WITH LIFEDESIGN INC

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for physical improvement activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with LifeDesigns Inc; and

WHEREAS, funds will be used to renovate the building located at 1701 E Winslow Road St in Bloomington, Indiana; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines 24 CFR Part 570 to authorize the award of each agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington 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 Funding Agreement for Physical Improvements between the City of Bloomington Housing and Neighborhood Development Department and LifeDesigns Inc to renovate and replace the flooring on the first and second levels of the group home at 1701 E Winslow Road St is approved by the Bloomington Redevelopment Commission in an amount not to exceed **Nineteen Thousand Four Hundred Twenty Dollars and Zero cents (\$19,420.00).**

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Federal Code of Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion

of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

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 _____, 2026 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 E Winslow Rd, Bloomington, IN, 47401, (herein called the “Subrecipient”), WITNESSETH:

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 # B26MC180013 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. Activity

The Subrecipient will be responsible for expending Program Year 2026 Community Development Block Grant (CDBG) funds to replace the flooring on the first and second floor of group home this project is at 1701 E Winslow Road, Bloomington, IN, 47401. 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 will maintain project, beneficiary information, 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 with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facilities approved public purpose 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 household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 31, 2027**, unless mutually agreed to by all parties.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

- ☐ Benefit to Low/Moderate Income Housing (LMH)
24 CFR 570.208(a)(3)
- ☐ Income Eligibility:

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 **December 31, 2027** 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 **NINETEEN THOUSAND FOUR HUNDRED TWENTY AND 00/100 DOLLARS (\$19,420.00)**. 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:	Subrecipient:
Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Cindy Fleetwood, Director of Facilities LifeDesigns/DSI Services 200 E. Winslow Rd Bloomington, IN 47401 Contact Name: Cindy Fleetwood Email: cfleetwood@dsiservices.org Tel: (812) 961-8621

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.

IV. 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 the City's 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.

I. Non-Collusion, Acceptance.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4- 2-6-10.5.

J. Accessibility Compliance.

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility

Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

V. 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. "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, if applicable;

- h. "Monthly Client Profile Form" each month through the end of the project, if applicable;
- i. Submit performance measurements as required by HUD;
- 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 shall maintain beneficiary data demonstrating project eligibility using the area benefit data. 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.

- a. "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 (if applicable);
- b. "Program Year to Date Reporting Form" at project completion (if applicable);
- c. Final status;
- d. Beneficiary information (if applicable);
- e. Certified payrolls (if applicable);
- f. Section 3 Report (if applicable);
- g. MBE/WBE Report (if applicable).

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 claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory

to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may 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 Progress Reports with their claims for reimbursement.

VI. 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, and Executive Order 11063.

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, marital/familial status, or status with regard to public assistance. 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

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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirements. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. 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 B**, 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.

F. 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. Section XIV. ADDENDUM#1: UPDATED 2026 CDBG REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated interpretations, are incorporated into this grant agreement as **Addendum #1: Updated 2026 CDBG Requirements** and attached to this agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.

VII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

B. 24 CFR Part 570, Subpart K – Other Program Requirements

1. 570.600 General.

2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing.
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

IX. 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. Unique Entity Identifier (UEI)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or

firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to

cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- Flood Disaster Protection – N/A.
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – N/A.
- Release of Funds ("ROF").

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 117-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

It is the responsibility of Subrecipient to notify Grantee if Subrecipient receives any federal funding not previously disclosed on Subrecipient's grant application.

B. Compliance with BABAA Requirements

If Subrecipient's total federal funding equals or exceeds \$250,000.00, Subrecipient must comply with BABAA requirements, including but not limited to:

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer's Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.

vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

C. Compliance with Other Regulations

i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.

ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

XII. 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.

XIII. ATTACHMENTS

- A. Exhibit A: 2026 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**
- D. Exhibit D: Living Wage Affidavit**
- E. Exhibit E: CDBG Subrecipient Procurement Procedures**
- F. Exhibit F: Federal Construction Contract Provisions**

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director

LIFEDESIGNS, INC:

By:

Cindy Fleetwood, Director

CITY OF BLOOMINGTON:

By:

Kerry Thomson, Mayor

By:

Board Chairperson

26-71
RESOLUTION
OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG PHYSICAL IMPROVEMENTS GRANT AGREEMENT
WITH MIDDLE WAY HOUSE

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for physical improvement activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Middle Way House; and

WHEREAS, funds will be used to replace and update the fire panel and related components in the building located at 338 S. Washington St in Bloomington, Indiana; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines 24 CFR Part 570 to authorize the award of each agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington 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 Funding Agreement for Physical Improvements between the City of Bloomington Housing and Neighborhood Development Department and Middle Way House to replace and update the fire panel and related components in the building at 338 S. Washington St is approved by the Bloomington Redevelopment Commission in an amount not to exceed **Eleven Thousand Three Hundred Thirty Four Dollars and Zero cents (\$11,334.00)**.

