

AGENDA
REDEVELOPMENT COMMISSION
October 16, 2023 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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Meeting ID: 835 3265 0305 Passcode: 977037

I. ROLL CALL

II. READING OF THE MINUTES – October 2, 2023

III. EXAMINATION OF CLAIMS –October 13, 2023 for \$39,155.18

IV. EXAMINATION OF PAYROLL REGISTERS—October 6, 2023 for \$37,491.55

V. REPORT OF OFFICERS AND COMMITTEES

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

VI. NEW BUSINESS

- A. Resolution 23-78: Approval of CDBG Funding Agreement for Hoosier Hills Food Bank
- B. Resolution 23-79: Approval of CDBG Funding Agreement for Beacon, Inc.
- C. Resolution 23-80: Approval of CDBG Funding Agreement for Community Kitchen
- D. Resolution 23-81: Approval of CDBG Funding Agreement for Monroe County United Ministries
- E. Resolution 23-82: Approval of CDBG Funding Agreement for Mother Hubbard's Cupboard
- F. Resolution 23-83: Approval of CDBG Funding Agreement for New Hope for Families
- G. Resolution 23-84: Approval of LEED Services Agreement with Applied Engineering Services for Showers West
- H. Resolution 23-85: Amended Project Review and Approval Form for Development of New Hopewell Neighborhood
- I. Resolution 23-86: Approval of Funding for Single Solar Trailer to Power Security Cameras at Hopewell
- J. Resolution 23-87: Approval of Demolition Contract for Hopewell Blocks 8, 9, and 10
- K. Resolution 23-88: Approval of Third Amendment of Agreement for Security Patrols at Hopewell Properties
- L. Resolution 23-89: Agreement with VET for Environmental Services at Hopewell
- M. Resolution 23-90: Approval of Agreement with Patriot Engineering and Environmental, Inc. for Construction Materials Testing and Inspections
- N. Resolution 23-91: Approval of CDBG Physical Improvement Funding Agreement for Monroe County United Ministries

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA met on Monday, October 2, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=12856>***

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Deb Hutton, and Deborah Myerson attended the meeting in person. Erin Cooperman, MCCSC Representative attended via zoom.

Commissioners Absent: Sarah Bauerle Danzman and Randy Cassidy

Staff Present: John Zody, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Financial Specialist, HAND; Colleen Newbill, Assistant City Attorney, City Legal; Heather Lacy, Assistant City Attorney, City Legal; Holly Warren, Interim Director and Assistant Director for the Arts, Economic and Sustainable Development

Others Present: John Fernandez, Senior Vice President, The Mill; Sam Dove; Chris Ciolli, Weddle Bros. Construction; Clark Greiner, BEDC; Jen Pearl, BEDC; Martie Vandeventer, Controller, Building Associates, Inc.; Todd Hoops, Area Manager, E&B Paving, LLC

II. READING OF THE MINUTES –Deborah Hutton moved to approve the September 18, 2023 minutes, September 18, 2023 executive summary, and the September 27, 2023 minutes. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deborah Myerson moved to approve the claim register for September 29, 2023 for \$140,255.77. Deb Hutton seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS –Deb Hutton moved to approve the payroll register for September 22, 2023, for \$37,466.60. Deborah Myerson seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director’s Report. John Zody stated that the City is hosting its annual commissioner’s appreciation event on October 24, 2023 at the Waldron Arts Center from 5:30 to 7:30 p.m. An invitation was sent to the commissioners via email.

B. Legal Report: Colleen Newbill informed the commission that there was a bid opening on September 26, 2023 for the Trades District Tech Center. Three of those bids packages will be awarded tonight and the remaining bid packages will be awarded at a later date.

C. Treasurer’s Report: Jeff Underwood was not present. Legal staff was available to answer questions.

D. Business Development Updates: Holly Warren gave a brief update on ESD activities. She was available to answer questions.

E. Hopewell Update: John Zody gave an update on Hopewell activities. Zody stated the public offering sheets for Hopewell Blocks 8, 9, and 10 is the first item under new business. Bids for demolition for most of the buildings will be held October 10. Those results will be brought to the October 16 RDC meeting.

VI. NEW BUSINESS

A. Resolution 23-73: Approval of Offering Sheets for Hopewell Blocks 8, 9, and 10. John Zody stated that staff obtained two separate appraisals of the properties and prepared a notice of offering. In order to publicly offer property for sale in accordance with Indiana Code, the Redevelopment Commission must publish notice in the Herald Times. There is a 30-day deadline with responses due November 1, 2023 by 12 p.m.

Deb Hutton asked why blocks 8 and 9, which are two separate blocks appear to have one parcel number and block 10, which is a single block has two parcel numbers. John Zody explained 8 and 9 are formally one parcel but will need to be subdivided into two parcels.

Cindy Kinnarney asked for public comment.

There was one comment from the public asking for clarity on the parcel descriptions.

Heather Lacy explained that the parcel numbers are what will carry the day. The descriptions mirror what was in the request for information. Lacy said it is a little confusing that we refer to those areas as blocks 8, 9, and 10 but in reality it is two areas which are C & D, so we will use the parcel numbers along with the opportunity to walk the property as being the way that we describe them for purposes of the public offering. The discussion continued.

Deborah Myerson asked if an additional exhibit could be added for clarity. Lacy will revise Exhibit A of Resolution 23-73 to include a Master Plan rendering of the Hopewell site depicting the property available in the public offering sheets as blocks 8, 9, and 10.

Deborah Myerson moved to approve Resolution 23-73 with the amendment of adding an exhibit to the public offering as stated above. Deb Hutton seconded the motion. The motion passed unanimously.

A copy of the amended resolution and exhibit is attached to the minutes.

B. Resolution 23-74: Bid Acceptance and Contract Award for Bid Package #1 for the Trades District Tech Center. Colleen Newbill stated the City held a bid opening on September 27, for six separate bid packages. Two bids were received for bid package #1. The bid was awarded to E&B Paving, they had the lowest most responsive and reasonable bid. Staff have negotiated an agreement with E&B Paving for an amount not to exceed \$1,248,142.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 23-74. Deborah Myerson seconded the motion. The motion passed unanimously.

C. Resolution 23-75: Bid Acceptance and Contract Award for Bid Packages #2 and #4 for the Trades District Tech Center. Colleen Newbill stated the City held a bid opening on September 27, for six separate bid packages. Three bids were received for bid package #2 and three bids were received for bid package #4. Building Associates was the lowest, most responsive and reasonable bidder for both bid packages. Staff have negotiated an agreement with Building Associates for bid package #2 for \$6,293,700 and bid package #4 for \$452,300. The total contract is for an amount not to exceed \$6,746,000.