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Federal Code of Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion

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

THIS AGREEMENT, entered into this ____ day of _____, 2026 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and Middle Way House, a non-profit domestic corporation, duly incorporated by the State of Indiana with its principal place of business located at 338 S Washington Street, Bloomington, IN, 47401, (herein called the "Subrecipient"), WITNESSETH:

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 # B26MC180013 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. Activity

The Subrecipient will be responsible for expending Program Year 2026 Community Development Block Grant (CDBG) funds to replace the existing fire panel and low frequency sounder strobes and any related components at the New Wings Shelter in Bloomington, Indiana. 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 will maintain project, beneficiary information, 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 with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facilities approved public purpose 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 household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 31, 2027**, unless mutually agreed to by all parties.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

Benefit to Low/Moderate Limited Clientele (LMC)
24 CFR 570.208(a)(2)

Beneficiary demographic and income verification

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 **December 31, 2027** 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 **ELEVEN THOUSAND THREE HUNDRED THIRTY FOUR AND 00/100 DOLLARS (\$11,334.00)**. 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:	Subrecipient:
Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Carrie Stillions, Executive Director Middle Way House 338 S Washington Street Bloomington, IN 47401 Contact Name: Kloe Timmons Email: grantsmanager@middlewayhouse.org Tel: (765) 491-9418

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.

IV. 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 the City’s 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.

I. Non-Collusion, Acceptance.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

J. Accessibility Compliance.

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or

deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

V. 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. "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, if applicable;
 - h. "Monthly Client Profile Form" each month through the end of the project, if applicable;

- i. Submit performance measurements as required by HUD;
- 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 shall maintain beneficiary data demonstrating project eligibility using the area benefit data. 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.

- a. "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 (if applicable);
- b. "Program Year to Date Reporting Form" at project completion (if applicable);
- c. Final status;
- d. Beneficiary information (if applicable);
- e. Certified payrolls (if applicable);
- f. Section 3 Report (if applicable);
- g. MBE/WBE Report (if applicable).

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 claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may 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 Progress Reports with their claims for reimbursement.

VI. 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, and Executive Order 11063.

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, marital/familial status, or status with regard to public assistance. 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

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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirements. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as

established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. 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 B**, 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.

F. 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. Section XIV. ADDENDUM#1: UPDATED 2026 CDBG REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated interpretations, are incorporated into this grant agreement as **Addendum #1: Updated 2026 CDBG Requirements** and attached to this agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.

VII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

B. 24 CFR Part 570, Subpart K – Other Program Requirements

1. 570.600 General.
2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.

6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing.
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

IX. 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. Unique Entity Identifier (UEI)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an

additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- Flood Disaster Protection – N/A.
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – N/A.
- Release of Funds ("ROF").

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

It is the responsibility of Subrecipient to notify Grantee if Subrecipient receives any federal funding not previously disclosed on Subrecipient's grant application.

B. Compliance with BABAA Requirements

If Subrecipient's total federal funding equals or exceeds \$250,000.00, Subrecipient must comply with BABAA requirements, including but not limited to:

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer's Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.
- vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.
- vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such

equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

C. Compliance with Other Regulations

- i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.
- ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

XII. 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.

XIII. ATTACHMENTS

- A. Exhibit A: 2026 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**
- D. Exhibit D: Living Wage Affidavit**
- E. Exhibit E: CDBG Subrecipient Procurement Procedures**
- F. Exhibit F: Federal Construction Contract Provisions**

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director

MIDDLE WAY HOUSE:

By:

Carrie Stillions, Director

CITY OF BLOOMINGTON:

By:

Kerry Thomson, Mayor

By:

Board Chairperson

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
BOYS AND GIRLS CLUB
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of _____, 2026 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and Boys and Girls Club, a non-profit domestic corporation, duly incorporated by the State of Indiana with its principal place of business located at 1111 W 12th Street, Bloomington, IN, 47404, (herein called the "Subrecipient"), WITNESSETH:

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 # B26MC180013 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. Activity

The Subrecipient will be responsible for expending Program Year 2026 Community Development Block Grant (CDBG) funds to installing access control locks to all outside facing doors and some inside doors, resurfacing the gym floor due to the building settling and cracking parts of the floor surface, wrapping the gym walls with padding, resurfacing the parking lots that have also started to crack due to settling, and adding a retaining wall to the back fenceline of the property where the hill has started to erode located at 1111 W 12th Street in Bloomington, Indiana. 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 will maintain project, beneficiary information, 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 with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facilities approved public purpose 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 household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 31, 2027**, unless mutually agreed to by all parties.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

Benefit to Low/Moderate Limited Clientele (LMC)
24 CFR 570.208(a)(2)

Beneficiary demographic and income verification

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 **December 31, 2027** 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 AND SIXTY-NINE THOUSAND DOLLARS AND ZERO CENTS AND 00/100 DOLLARS (\$169,000.00)**. 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: Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinney@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Leslie Abshier, Executive Director Boys and Girls Club 1111 W 12th Street Bloomington, IN 47404 Contact Name: James Kennedy Email: jkennedy@bgcbloomington.org Tel: (812) 832-0004
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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.

IV. 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 the City's 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.

I. Non-Collusion, Acceptance.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4- 2-6-10.5.

J. Accessibility Compliance.

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility

Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

V. 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. "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, if applicable;

- h. "Monthly Client Profile Form" each month through the end of the project, if applicable;
- i. Submit performance measurements as required by HUD;
- 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 shall maintain beneficiary data demonstrating project eligibility using the area benefit data. 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.

- a. "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 (if applicable);
- b. "Program Year to Date Reporting Form" at project completion (if applicable);
- c. Final status;
- d. Beneficiary information (if applicable);
- e. Certified payrolls (if applicable);
- f. Section 3 Report (if applicable);
- g. MBE/WBE Report (if applicable).

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 claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory

to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may 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 Progress Reports with their claims for reimbursement.

VI. 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, and Executive Order 11063.

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, marital/familial status, or status with regard to public assistance. 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

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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirements. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. 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 B**, 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.

F. 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. Section XIV. ADDENDUM#1: UPDATED 2026 CDBG REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated interpretations, are incorporated into this grant agreement as **Addendum #1: Updated 2026 CDBG Requirements** and attached to this agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.

VII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

B. 24 CFR Part 570, Subpart K – Other Program Requirements

1. 570.600 General.

2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing.
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

IX. 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. Unique Entity Identifier (UEI)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or

firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to

cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- Flood Disaster Protection – N/A.
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – N/A.
- Release of Funds ("ROF").

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 117-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

It is the responsibility of Subrecipient to notify Grantee if Subrecipient receives any federal funding not previously disclosed on Subrecipient's grant application.

B. Compliance with BABAA Requirements

If Subrecipient's total federal funding equals or exceeds \$250,000.00, Subrecipient must comply with BABAA requirements, including but not limited to:

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer's Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.

vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

C. Compliance with Other Regulations

i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.

ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

XII. 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.

XIII. ATTACHMENTS

- A. Exhibit A: 2026 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**
- D. Exhibit D: Living Wage Affidavit**
- E. Exhibit E: CDBG Subrecipient Procurement Procedures**
- F. Exhibit F: Federal Construction Contract Provisions**

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director**BOYS AND GIRLS CLUB:**

By:

Leslie Abshier, Director**CITY OF BLOOMINGTON:**

By:

Kerry Thomson, Mayor

By:

Board Chairperson

of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

26-72
RESOLUTION
OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG PHYSICAL IMPROVEMENTS GRANT AGREEMENT
WITH NEW HOPE FOR FAMILIES

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for physical improvement activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with New Hope For Families; and

WHEREAS, funds will be used to renovate the buildings located at 1140 & 1136 S Morton St in Bloomington, Indiana; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines 24 CFR Part 570 to authorize the award of each agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington 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 Funding Agreement for Physical Improvements between the City of Bloomington Housing and Neighborhood Development Department and New Hope For Families to renovate & make physical improvements to the New Hope Family Shelter building (1136 S. Morton Street) and the New Hope Early Learning Center building (1140 S. Morton Street). The shelter building improvements include HVAC repairs and finishing approximately 200 square feet in the basement, adding three offices, a meeting room, and three storage spaces. The request also includes safety upgrades to the early learning center is approved by the Bloomington Redevelopment Commission in an amount not to exceed **Sixty Seven Thousand Dollars and Zero cents (\$67,000.00).**

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Federal Code of Regulations (CFR) and a Notice to Proceed issued by City

program staff. The Environmental Review Record (“ERR”) must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
NEW HOPE FOR FAMILIES
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of _____, 2026 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and New Hope For Families, a non-profit domestic corporation, duly incorporated by the State of Indiana with its principal place of business located at 1140 S Morton Street, Bloomington, IN, 47403, (herein called the "Subrecipient"), WITNESSETH:

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 # B26MC180013 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. Activity

The Subrecipient will be responsible for expending Program Year 2026 Community Development Block Grant (CDBG) funds to make physical improvements to the New Hope Family Shelter building (1136 S. Morton Street) and the New Hope Early Learning Center building (1140 S. Morton Street). The shelter building improvements include HVAC repairs in the family shelter units and finishing approximately 200 square feet in the basement, adding three offices, a meeting room, and three storage spaces. The request also includes safety upgrades to the early learning center in Bloomington, Indiana. 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 will maintain project, beneficiary information, 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 with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facilities approved public purpose 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 household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 31, 2027**, unless mutually agreed to by all parties.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

- ☐ Benefit to Low/Moderate Income Housing (LMH)
24 CFR 570.208(a)(3)
- ☐ Income Eligibility:

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 **December 31, 2027** 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 **SIXTY SEVEN THOUSAND DOLLARS AND ZERO CENTS AND 00/100 DOLLARS (\$67,000.00)**. 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:	Subrecipient:
Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Emily Pike, Executive Director New Hope For Families 1140 S Morton Street Bloomington, IN 47403 Contact Name: Chase Techentin Email: operations@newhopeforfamilies.org Tel: (812) 334-9840

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.

IV. 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 the City's 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.

I. Non-Collusion, Acceptance.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

J. Accessibility Compliance.

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

V. 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. "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, if applicable;
- h. "Monthly Client Profile Form" each month through the end of the project, if applicable;
- i. Submit performance measurements as required by HUD;
- 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 shall maintain beneficiary data demonstrating project eligibility using the area benefit data. 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.

- a. "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 (if applicable);
- b. "Program Year to Date Reporting Form" at project completion (if applicable);
- c. Final status;
- d. Beneficiary information (if applicable);
- e. Certified payrolls (if applicable);
- f. Section 3 Report (if applicable);
- g. MBE/WBE Report (if applicable).

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 claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may 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 Progress Reports with their claims for reimbursement.

VI. 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, and Executive Order 11063.

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, marital/familial status, or status with regard to public assistance. 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

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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.

2. Compliance with the Davis-Bacon and Related Act requirements. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.

4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess

of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. 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 B**, 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.

F. 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. Section XIV. ADDENDUM#1: UPDATED 2026 CDBG REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated interpretations, are incorporated into this grant agreement as **Addendum #1: Updated 2026 CDBG Requirements** and attached to this agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.

VII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

B. 24 CFR Part 570, Subpart K – Other Program Requirements

1. 570.600 General.
2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing.
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

IX. 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. Unique Entity Identifier (UEI)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved

Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- Flood Disaster Protection – N/A.
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.