Deb Hutton pointed out that the in a couple of places the resolution refers to E&B Paving instead of Building Associates. Colleen Newbill said it is a typo and she will correct the resolution. Myerson asked to see the bid numbers to verify they were correct in the resolution. Newbill

stated she double-checked the amounts and they are correct. However, she will send the bid tab to the commissioners for their reference.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 23-75 with the above corrections. Deb Hutton seconded the motion. The motion passed unanimously.

- D. Resolution 23-76: Right of Entry for Access for Trades District Tech Center Construction Staging.** Colleen Newbill stated this is a request for Weddle Bros. to access the lots surrounding the lot where the Tech Center will be constructed, for the construction staging. Construction is anticipated to begin no later than October 12, 2023.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 23-76. Deborah Myerson seconded the motion. The motion passed unanimously.

- E. Resolution 23-77: Right of Entry for Access to 627 N. Morton Street for Trades District Tech Center Field Office.** Colleen Newbill stated this is a request for Weddle Bros. to access the property located at 627 N Morton. They are requesting use of the western portion of the building which is the back half closest to the Tech Center construction area. They will be using the area to set up their construction office for the duration of the construction project.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 23-77. Deb Hutton seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION –

- XI. ADJOURNMENT –** Deborah Hutton moved to adjourn. Deborah Myerson seconded the motion. The meeting adjourned at 5:35 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

23-73
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF OFFERING SHEETS FOR HOPEWELL BLOCKS 8, 9, AND 10.

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; and

WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31; and

WHEREAS, the RDC desires to notice the offering of the parcels within the Hopewell Project to begin redevelopment on the site as depicted in Exhibit A; and

WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publicly offer property for sale; and

WHEREAS, the RDC has obtained two (2) separate appraisals of the Properties; and

WHEREAS, pursuant to those appraisals, Staff has prepared a notice of offering for the Properties; and

WHEREAS, the notice of offering is attached to this Resolution as Exhibit A; and

WHEREAS, in order to publically offer property for sale in accordance with Indiana Code § 36-7-14-22, the Redevelopment Commission must publish notice in The Herald Times in accordance with Indiana Code § 5-3-1-2(e);

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

1. The RDC reaffirms its support for the Project.
2. The RDC finds that the sale of the Properties will enhance the development and economic development of the Consolidated TIF.
3. The Notice of Offering and Offering Sheet attached to the Resolution as Exhibit A are approved.

4. The RDC authorizes the City of Bloomington Controller to expend an amount not to exceed One Thousand Dollars (\$1,000.00) from the General RDC Account (Fund 444-15-150000-53990) for the costs of publishing the Notice of Offering. This expenditure must comply with the City and the RDC's claims process.
5. The funding authorization approved by this Resolution shall terminate December 31, 2023, unless extended by approval by Resolution of the RDC

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

Note: At the October 2, 2023 Regular Session, the RDC revised Exhibit A of this Resolution titled, "Offering Packet" to include a Master Plan rendering of the Hopewell site depicting the property available in the Public Offering Sheets as Blocks 8, 9, and 10.

OFFERING PACKET

Hopewell
607-723 W. 1st Street
Bloomington, Indiana
October 2, 2023
City of Bloomington
Redevelopment Commission

NOTICE OF REAL ESTATE FOR SALE

Notice is hereby given that on **November 1, 2023 at 12:00 p.m. (Noon) local time (EDT)**, the Bloomington Redevelopment Commission (RDC) will—in the McCloskey Room of Bloomington City Hall, 401 N. Morton St., Suite 135, Bloomington, Indiana—open and consider written offers for the purchase of certain real estate within Hopewell, described in more detail below (the “Property”).

The RDC is willing to entertain proposals for the purchase of the Property for the purposes described in this notice. The offer should meet the conditions set forth below.

Property Descriptions and Information

The Property generally consists of a 5.6-acre area, located at 607-723 W. 1st Street, within the whole 24-acre Hopewell Neighborhood.

- A. The Property specifically consists of the following parcels, identified by the following Blocks and corresponding Parcel Numbers:
- **Block 8** (approximately 2.0 acres) located south of 1st Street between S. Fairview and Rogers Streets; and **Block 9** (approximately 2.2 acres) located south of 1st Street between S. Fairview and S. Jackson Streets.
 - Parcel #53-08-05-100-014.000-009
 - **Block 10** (approximately 1.4 acres) located at the corner of W. 1st and S. Fairview Streets.
 - Parcel #53-08-05-402-115.000-009
 - Parcel #53-08-05-100-028.000-009
- B. The minimum offering price for purchase of the Property is \$3,560,730 in the aggregate. Offers for individual parcels or blocks may be considered with the following minimum offering prices: Block 8: \$1,448,350; Block 9: \$1,448,350; and Block 10: \$664,030. The property is sold as is.
- C. A map of the Property can be found in the Offering Packet.
- D. An Overlay District for this area applies to Block 8 of this Public Offering, providing district development standards consistent with the Master Plan. Blocks 9 and 10 are zoned R4 which is consistent with the Bloomington Hospital Redevelopment Master Plan and are not part of the Overlay.

Offering Packet and Bid Deadline

The Offering Packet may be picked up in the Legal Department, Suite 220, Showers City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays, or may be sent electronically upon request. Please direct questions about receiving packets to Heather Lacy at heather.lacy@bloomington.in.gov or at (812) 349-3426.

Items included in the Offering Packet are:

- * This Notice of Offering,
- * Offering Sheet, and
- * Instructions to Bidders.

All offers must be filed with the City of Bloomington Legal Department **no later than 12:00 p.m. (Noon) EDT on November 1, 2023**, and shall be in the form described in the City's Instructions to Bidders. Proposals submitted or received after that date and time may not be considered. Responses may be emailed before said deadline to Heather Lacy at heather.lacy@bloomington.in.gov.

Development Standards and Limitations

1. The Redevelopment Commission is specifically interested in developers who will use the Property in conjunction with adjoining property (either that is already under the ownership or control of the developer or that is acquired at the expense of the developer) in a way that supports the development of Hopewell in accordance with the Hopewell Master plan, which can be found at <https://bloomington.in.gov/hopewell>.
2. Student housing is explicitly not of interest to the RDC for this project.
3. The property may not be sold to a person who is ineligible under Indiana Code § 36-1-11-16.
4. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

Selection

The RDC reserves the right to reject any or all offers. Offers may consist of consideration in the form of cash, other property, or a combination of cash and other property. With respect to property other than cash, the offer must be accompanied by evidence of the property's fair market value.