- Historic Preservation – N/A.
- Release of Funds (“ROF”).

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (“ERR”) must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 117-58. Any requests for waiver of these requirements must be submitted pursuant to USDA’s guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

It is the responsibility of Subrecipient to notify Grantee if Subrecipient receives any federal funding not previously disclosed on Subrecipient’s grant application.

B. Compliance with BABAA Requirements

If Subrecipient’s total federal funding equals or exceeds \$250,000.00, Subrecipient must comply with BABAA requirements, including but not limited to:

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer’s Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.

vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

C. Compliance with Other Regulations

i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.

ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

XII. 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.

XIII. ATTACHMENTS

- A. Exhibit A: 2026 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**
- D. Exhibit D: Living Wage Affidavit**
- E. Exhibit E: CDBG Subrecipient Procurement Procedures**
- F. Exhibit F: Federal Construction Contract Provisions**

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director

NEW HOPE FOR FAMILIES:

By:

Emily Pike, Director

CITY OF BLOOMINGTON:

By:

Kerry Thomson, Mayor

By:

Board Chairperson

26-73
RESOLUTION
OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG PHYSICAL IMPROVEMENTS GRANT AGREEMENT
WITH SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for physical improvement activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Summit Hill Community Development Corporation; and

WHEREAS, funds will be used to renovate the Reverend E.D. Butler Neighborhood playground and courtyard located at 1326 W. 11th St in Bloomington, Indiana; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines 24 CFR Part 570 to authorize the award of each agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington 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 Funding Agreement for Physical Improvements between the City of Bloomington Housing and Neighborhood Development Department and Summit Hill Community Development Corporation to renovate the Reverend E.D. Butler Neighborhood playground and courtyard. This project will include replacement of the tot-lot playground and benches, repairing playground borders, installation of additional engineered wood fiber surfacing, and associated park and playground amenities, replacement of damaged/deteriorating sections of concrete and asphalt, landscaping upgrades, such as borders and groundcovers, designed to protect the site from erosion and route pedestrians to stay on walkways to prevent further damage to grounds. This project would also include trimming trees that are hazardous and replacing dead or dying trees at 1326 W. 11th St is approved by the Bloomington Redevelopment Commission in an amount not to exceed **Two Hundred Thousand Dollars and Zero cents (\$200,000.00)**.

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Federal Code of Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record (“ERR”) must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of _____, 2026 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and Summit Hill Community Development Corporation, 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, (herein called the "Subrecipient"), WITNESSETH:

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 # B26MC180013 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. Activity

The Subrecipient will be responsible for expending Program Year 2026 Community Development Block Grant (CDBG) funds for physical improvement upgrades at the Reverend E.D. Butler playground/courtyard. This project will include replacement of the tot-lot playground and benches, repairing playground borders, installation of additional engineered wood fiber surfacing, and associated park and playground amenities, and any other components necessary to complete the project. 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 will maintain project, beneficiary information, 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 with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facilities approved public purpose 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 household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 31, 2027**, unless mutually agreed to by all parties.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

Benefit to Low/Moderate Area Benefit (LMA)
24 CFR 570.208(a)(1)

Block Group 4, Census Tract 11.01 Low/mod % - 53.99%

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 **December 31, 2027** 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 **TWO HUNDRED THOUSAND DOLLARS 00/100 (\$200,000.00)**. 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:	Subrecipient:
Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Nathan Ferreira, Executive Director Summit Hill Community Development Corporation 1007 N. Summit Street Bloomington, IN 47404 Contact Name: Nathan Ferreira Email: nferreira@blha.net Tel: (812) 545-7041

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.

IV. 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 the City's 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.

I. Non-Collusion, Acceptance.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

J. Accessibility Compliance.

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

V. 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. "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, if applicable;
- h. "Monthly Client Profile Form" each month through the end of the project, if applicable;
- i. Submit performance measurements as required by HUD;
- 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 shall maintain beneficiary data demonstrating project eligibility using the area benefit data. 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.

- a. "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 (if applicable);
- b. "Program Year to Date Reporting Form" at project completion (if applicable);
- c. Final status;
- d. Beneficiary information (if applicable);
- e. Certified payrolls (if applicable);
- f. Section 3 Report (if applicable);
- g. MBE/WBE Report (if applicable).

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 claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may 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 Progress Reports with their claims for reimbursement.

VI. 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, and Executive Order 11063.

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, marital/familial status, or status with regard to public assistance. 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

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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirements. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. 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 B**, 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.

F. 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. Section XIV. ADDENDUM#1: UPDATED 2026 CDBG REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated interpretations, are incorporated into this grant agreement as **Addendum #1: Updated 2026 CDBG Requirements** and attached to this agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.

VII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

- 1. Applicable to all contracts over \$150,000.
- 2. Compliance with the Clean Air Act requirements.
- 3. Compliance with the Federal Water Pollution Control Act requirements.
- 4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

B. 24 CFR Part 570, Subpart K – Other Program Requirements

1. 570.600 General.
2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing.
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

IX. 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. Unique Entity Identifier (UEI)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the

environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- Flood Disaster Protection – N/A.
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – N/A.
- Release of Funds ("ROF").

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

It is the responsibility of Subrecipient to notify Grantee if Subrecipient receives any federal funding not previously disclosed on Subrecipient's grant application.

B. Compliance with BABAA Requirements

If Subrecipient's total federal funding equals or exceeds \$250,000.00, Subrecipient must comply with BABAA requirements, including but not limited to:

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer's Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change

orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.

vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

C. Compliance with Other Regulations

i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.

ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

XII. 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.

XIII. ATTACHMENTS

- A. Exhibit A: 2026 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**
- D. Exhibit D: Living Wage Affidavit**
- E. Exhibit E: CDBG Subrecipient Procurement Procedures**
- F. Exhibit F: Federal Construction Contract Provisions**

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director

**SUMMIT HILL COMMUNITY
DEVELOPMENT CORPORATION:**

By:

Nathan Ferreira, Director

CITY OF BLOOMINGTON:

By:

Kerry Thomson, Mayor

By:

Board Chairperson

26-74
RESOLUTION
OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG PHYSICAL IMPROVEMENTS GRANT AGREEMENT
WITH BOYS AND GIRLS CLUB

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for physical improvement activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Boys and Girls Club; and

WHEREAS, funds will be used to install access control locks to all outside facing doors and some inside doors; resurface the gym floor due to the building settling on the land and cracking parts of the floor surface; finish wrapping the gym walls with padding; resurfacing the parking lots that have also started to crack due to settling, and add a retaining wall to the back fenceline of the property at 1111 W. 12th St in Bloomington, Indiana; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines 24 CFR Part 570 to authorize the award of each agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington 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 Funding Agreement for Physical Improvements between the City of Bloomington Housing and Neighborhood Development Department and Boys and Girls Club to install access control locks to all outside facing doors and some inside doors; resurface the gym floor due to the building settling on the land and cracking parts of the floor surface; finish wrapping the gym walls with padding; resurfacing the parking lots that have also started to crack due to settling, and add a retaining wall to the back fenceline of the property at 1111 W. 12th St is approved for an amount not to exceed **One Hundred & Sixty Nine Thousand Dollars and Zero cents (\$169,000.00)**.

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Federal Code of Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
BOYS AND GIRLS CLUB
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of _____, 2026 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and Boys and Girls Club, a non-profit domestic corporation, duly incorporated by the State of Indiana with its principal place of business located at 1111 W 12th Street, Bloomington, IN, 47404, (herein called the "Subrecipient"), WITNESSETH:

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 # B26MC180013 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. Activity

The Subrecipient will be responsible for expending Program Year 2026 Community Development Block Grant (CDBG) funds to installing access control locks to all outside facing doors and some inside doors, resurfacing the gym floor due to the building settling and cracking parts of the floor surface, wrapping the gym walls with padding, resurfacing the parking lots that have also started to crack due to settling, and adding a retaining wall to the back fenceline of the property where the hill has started to erode located at 1111 W 12th Street in Bloomington, Indiana. 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 will maintain project, beneficiary information, 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 with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facilities approved public purpose 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 household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 31, 2027**, unless mutually agreed to by all parties.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

Benefit to Low/Moderate Limited Clientele (LMC)
24 CFR 570.208(a)(2)

Beneficiary demographic and income verification

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 **December 31, 2027** 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 AND SIXTY-NINE THOUSAND DOLLARS AND ZERO CENTS AND 00/100 DOLLARS (\$169,000.00)**. 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: Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinney@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Leslie Abshier, Executive Director Boys and Girls Club 1111 W 12th Street Bloomington, IN 47404 Contact Name: James Kennedy Email: jkennedy@bgcbloomington.org Tel: (812) 832-0004
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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.

IV. 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 the City's 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.

I. Non-Collusion, Acceptance.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4- 2-6-10.5.

J. Accessibility Compliance.

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility

Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

V. 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. "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, if applicable;

- h. "Monthly Client Profile Form" each month through the end of the project, if applicable;
- i. Submit performance measurements as required by HUD;
- 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 shall maintain beneficiary data demonstrating project eligibility using the area benefit data. 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.

- a. "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 (if applicable);
- b. "Program Year to Date Reporting Form" at project completion (if applicable);
- c. Final status;
- d. Beneficiary information (if applicable);
- e. Certified payrolls (if applicable);
- f. Section 3 Report (if applicable);
- g. MBE/WBE Report (if applicable).

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 claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory

to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may 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 Progress Reports with their claims for reimbursement.

VI. 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, and Executive Order 11063.

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, marital/familial status, or status with regard to public assistance. 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

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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirements. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. 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 B**, 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.

F. 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. Section XIV. ADDENDUM#1: UPDATED 2026 CDBG REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated interpretations, are incorporated into this grant agreement as **Addendum #1: Updated 2026 CDBG Requirements** and attached to this agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.

VII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

B. 24 CFR Part 570, Subpart K – Other Program Requirements

1. 570.600 General.

2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing.
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

IX. 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. Unique Entity Identifier (UEI)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or

firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to

cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- Flood Disaster Protection – N/A.
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – N/A.
- Release of Funds ("ROF").

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 117-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

It is the responsibility of Subrecipient to notify Grantee if Subrecipient receives any federal funding not previously disclosed on Subrecipient's grant application.

B. Compliance with BABAA Requirements

If Subrecipient's total federal funding equals or exceeds \$250,000.00, Subrecipient must comply with BABAA requirements, including but not limited to:

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer's Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.

vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

C. Compliance with Other Regulations

i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.

ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

XII. 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.

XIII. ATTACHMENTS

- A. Exhibit A: 2026 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**
- D. Exhibit D: Living Wage Affidavit**
- E. Exhibit E: CDBG Subrecipient Procurement Procedures**
- F. Exhibit F: Federal Construction Contract Provisions**

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director**BOYS AND GIRLS CLUB:**

By:

Leslie Abshier, Director**CITY OF BLOOMINGTON:**

By:

Kerry Thomson, Mayor

By:

Board Chairperson

26-75
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG GRANT AGREEMENT
WITH BOYS & GIRLS CLUB of BLOOMINGTON

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Boys & Girls Club of Bloomington; and

WHEREAS, funds will be used for the Ferguson Crestmont Afterschool Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Social Services has been presented to the Bloomington 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 Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Boys & Girls Club of Bloomington for the Ferguson Crestmont Afterschool Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Seventeen Thousand Nine Hundred Fifty Four Dollars and Thirty Four Cents (\$17,954.34)**.

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must

be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2026, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Boys & Girls Clubs of Bloomington, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 803 N Monroe 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-26-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 Ferguson Crestmont After-School Program Program during CDBG Year 2026-2027 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	Ferguson Crestmont Club After-School Program
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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. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

☐ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Providing funding for childcare programs and after-school educational and enrichment programs.

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	500

Unit of activity would equal one CDBG eligible individual 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, 2026 and end on the 31st day of May, 2027. The last claim for services rendered must be filed before May 5, 2027.

III. Budget

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$17,954.34
Per Unit Accomplishment Amount	\$35.90

IV. Payment

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Seventeen Thousand Nine Hundred Fifty Four Dollars and Thirty Four Cents (\$17,954.34)**. 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:

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Leslie Abshier, Executive Director Boys & Girls Clubs of Bloomington 803 N Monroe Street Bloomington, Indiana 47403 Tel: (812) 332-5311 Fax: N/A
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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.

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.

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. "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. "Monthly Client Profile Form" each month through May 31, 2027;
 - 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 relates 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 11, 2026.
- December, January and February claims must be submitted no later than March 15, 2027.
- March, April and May claims must be submitted no later than May 5, 2027.

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 a complete and accurate Monthly Client Profile Reporting form with the claim 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, and Executive Order 11063.
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. 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

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

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 B, 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. Other Applicable Federal Requirements

A. CFR 24 Part 570 Subpart K – Other Program Requirements

- 1. 570.600 General
- 2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
- 3. 570.602 Section 109 of the Act.
- 4. 570.603 Labor standards.
- 5. 570.604 Environmental standards.
- 6. 570.605 National Flood Insurance Program.
- 7. 570.606 Displacement, relocation, acquisition, and replacement of housing
- 8. 570.607 Employment and contracting opportunities.
- 9. 570.608 Lead-based paint.
- 10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

B. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

1. 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. **Unique Entity Identifier (UEI)**
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.
 - b. **System for Award Management (SAM)**
The 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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
- Flood Disaster Protection – NA
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – NA
- Release of Funds ("ROF")

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

X. POLICY REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New policy requirements, developed to conform with 2025 executive orders and updated interpretations, are included in this Agreement as Addendum #1- Policy

Requirements. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contract requirements and is incorporated into this Agreement by reference.

XI. NON-COLLUSION, ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

XII. Accessibility Compliance

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

XIII. 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.

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director

BOYS & GIRLS CLUB OF BLOOMINGTON:

By:

Leslie Abshier, Director

CITY OF BLOOMINGTON:

By:

Kerry Thomson, Mayor

By:

Board Chairperson

26-76
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG GRANT AGREEMENT
WITH COMMUNITY KITCHEN

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Community Kitchen; and

WHEREAS, funds will be used for the Free Meals Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Social Services has been presented to the Bloomington 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 Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Community Kitchen for the Free Meals Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Twenty Four Thousand Nine Hundred Thirty Eight Dollars and Nine Cents (\$24,938.09)**.

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must

be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
COMMUNITY KITCHEN
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this _____ day of _____, 2026, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Community Kitchen of Bloomington, 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, 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-26-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 Services Program during CDBG Year 2026-2027 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	Food Services Program
-------------	-----------------------

- 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. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

☐ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Food Distribution Program providing meals to low income households 4 days a week.

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	312	3750

Unit of activity would equal one CDBG eligible individual 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, 2026 and end on the 31st day of May, 2027. The last claim for services rendered must be filed before May 5, 2027.

III. Budget

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$24,938.09
Per Unit Accomplishment Amount	\$3.69

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 Thirty Eight Dollars and Nine Cents (\$24,938.09)**. 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:

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Vicki Pierce, Executive Director Community Kitchen 1515 S Rogers Street Bloomington, Indiana 47403 Tel: (812) 332-0999 Fax: N/A
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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.

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.

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. "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. "Monthly Client Profile Form" each month through May 31, 2027;
 - 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 relates 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 11, 2026.
- December, January and February claims must be submitted no later than March 15, 2027.
- March, April and May claims must be submitted no later than May 5, 2027.

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 a complete and accurate Monthly Client Profile Reporting form with the claim 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, and Executive Order 11063.
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. 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

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

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 B, 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. Other Applicable Federal Requirements

A. CFR 24 Part 570 Subpart K – Other Program Requirements

- 1. 570.600 General
- 2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
- 3. 570.602 Section 109 of the Act.
- 4. 570.603 Labor standards.
- 5. 570.604 Environmental standards.
- 6. 570.605 National Flood Insurance Program.
- 7. 570.606 Displacement, relocation, acquisition, and replacement of housing
- 8. 570.607 Employment and contracting opportunities.
- 9. 570.608 Lead-based paint.
- 10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

B. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

1. 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. **Unique Entity Identifier (UEI)**
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.
 - b. **System for Award Management (SAM)**
The 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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
- Flood Disaster Protection – NA
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – NA
- Release of Funds ("ROF")

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

X. POLICY REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New policy requirements, developed to conform with 2025 executive orders and updated interpretations, are included in this Agreement as Addendum #1- Policy

Requirements. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contract requirements and is incorporated into this Agreement by reference.