In determining the best offer, the RDC shall take into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; any existing relationships with parties related to the approval process ("Parties"); the proposed redevelopment plan and future uses; the scope of

investigation/discussion with Parties; how the offer and intended use(s) contribute to the City's plans for the Hopewell Neighborhood; and any other statutory criteria in Indiana Code § 36-7-14-22.

Project Agreement. A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

For a period of thirty (30) days after the opening of the written offers, no sale may be made at a price less than that shown on the Offering Sheet. After that, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan.

All submissions to this Notice of Offering must be received by no later than **12:00 p.m. (Noon) EDT on November 1, 2023**

This notice is given pursuant to Indiana Code § 36-7-14-22(d) and Indiana Code § 5-3-1-2(e).

Dated October 17 and 24, 2023

BLOOMINGTON REDEVELOPMENT COMMISSION

OFFERING SHEET
CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION
c/o City of Bloomington Legal Department
Showers City Hall, Suite 220
401 N. Morton Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the acquisition of the Property located at 607-723 W. 1st Street. The RDC will consider and entertain proposals to use the property to develop in accordance with the Hopewell Master Plan.

Legal Descriptions and Property Information

1. The real estate to be sold includes parcels located at 607-723 W. 1st Street, Bloomington, IN 47403.
2. The Property specifically consists of the following parcels, identified by the following Blocks and corresponding Parcel Numbers:
 - **Block 8** (approximately 2.0 acres) located south of 1st Street between S. Fairview and Rogers Streets; and **Block 9** (approximately 2.2 acres) located south of 1st Street between S. Fairview and S. Jackson Streets.
 - **Parcel #53-08-05-100-014.000-009**
 - **Block 10** (approximately 1.4 acres) located at the corner of W. 1st and S. Fairview Streets.
 - **Parcel #53-08-05-402-115.000-009**
 - **Parcel #53-08-05-100-028.000-009**

NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.

3. An Overlay District for this area applies to Block 8 of this Public Offering, providing district development standards consistent with the Master Plan. Blocks 9 and 10 are zoned R4 which is consistent with the Bloomington Hospital Redevelopment Master Plan and are not part of the Overlay.
4. A map showing the location of the Property is attached.

Minimum Offering Prices

The minimum offering price for purchase of the Property is \$3,560,730 in the aggregate. Offers for individual parcels or blocks may be considered with the following minimum offering prices: Block 8: \$1,448,350; Block 9: \$1,448,350; and Block 10: \$664,030. The property is sold as is.

Development Standards and Limitations

1. The Redevelopment Commission is specifically interested in developers who will use the Property in conjunction with adjoining property (either that is already under the ownership or control of the developer or that is acquired at the expense of the developer) in a way that supports the development of Hopewell in accordance with the Hopewell development plan, which can be found at <https://bloomington.in.gov/hopewell>.
2. Student housing is explicitly not of interest to the RDC for this project.
3. The property may not be sold to a person who is ineligible under Indiana Code § 36-1-11-16.
4. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC for the Property, which shall address all easements related to the Project; restrictive covenants on use, affordability, and development of the Project; and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before thirty (30) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

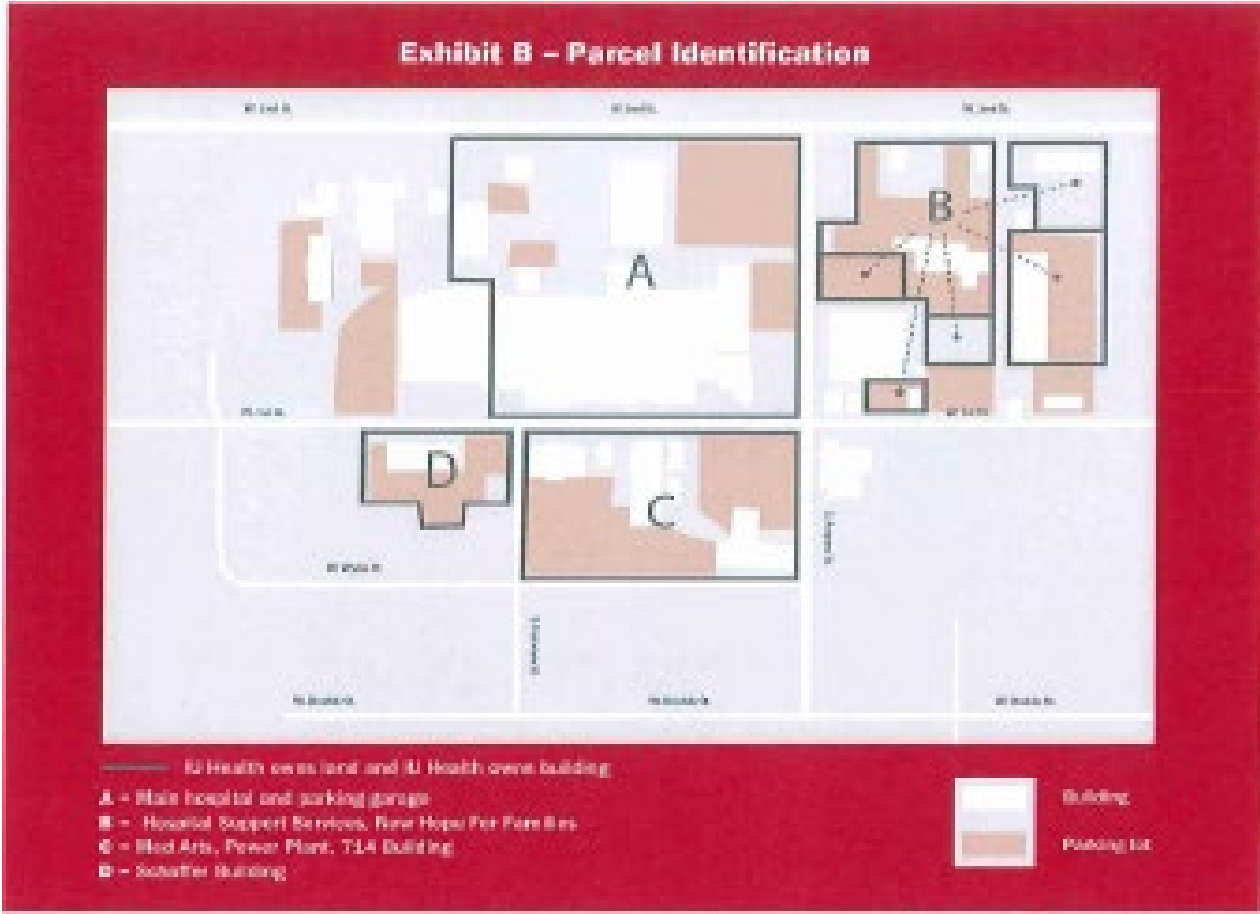
Requirements of Bidders

The successful bidder must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property.