XI. NON-COLLUSION, ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

XII. Accessibility Compliance

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

XIII. 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.

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director

COMMUNITY KITCHEN:

By:

Vicki Pierce, Director

CITY OF BLOOMINGTON:

By:

Kerry Thomson, Mayor

By:

Board Chairperson

26-77
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG SOCIAL SERVICES GRANT AGREEMENT
WITH HOOSIER HILLS FOOD BANK

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Hoosier Hills Food Bank; and

WHEREAS, funds will be used for the Food Distribution Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Social Services has been presented to the Bloomington 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 Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Hoosier Hills Food Bank for the Food Distribution Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Nineteen Thousand Nine Hundred Forty Nine Dollars and Seventy Cents (\$19,949.70)**.

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must

be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this ____ day of _____, 2026, by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and Hoosier Hills Food Bank of Bloomington, 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, 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-26-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 Reducing Recidivism Program during CDBG Year 2026-2027 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	Food Distribution Program
-------------	---------------------------

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. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

- ☐ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Food Distribution Program providing food to agencies within Bloomington.

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	43	516

Unit of activity would equal one CDBG eligible individual 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, 2026, and end on the 31st day of May, 2027. The last claim for services rendered must be filed before May 5, 2026.

III. Budget

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$19,949.70
Per Unit Accomplishment Amount	\$17.26

IV. Payment

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Nineteen Thousand Nine Hundred Forty Nine Dollars and Seventy Cents (\$19,949.70). 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:

Grantee:	Subrecipient:
Anna Killion-Hanson, Director	Julio Alonso, Executive Director

Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Hoosier Hills Food Bank 2333 W Industrial Park Dr Bloomington, Indiana 47404 Tel: (812) 334-8374 Fax: N/A
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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.

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.

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. "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. "Monthly Client Profile Form" each month through May 31, 2027;
 - 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 relates 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 11, 2026.
- December, January and February claims must be submitted no later than March 15, 2027.
- March, April and May claims must be submitted no later than May 5, 2027.

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 a complete and accurate Monthly Client Profile Reporting form with the claim 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, and Executive Order 11063.
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. 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

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

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 B**, 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; and
- 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; and
- 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. Other Applicable Federal Requirements

- A. CFR 24 Part 570 Subpart K – Other Program Requirements
1. 570.600 General
 2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
 3. 570.602 Section 109 of the Act.
 4. 570.603 Labor standards.
 5. 570.604 Environmental standards.
 6. 570.605 National Flood Insurance Program.
 7. 570.606 Displacement, relocation, acquisition, and replacement of housing.
 8. 570.607 Employment and contracting opportunities.
 9. 570.608 Lead-based paint.
 10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
 11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
 12. 570.611 Conflict of Interest.
 13. 570.612 Executive Order 12372.
 14. 570.613 Eligibility restrictions for certain resident aliens.
 15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
 16. 570.615 Housing counseling.
- B. Federal Funding Accountability and Transparency Act of 2006 (FFATA)
1. 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. Unique Entity Identifier (UEI)
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.
 - 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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d)

(42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93);

- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
- Flood Disaster Protection – NA;
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement;
- Historic Preservation – NA;
- Release of Funds (“ROF”).

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (“ERR”) must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

X. E-Verify

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 A, 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 Grantee obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the Grantee 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 Grantee shall terminate the contract, unless the City Commission or 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 Grantee may allow the contract to remain in effect until the Grantee procures a new Contractor. If the Grantee terminates the contract, the Subrecipient or subcontractor is liable to the Grantee 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 Grantee.

XI. 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.

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director

HOOSIER HILLS FOOD BANK:

By:

Julio Alonso, Director

CITY OF BLOOMINGTON:

By:

Kerry Thomson, Mayor

By:

Board Chairperson

26-78
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG GRANT AGREEMENT
WITH MIDDLE WAY HOUSE

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Middle Way House; and

WHEREAS, funds will be used for the New Wings Emergency Shelter Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Social Services has been presented to the Bloomington 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 Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Middle Way House for the New Wings Emergency Shelter Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Fifteen Thousand Two Hundred Sixty Two Dollars and Ninety Three Cents (\$15,262.93)**

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must

be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

26-71
RESOLUTION
OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG PHYSICAL IMPROVEMENTS GRANT AGREEMENT
WITH MIDDLE WAY HOUSE

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for physical improvement activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Middle Way House; and

WHEREAS, funds will be used to replace and update the fire panel and related components in the building located at 338 S. Washington St in Bloomington, Indiana; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines 24 CFR Part 570 to authorize the award of each agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington 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 Funding Agreement for Physical Improvements between the City of Bloomington Housing and Neighborhood Development Department and Middle Way House to replace and update the fire panel and related components in the building at 338 S. Washington St is approved by the Bloomington Redevelopment Commission in an amount not to exceed **Eleven Thousand Three Hundred Thirty Four Dollars and Zero cents (\$11,334.00)**.

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Federal Code of Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion

of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2026, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Middle Way Hosue of Bloomington, 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, 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-26-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 New Wings Emergency Shelter Program during CDBG Year 2026-2027 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	New Wings Emergency Shelter
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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. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

☐ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Emergency Shelter for those displaced by domestic violence.