OFFERING SHEET
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
Legal Department
Showers City Hall, Suite 220
401 N. Morton Street
Bloomington, IN 47404

SITE INFORMATION

The site is located at 607-723 W. 1st Street, Bloomington, IN 47403. It is areas “C” and “D” as depicted in the following image



The site is located on the site of the former IU Health Bloomington Hospital at 2nd and Rogers Streets, and is Bloomington’s newest neighborhood: Hopewell. Master Plan for redevelopment of Hopewell can be found online at <https://bloomington.in.gov/hopewell>.

RDC Amendment #1 (October 2, 2023, Redevelopment Commission Meeting):

The site is depicted as Blocks 8, 9, and 10 in the following Hopewell Master Plan rendering, which shows anticipated subdivision of the area.



INSTRUCTIONS TO BIDDERS

1. General: In accordance with Indiana Code 36-7-14-22, the Bloomington Redevelopment Commission ("RDC") is offering the properties described in Offering Sheet and Request for Proposals (the "Property") for sale.

a. The RDC will ensure that the disposal of the Property is duly advertised in *The Hoosier-Times* newspaper of Bloomington, Indiana. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.

b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into a Project Agreement with the RDC within sixty (60) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.

c. A bid submitted by a trust (as defined in Indiana Code 30-4-1-1 (a)) must identify each beneficiary of the trust and settler empowered to modify the trust.

2. Offering Packet: The offering packet contains the RDC's Notice of Offering Real Estate for Sale, Offering Sheet, and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for the Property for which offers will be considered. Interested persons may obtain the Offering Packet in person from Legal Department, 401 N. Morton Street, Suite 220, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5 :00 p.m. weekdays, or by requesting an electronic copy. Please direct questions about receiving packets to Heather Lacy (812)349-3426 or by email at heather.lacy@bloomington.in.gov.

3. Electronic Submittal: Bids must be submitted electronically via email as provided herein and received **by 12:00 p.m. EDT on November 1, 2023**. Bids shall be emailed to Heather Lacy at heather.lacy@bloomington.in.gov and must be received before **12:00 p.m. EDT on November 1, 2023**. The Subject Line of the email transmittal should be the "Hopewell Lots 8, 9, and 10 Public Offering Proposal." The message body shall contain the company or individual's name, point of contact address and phone number. Bid submission documents shall be in the format of an attachment or attachments using one or a combination of the following file formats: Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and/or TIF or JPG image formats. Multiple document attachments for the same bid shall be submitted in one single message and total message size should not exceed 10MB. Submissions received in any other format not listed above may be rejected. The Redevelopment Commission and the City of Bloomington are not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result. The Redevelopment Commission and the City of Bloomington are not responsible for equipment or software failure that may cause delay or non-delivery.

At 12:00 p.m. EDT on November 1, 2023, the RDC or its representative will publicly open and consider all written offers at a public meeting. All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

4. Form of Offer: Every offer must be made in the form of a letter of intent which must include purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; the proposed redevelopment plan and future uses; and how the offer and intended use contributes to the City's plans for The Hopewell Project.

- 5. Explanations:** If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Heather Lacy at heather.lacy@bloomington.in.gov by noon EDT on October 25, 2023.
- 6. Withdrawal of Offer:** No offer will be allowed to be withdrawn after bid opening.
- 7. Rejection or Acceptance of Offers:** The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance.
- 8. Purchase Price and Other Terms:** Within a period of thirty (30) days after the opening of the written offers, the purchase price of the Property to be sold shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana law (Indiana Code 36-7-14-22). Said purchase price may be in the form of cash. After that thirty (30) day period, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan. In determining the best offer, the RDC shall take into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process, Indiana University, Westgate/Crane and other key region innovation economy stakeholders ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City's plans for the Hopewell Project, including intended use; any property that may be contributed as part of the consideration to the City; and any other statutory criteria in Indiana Code § 36-7-14-22(f). A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.
- 9. Development Standards and Limitations:** Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can ensure compliance with the Development Standards and Limitations. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any agreement structure acceptable to the RDC in its sole discretion that enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.
- 10. Development Plan:** Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings, and other material that indicate how the proposed redevelopment will serve the interests of the community and the Hopewell Project goals, and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Section 3 above.
- 11. Transfer of Title and Possession:** Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Project Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner's title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the

successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty.

23-78
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-22-MC-1 8- 0013 for public service activities; and;

WHEREAS, funds for the Food Distribution Program, Hoosier Hills Food Bank have been approved from said source; and;

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Hoosier Hills Food Bank for the provision of services for the Food Distribution Program is approved for an amount not to exceed Twenty One Thousand Three Hundred Ninety-Six Dollars and Seventy Cents (\$21,396.70)

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, 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 _____, 2023, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Hoosier Hills Food Bank, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2333 W. Industrial Park Dr., Bloomington, IN 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-23-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:

II. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Distribution Program during CDBG Year 2023-2024 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Collect food for food distribution through direct service programs and partner agencies serving people with low-incomes, children, seniors, and the ill.
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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: Food Distribution Program located within Bloomington city limits; demographic information will be collected to demonstrate that 51% or more of households served are CDBG eligible.

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	8,333 lbs	100,000 lbs

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

D. Performance Monitoring

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

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2023 and end on the 31st day of May, 2024. The last claim for services rendered must be filed before May 12, 2024.

IV. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses	\$21,396.70
Per Unit Accomplishment Amount	\$.21/lb

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Twenty One Thousand Three Hundred Ninety Six Dollars and Seventy Cents (\$21,396.70)**. 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.

VI. NOTICES

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

<p>Grantee:</p> <p>John Zody, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Julio Alonso, Executive Director Hoosier Hills Food Bank P.O. Box 697 Bloomington, Indiana 47404 Tel: (812) 334-8374 Fax: (812) 334-8377</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VII. 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.

VIII. 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, 2024;
- 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 13, 2023.
- December, January and February claims must be submitted no later than March 15, 2024.
- March, April and May claims must be submitted no later than May 12, 2024.

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.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit 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).

X. 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; affirmatively furthering fair housing; 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. Data Universal Numbering System (DUNS)

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

b. System for Award Management (SAM)

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

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.

XI. 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.

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.

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

Redevelopment Commission

Cindy Kinnarney, President

Date: _____

Deborah Myerson, Secretary

Date: _____

Hoosier Hills Food Bank

Julio Alonso, Executive Director

Date: _____

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.

(job title)

(company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 company named herein is enrolled in and participates in the E-verify program.

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

23-79
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-23-MC-1 8- 0013 for public service activities, and;

WHEREAS, funds for the Friend's Place Emergency Shelter, Beacon Inc. have been approved from said source, and;

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Beacon Inc. for the provision of services for the Friend's Place Emergency Shelter is approved for an amount not to exceed Twenty One Thousand Three hundred Ninety Six Dollars and Seventy Cents (\$21,396.70)

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

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

THIS AGREEMENT, entered into this ____ day of _____, 2023, by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”) and Beacon, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 620 S. Walnut Street, Bloomington, Indiana (“Subrecipient”).

WHEREAS, 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, Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-23-MC-18-0013 to the Subrecipient; and

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

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

II. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Friend’s Place Emergency Shelter program during CDBG Year 2023-2024 in a manner satisfactory to 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	Staffing for the Friend’s Place 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: Service is a Homeless Shelter also providing case management services. Located in an accessible area within the city limits of Bloomington, and on bus line, in close proximity to other social service resources accessed by LMI households. Demographic data will be collected to document that 51% or more of households served meet CDBG eligibility.

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	25	300

Unit of activity is providing one CDBG eligible person with a shelter.

D. Performance Monitoring

Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by 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 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 the required documentation, or failure to submit required documentation in a timely manner.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2023 and end on the 31st day of May, 2024. The last claim for services rendered must be filed before May 12, 2024.

IV. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$21,396.70
Per Unit Accomplishment Amount	\$71.32

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this contract shall not exceed **Twenty-One Thousand, Three Hundred Ninety-Six Dollars and Seventy Cents (\$21,396.70)**. 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. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from Grantee. 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.

VI. NOTICES

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

Grantee: John Zody, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Forrest Gilmore, Executive Director 620 S. Walnut Street, Bloomington, Indiana 47402 Tel: (812) 334-5734
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If any contact information changes for the Subrecipient, a written notice of such change must be made to Grantee within three (3) business days of the change.

VII. 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. 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 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

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 Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release 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 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 Grantee, become the property of 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.

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 Grantee may declare the Subrecipient ineligible for any further participation in 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, 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 Grantee, or is otherwise adjudicated to be in compliance.

VIII. 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 Principals 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, 2024;
- 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 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 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 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 Grantee each month a claim voucher pursuant to 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 Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on 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 13, 2023.
- December, January and February claims must be submitted no later than March 15, 2024.
- March, April and May claims must be submitted no later than May 12, 2024.

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.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit 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 Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from 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 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 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).

X. 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; affirmatively furthering fair housing; 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. Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of Grantee, the unique identifier of Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).
 - a. **Data Universal Numbering System (DUNS)**

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

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

Grantee shall report the names and total compensation of the five (5) most highly compensated officers of Grantee in SAM if 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. 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, 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.

XI. 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.

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.

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

Redevelopment Commission

Cindy Kinnarney, President

Date: _____

Deborah Myserson, Secretary

Date: _____

Beacon Inc.

Forrest Gilmore, Executive Director

Date: _____

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 company named herein is enrolled in and participates in the E-verify program.

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

**23-80
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-23-MC-1 8- 0013 for public service activities; and;

WHEREAS, funds for the Food Pantry Program, Community Kitchen have been approved from said source; and;

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Community Kitchen for the provision of services for the Food Pantry Program is approved for an amount not to exceed Twenty One Thousand Three Hundred Ninety-Six Dollars and Seventy Cents (\$21,396.70)

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Community Kitchen of Monroe County Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1515 S. Rogers St., Bloomington, IN 47403 (Hereinafter referred to as “Subrecipient”).

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-23-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:

II. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Free Meals Service Program during CDBG Year 2023-2024 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

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

Nature and Location: the activity is providing free meals targeted towards vulnerable populations; one of the locations is within the local housing authority; demographic data will be collected from persons served and must demonstrate that 51% or more served are CDBG eligible

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	342	4100

Unit of activity equals one meal for CDBG eligible recipients.

D. Performance Monitoring

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

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2023 and end on the 31st day of May, 2024. The last claim for services rendered must be filed before May 12, 2024.

IV. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses	\$21,396.70
Per Unit Accomplishment Amount	\$3.24

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Twenty-One Thousand, Three Hundred Ninety-Six Dollars and Seventy Cents (\$21,396.70)**. 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. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. 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.

VI. NOTICES

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

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

VII. 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.

VIII. 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, 2023;
- 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 13, 2023.
- December, January and February claims must be submitted no later than March 15, 2024.
- March, April and May claims must be submitted no later than May 12, 2024.

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.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit 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).

X. 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; affirmatively furthering fair housing; 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. **Data Universal Numbering System (DUNS)**

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

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

XI. 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.

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.

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

Redevelopment Commission

Cindy Kinnarney, President

Date: _____

Deborah Myerson, Secretary

Date: _____

Community Kitchen of Monroe County Inc.

Vicki Pierce, Executive Director

Date: _____

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 company named herein is enrolled in and participates in the E-verify program.

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

**23-81
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-23-MC-1 8- 0013 for public service activities; and;

WHEREAS, funds for the Compass Early Learning Center, Monroe County United Ministries have been approved from said source; and;

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Monroe County United Ministries for the provision of services for the Compass Early Learning Center is approved for an amount not to exceed Twenty One Thousand Three Hundred Ninety-Six Dollars and Seventy Cents (\$21,396.70)

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Monroe County United Ministries, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 827 W. 14th Court, Bloomington, IN 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-23-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:

II. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Compass Early Learning Center Program during CDBG Year 2023-2024 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	Compass Early Learning Center early child care.
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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: Service is a Childcare Services Provider. Located in an accessible area within the city limits of Bloomington, and on bus line, in close proximity to other social service resources accessed by LMI households. Demographic data will be collected to document that 51% or more of households served meet CDBG eligibility.

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	7	84

Unit of activity is providing one CDBG eligible person with services.

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.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2023 and end on the 31st day of May, 2023. The last claim for services rendered must be filed before May 12, 2024.

IV. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses	\$21,396.70
Per Unit Accomplishment Amount	\$254.72

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Twenty-One Thousand, Three Hundred Ninety-Six Dollars and Seventy Cents (\$21,396.70)**. 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. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. 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.

VI. NOTICES

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

<p>Grantee:</p> <p>John Zody, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Katie Broadfoot, Executive Director 827 W. 14th Court, Bloomington, Indiana 47404 Tel: (812) 339-3429</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VII. 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.

VIII. 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, 2024;
- 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 13, 2023.
- December, January and February claims must be submitted no later than March 15, 2024.
- March, April and May claims must be submitted no later than May 12, 2024.