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	17	200

Unit of activity would equal one CDBG eligible individual 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, 2026 and end on the 31st day of May, 2027. The last claim for services rendered must be filed before May 5, 2026.

III. Budget

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$15,262.93
Per Unit Accomplishment Amount	\$76.31

IV. Payment

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Fifteen Thousand Two Hundred Sixty Two Dollars and Ninety Three Cents (\$15,262.93)**. 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:

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Carrie Stillions, Executive Director Middle Way House 338 S Washington Street Bloomington, Indiana 47404 Tel: (812) 336-0846 Fax: N/A
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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.

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.

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. "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. "Monthly Client Profile Form" each month through May 31, 2027;
 - 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 relates 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 11, 2026.
- December, January and February claims must be submitted no later than March 15, 2027.
- March, April and May claims must be submitted no later than May 5, 2027.

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 a complete and accurate Monthly Client Profile Reporting form with the claim 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, and Executive Order 11063.
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. 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

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

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 B, 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. Other Applicable Federal Requirements

A. CFR 24 Part 570 Subpart K – Other Program Requirements

- 1. 570.600 General
- 2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
- 3. 570.602 Section 109 of the Act.
- 4. 570.603 Labor standards.
- 5. 570.604 Environmental standards.
- 6. 570.605 National Flood Insurance Program.
- 7. 570.606 Displacement, relocation, acquisition, and replacement of housing
- 8. 570.607 Employment and contracting opportunities.
- 9. 570.608 Lead-based paint.
- 10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

B. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

1. 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. **Unique Entity Identifier (UEI)**
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.
 - b. **System for Award Management (SAM)**
The 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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
- Flood Disaster Protection – NA
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – NA
- Release of Funds ("ROF")

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

X. POLICY REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New policy requirements, developed to conform with 2025 executive orders and updated interpretations, are included in this Agreement as Addendum #1- Policy

Requirements. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contract requirements and is incorporated into this Agreement by reference.

XI. NON-COLLUSION, ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

XII. Accessibility Compliance

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

XIII. 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.

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director

MIDDLE WAY HOUSE:

By:

Carrie Stillions, Director

CITY OF BLOOMINGTON:

By:

Kerry Thomson, Mayor

Carrie Stillions, Executive Director

By:

Board Chairperson

26-79
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF 2026 CDBG GRANT AGREEMENT
WITH NEW HOPE FOR FAMILIES

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with New Hope for Families.; and

WHEREAS, funds will be used for the New Hope Family Shelter and childcare program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Social Services has been presented to the Bloomington 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 Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Pathways, Inc. for the Compass Early Learning Center Childcare and Education Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Seventeen Thousand Nine Hundred fifty Four Dollars and Thirty Four Cents (\$17,954.34).**

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a

Notice to Proceed issued by City program staff. The Environmental Review Record (“ERR”) must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
NEW HOPE FOR FAMILIES
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this _____ day of _____, 2026, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and New Hope for Families of Bloomington, 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, 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-26-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 Family Shelter Program during CDBG Year 2026-2027 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	New Hope Family Shelter
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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. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one 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.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

☐ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Childcare Services to families impacted by homelessness.

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	18	210

Unit of activity would equal one CDBG eligible individual 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, 2026 and end on the 31st day of May, 2027. The last claim for services rendered must be filed before May 5, 2026.

III. Budget

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$17,954.34
Per Unit Accomplishment Amount	\$76.31

IV. Payment

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Seventeen Thousand Nine Hundred Fifty Four Dollars and Thirty Four Cents (\$17,954.34)**. 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:

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Emily Pike, Executive Director New Hope for Families 1140 S Morton Street Bloomington, Indiana 47403 Tel: (812) 334-9840 Fax: N/A
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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.

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.

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. "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. "Monthly Client Profile Form" each month through May 31, 2027;
 - 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 relates 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 11, 2026.
- December, January and February claims must be submitted no later than March 15, 2027.
- March, April and May claims must be submitted no later than May 5, 2027.

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 a complete and accurate Monthly Client Profile Reporting form with the claim 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, and Executive Order 11063.
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. 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

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

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 B, 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. Other Applicable Federal Requirements

A. CFR 24 Part 570 Subpart K – Other Program Requirements

- 1. 570.600 General
- 2. 570.601 Public Law 88-352 and Public Law 90-284; Executive Order 11063.
- 3. 570.602 Section 109 of the Act.
- 4. 570.603 Labor standards.
- 5. 570.604 Environmental standards.
- 6. 570.605 National Flood Insurance Program.
- 7. 570.606 Displacement, relocation, acquisition, and replacement of housing
- 8. 570.607 Employment and contracting opportunities.
- 9. 570.608 Lead-based paint.
- 10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

B. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

1. 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. **Unique Entity Identifier (UEI)**
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.
 - b. **System for Award Management (SAM)**
The 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.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
- Flood Disaster Protection – NA
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – NA
- Release of Funds ("ROF")

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

X. POLICY REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New policy requirements, developed to conform with 2025 executive orders and updated interpretations, are included in this Agreement as Addendum #1- Policy

Requirements. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contract requirements and is incorporated into this Agreement by reference.

XI. NON-COLLUSION, ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

XII. Accessibility Compliance

Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/>. If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

XIII. 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.

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

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT:**

By:

Anna Killion-Hanson, Director

NEW HOPE FOR FAMILIES:

By:

Emily Pike, Director

CITY OF BLOOMINGTON:

By:

Kerry Thomson, Mayor

By:

Board Chairperson