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.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit 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).

X. 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; affirmatively furthering fair housing; 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. Data Universal Numbering System (DUNS)

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

b. System for Award Management (SAM)

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

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.

XI. 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.

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.

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

Redevelopment Commission

Cindy Kinnarney, President

Date: _____

Deborah Myserson, Secretary

Date: _____

Monroe County United Ministries

Katie Broadfoot, Executive Director

Date: _____

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 company named herein is enrolled in and participates in the E-verify program.

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

**23-82
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-23-MC-1 8- 0013 for public service activities; and;

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

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Mother Hubbard's Cupboard for the provision of services for the Food Pantry Program is approved for an amount not to exceed Twenty One Thousand Three hundred Ninety Six Dollars and Seventy Cents (\$21,396.70)

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Mother Hubbard’s Cupboard, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1100 W. Allen St., Bloomington, IN 47403 (Hereinafter referred to as “Subrecipient”).

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-23-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:

II. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Pantry Program during CDBG Year 2023-2024 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide food items to persons in need Tuesday –Thurs.
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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: Service is a food pantry to provide food at no cost. Located in an accessible area within the city limits of Bloomington, and on bus line, in close proximity to other social service resources accessed by LMI households. Demographic data will be collected to document that 51% or more of households served meet CDBG eligibility.

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	7,167	86,000

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

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.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2023 and end on the 31st day of May, 2024. The last claim for services rendered must be filed before May 12, 2024.

IV. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses	\$21,396.70
Per Unit Accomplishment Amount	\$.25

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Twenty-One Thousand, Three Hundred Ninety-Six Dollars and Seventy Cents (\$21,396.70)**. 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. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. 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.

VI. NOTICES

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

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

VII. 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.

VIII. 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, 2024;
- 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 13, 2023.
- December, January and February claims must be submitted no later than March 15, 2024.
- March, April and May claims must be submitted no later than May 12, 2024.

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.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit 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).

X. 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; affirmatively furthering fair housing; 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. Data Universal Numbering System (DUNS)

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

b. System for Award Management (SAM)

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

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.

XI. 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.

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.

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

Redevelopment Commission

Cindy Kinnarney, President

Date: _____

Deborah Myserson, Secretary

Date: _____

Mother Hubbard's Cupboard

Megan Betz, Executive Director

Date: _____

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.

(job title)

(company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 company named herein is enrolled in and participates in the E-verify program.

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

**23-83
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-23-MC-1 8- 0013 for public service activities; and;

WHEREAS, funds for the Ready Kids Program, New Hope for Families have been approved from said source; and;

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and New Hope for Families for the provision of services for the Ready Kids Program is approved for an amount not to exceed Twenty One Thousand Three Hundred Ninety-Six Dollars and Seventy Cents (\$21,396.70)

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, 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 _____, 2023, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “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 301 W 2nd Street, 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-23-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:

II. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Early Childhood Learning Program at the Nest at New Hope during CDBG Year 2023-2024 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	The Nest at New Hope. Early Childhood Care Program food costs.
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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 care and early childhood education services to families within the Bloomington city limits; demographic information will be collected to demonstrate that 51% or more of households served are CDBG eligible.

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	5	60

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.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2023 and end on the 31st day of May, 2024. The last claim for services rendered must be filed before May 13, 2024.

IV. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$21,396.70
Per Unit Accomplishment Amount	\$356.62

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Twenty-One Thousand Three Hundred Ninety-Six Dollars and Seventy Cents (\$21,396.70)**. 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.

VI. NOTICES

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

<p>Grantee:</p> <p>John Zody, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Emily Pike, Executive Director New Hope for Families. 301 W. 2nd Street Bloomington, Indiana 47403 Tel: (812) 334-9840 Fax: N/A</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VII. 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.

VIII. 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, 2024;
- 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 13, 2023.
- December, January and February claims must be submitted no later than March 15, 2024.
- March, April and May claims must be submitted no later than May 12, 2024.

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.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit 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).

X. 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; affirmatively furthering fair housing; 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. Data Universal Numbering System (DUNS)

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

b. System for Award Management (SAM)

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

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.

XI. 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.

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.

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

Redevelopment Commission

Cindy Kinnarney, President

Date: _____

Deborah Myerson, Secretary

Date: _____

New Hope for Families

Emily Pike, Executive Director

Date: _____

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 company named herein is enrolled in and participates in the E-verify program.

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Redevelopment Commission (hereinafter referred to as “City”), and Applied Engineering Services, a domestic for-profit corporation duly incorporated in the State of Indiana, with its principal place of business located at (hereinafter referred to as “Consultant”).

WHEREAS, the City acquired 320 W. 8th Street in Bloomington (“Showers West”) and desires to remodel and redevelop the building for use as a new police department and fire administration headquarters and office space; and

WHEREAS, the City also wishes to achieve a minimum certification of LEED silver; and

WHEREAS, the City requires the services of a professional commissioning agent to ensure that the project reaches its LEED silver goal, which is hereinafter referred to as the “Services” and which are more fully set forth below; and

WHEREAS, Consultant has the experience and professional expertise and is willing and able to provide such Services to the City; and

WHEREAS, it is in the public interest that such Services be undertaken and performed.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Effective Date, Term and Termination. The effective date for this Agreement is the date last entered in the signature blocks below. This Agreement shall commence on the effective date and expire on December 31, 2024, unless otherwise extended in writing pursuant to Article 28 of this Agreement.

In the event of a party’s substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The non performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City.

2. Compensation. The City shall pay Consultant for all fees and expenses for all Services herein provided in an amount not to exceed Seventy-One Thousand Dollars (\$71,000.00).

Consultant shall submit an invoice to the City upon the completion of the Services described herein. The invoice shall be sent to: Deputy Mayor, City of Bloomington Office of the Mayor (Suite 210), P.O. Box 100, Bloomington, Indiana 47401. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth herein shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or any expenses incurred by Consultant. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein.

3. **Scope of Services.** Consultant shall provide required Services for the City which are more fully set forth in the Scope of Services attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein. Time is of the essence and Consultant shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

4. **Standard of Care.** Consultant shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate in the Notice section below who is authorized to act on its behalf with respect to this Agreement.

6. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Common Council of the City of Bloomington or any board or commission, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.

7. **Schedule.** Consultant shall perform the Services by December 31, 2024, and in accordance with a schedule developed in coordination with the City and the City's architect, Axis Architecture. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

8. **Identity of Consultant.** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefore. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

9. **Ownership of Documents and Intellectual Property.** Consultant agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose. All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City, and the City shall have a perpetual, irrevocable, worldwide, royalty-free, nonexclusive right to use all intellectual property embodied in such materials for its internal and external purposes. Consultant shall retain its ownership rights in intellectual property and other proprietary property (including but not limited to software and databases) developed, utilized or modified by Consultant in the performance of the Services.

10. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. The City shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the City and the Consultant.

11. **Accessibility of Deliverables.** All final reports and other final deliverables provided by Consultant under this Agreement shall be provided digitally and shall meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.1, available at <https://www.w3.org/WAI/standards-guidelines/wcag/#iso> .

12. **Independent Contractor Status.** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

13. **Indemnification.** Consultant shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees of the City from and against all third party claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's willful misconduct or negligent performance of professional services under this Agreement and that of its Sub-consultants or anyone for whom the Consultant is legally liable.

14. **Cost Estimates.** All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the City has control over the cost of labor, materials or

equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to the Agreement.

15. Insurance. During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- A.** General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- B.** Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- C.** Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- D.** Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, its agents, officers, board members and employees shall be named as additional insureds under the General Liability and Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder. Consultant shall provide notice to City at least 30 days prior to any cancellation/termination of any or all insurance policies.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

16. Conflict of Interest. Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

17. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

18. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this

Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

19. **Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

20. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

21. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

22. **Non-Discrimination.** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department or the Bloomington Human Rights Commission. The City 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.

23. **Verification of New Employees' Immigration Status.** Consultant is enrolled in, and verifies 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). Consultant signed an e-verify affidavit, attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein.

Consultant may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant did not knowingly employ an unauthorized alien. If the Consultant fails to remedy the violation within the 30 day period, the City shall terminate the contract unless

the City 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 Consultant. If the City terminates the contract, the Consultant is liable to the City for actual damages.

24. **Non-Collusion.** Consultant certifies that it has not, nor has any other member, representative, or agent of Consultant, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant signed the non-collusion affidavit attached hereto, marked as **Exhibit "C"** and by this reference incorporated herein.

25. **Compliance with Laws.** In performing the Services under this Agreement, Consultant 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. When appropriate, Consultant shall advise City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

26. **Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

City of Bloomington Legal Department
Attn: Corporation Counsel
220 N Morton St, Suite 220
Bloomington, IN 47404

TO CONTRACTOR:

Applied Engineering Services
Attn: Mark Lehman
5975 Castle Creek Parkway, Suite 300
Indianapolis, IN 46250

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

27. **Intent to be Bound.** The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

28. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. This Agreement supersedes any and all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

EXHIBIT A
SCOPE OF WORK

[See attached]

EXHIBIT A - Scope of Services

June 19, 2023

Proposal No. 139-23

Mary Catherine Carmichael
Deputy Mayor
City of Bloomington
401 N Morton St.
Bloomington, IN 47404

**Re: Proposal for Commissioning Services
Bloomington Showers West Project Cx**

Dear Ms. Carmichael:

Applied Engineering Services (Applied) is pleased to provide this proposal for professional commissioning services for the renovated Showers building in Bloomington, Indiana. Our proposal is based on an email correspondence from Chris Hagan, StudioAxis on June 15, 2023.

PROJECT OVERVIEW

The multi-story, 64,000 SF renovation Showers building will be pursuing LEED V4.1 ID+C silver level.

SYSTEMS TO BE COMMISSIONED

We have included only those systems that are required by LEED. The systems to be commissioned are as follows:

1. HVAC systems such as new air handlers (DOAS), new heat pump units (sampling of 25%), new bathroom exhaust fans, and new miscellaneous heating and cooling equipment.
2. Plumbing systems related to energy and water, including the new domestic hot water system.
3. Electrical systems related to energy - indoor lighting controls. Loss of power test for the new generator backup electrical system.
4. New Renewable energy system (PV system).

COMMISSIONING SERVICES/SCOPE OF WORK

Fundamental Commissioning Services

1. Review the Owner's Project Requirements (OPR) document for clarity and completeness.
2. Review the Basis of Design (BOD) document for clarity and completeness.
3. Review the project 75% design documents and provide comments to Owner.

4. Develop and implement a commissioning plan.
5. Develop commissioning specifications for sections 01, 22, 23, and 26 to be incorporated into the bid documents
6. Plan, conduct, and distribute meeting minutes for commissioning meetings we have included in our proposal.
7. Develop a commissioning schedule to be incorporated into the construction schedule.
8. Develop and distribute Installation Verification Checklists (IVC) to verify the installation of the systems to be commissioned. Periodic site visits are included to review the installation of the commissioned equipment / systems.
9. Review a sampling of a TAB report.
10. Write functional performance test (FPT) procedures for the commissioned systems / equipment.
11. Coordinate, witness, and document functional performance tests to be performed by the installing contractors.
12. Maintain a corrective action report for tracking issues needing resolution.
13. Assist in compiling current facility requirements and operation and maintenance plan.
14. Complete commissioning report.

Enhanced Commissioning Services

1. Enhanced commissioning will be provided in accordance with Option 1, Path 1, LEED V4.1.
2. Review contractor submittals.
3. Verify inclusion of systems manual requirements in construction documents.
4. Verify inclusion of operator and occupant training requirements in construction documents.
5. Verify systems manuals for inclusion in final commissioning report.
6. Review and verify operator and occupant training has been completed and documented by the contractor.
7. Verify seasonal testing.
8. Review building operations 10 months after substantial completion.
9. Develop an on-going commissioning plan.

COMMISSIONING SERVICES INVESTMENT

We propose to complete the commissioning work outlined herein for a fixed fee of \$71,000 including reimbursable expenses. We will invoice monthly based on actual hours used, plus reimbursables.

Fundamental Commissioning	\$63,000
Enhanced Commissioning.....	<u>\$8,000</u>
Total Commissioning Services.....	\$71,000

SCHEDULE

Design phase commissioning tasks to begin in 3rd Quarter of 2023. Acceptance phase commissioning testing TBD.

ASSUMPTIONS

To further clarify our scope of work, the following assumptions have been included in the development of this proposal:

1. LEED v4.1 requires a building envelope design review under fundamental commissioning if the building envelope is new. StudioAxis has indicated there is no update being done to the building envelope, so we have not included a design review of the architectural drawings for a building envelope review. We also have not included full building envelope enhanced commissioning as a part of this proposal.
2. Commissioning meetings will be scheduled in conjunction with regularly-scheduled project meetings, if feasible, to make the commissioning process as efficient as possible.
3. The Owner/Architect will provide the Owner's Project Requirements (OPR).
4. The design team will provide the Basis of Design Documents (BOD).
5. Any equipment required to facilitate the commissioning process will be provided by the installing contractors.
6. Functional testing by the CxA will not proceed until the systems are complete and IVCs are submitted and reviewed, including controls and test and balance reports.
7. Prior to the CxA scheduling functional testing, the contractor(s) is/are required to test the system to verify that it is performing in accordance with its sequence of operation.
8. It is assumed that, prior to functional testing, the contractor will provide a complete and proper start of each commissioned system and its components. It is further assumed that the system/equipment is ready to operate in accordance with the design intent and contract documents. If, during execution of the functional testing, it is determined that the system is not ready due to the fault of the contractor, Applied will request additional compensation for additional testing time and travel expenses.
9. The Contractor will be responsible for executing the IVC and the FPT as part of their scope of work.
10. We have not included any fees for the Contractor to execute their responsibilities as part of the commissioning process. Generally, the mechanical, controls, and electrical contractors have commissioning scope in documenting and executing IVCs and FPTs.

ADDITIONAL SERVICES

Should it be determined the services provided by Applied will increase beyond the above-described scope of work and services due to influences beyond our control, notification will be given to City of Bloomington. Applied will issue a formal request for adjustment, which shall provide the basis for the request and the impact on the project schedule. This will be based upon our Billing Rate Schedule. We will continue services on all other aspects of the project. We will proceed with the services as outlined on the additional service request after resolution of the issue in question.

Ms. Mary Catherine Carmichael
June 19, 2023
Page 4

Proposal No. 139-23

We appreciate the opportunity to provide engineering services for this project. Please contact me if there are any questions or concerns regarding our proposal.

Sincerely,

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

Mark Lehman, RCDD, CxA
Associate, Director of Commissioning Services

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of Applied Engineering Services.
(Title)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 belief, the company named herein is enrolled in and participates in the E-verify program.

By: _____
Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

**EXHIBIT C
NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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.

Dated this _____ day of _____, 2023.

(Name of Organization)

By: _____

Printed Name and Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Updated March 2023

To: Prospective Bidders/Vendors/Grant recipients

RE: Affirmative Action, Harassment Policy, Living Wage Ordinance, and Drug Testing Policy

FROM: Audrey Brittingham, Assistant City Attorney/Contract Compliance Officer

AFFIRMATIVE ACTION: All bidders, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to the City Legal Department. This plan must ensure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you must check with City Legal Department to make sure it complies with the City's current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to City Legal **at least twenty-four hours** before the bid, quote, or proposal deadline. When the affirmative action submission deadline falls on a weekend or City holiday, the deadline is moved up to 5:00 p.m. on the last City work day before the bid deadline. You must submit your plan to the Legal Department **separately** from your bid or quote. Twenty-four hours will give legal sufficient time to review your and the other plans. I recommend you submit your affirmative action plan to the Legal Department earlier, if possible, so there will be sufficient time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

We strongly advise you to confirm that the City Legal Department has received your plan and that it meets our requirements well before the submittal deadline. We will make every effort to work with you to clear up any problems. However, it remains your responsibility to confirm that we have received your plan and that it complies with our requirements. If you fail to confirm that we have received and approved your plan, you risk losing your eligibility to submit a bid or quote. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must ensure all of the required protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

1. A workforce breakdown form. You **MUST** submit a workforce breakdown form (sometimes called a "utilization report") with your affirmative action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same

type of information, you may submit a copy of that form instead of using our form. Your workforce breakdown data cannot be more than six months old. Even if you already have an acceptable affirmative action plan on file with the City, you should submit a new workforce breakdown each time you bid for a city contract, to be sure we have up-to-date figures.

2. An affirmative action plan checklist. We will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If your plan omits any elements on the checklist, your plan will not be approved.
3. A sample affirmative action plan that you may amend and adopt as your own.

These documents may be useful if your company has not designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from the Legal Department upon request.

HARASSMENT POLICY: All bidders and vendors required to submit an affirmative action plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan, which you may amend and adapt as your own. **Please note that this harassment policy requirement is fairly new, adopted by the Bloomington Common Council in June, 2019.**

LIVING WAGE: Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance" or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer." If you have questions, please contact Audrey Brittingham at audrey.brittingham@bloomington.in.gov, or call 812-349-3426.

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City's Legal Department at 812.349.3426 or email the City at legal@bloomington.in.gov. The office hours are Monday through Friday, 8-5.

Thank you.

Model Affirmative Action Plan and Harassment Policy

_____, declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

Responsible Officer

Mr. or Ms. _____ (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to _____ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

It is the policy of _____ (company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

1. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
2. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
3. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. _____ (company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.

4. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.

5. _____ (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

Signature

Date

WORKFORCE BREAKDOWN FORM

COMPANY NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____

E-MAIL ADDRESS: _____

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority Employees	Percent of Total	Total Number Female Employees	Percent of Total	Total Number Employee s with Disabilitie s	Percent of Total

I swear or affirm under penalties of perjury that this workforce breakdown is accurate, to the best of my knowledge.

Signature and Title of Representative: _____

Date: _____

AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

Company Name: _____

NOTE: This is not an Affirmative Action Plan

Effective Date: _____

Contractor: Plan MUST Include:		Yes	No	Comments:
Policy statement of equal employment opportunity		<input type="checkbox"/>	<input type="checkbox"/>	
Covers:	Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
	Employees	<input type="checkbox"/>	<input type="checkbox"/>	
On basis of:	Race	<input type="checkbox"/>	<input type="checkbox"/>	
	Religion	<input type="checkbox"/>	<input type="checkbox"/>	
	Color	<input type="checkbox"/>	<input type="checkbox"/>	
	Sex	<input type="checkbox"/>	<input type="checkbox"/>	
	National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
	Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
	Disability	<input type="checkbox"/>	<input type="checkbox"/>	
	Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	
	Gender Identity	<input type="checkbox"/>	<input type="checkbox"/>	
	Veteran Status	<input type="checkbox"/>	<input type="checkbox"/>	
	Housing Status	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan		<input type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:				
	Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
	Outside the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
	(e.g., recruitment sources, unions)			
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)		<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups		<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs		<input type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure		<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances		<input type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)		<input type="checkbox"/>	<input type="checkbox"/>	

HARASSMENT POLICY CHECKLIST

Definition of harassment	<input type="checkbox"/>	<input type="checkbox"/>
Designates a person to receive and Investigate harassment complaints	<input type="checkbox"/>	<input type="checkbox"/>
Prohibits retaliation for filing a harassment complaint	<input type="checkbox"/>	<input type="checkbox"/>

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

Companies that Provide Services to the CoB through Contracts or Subcontracts ("Agreement")

Is the Contract or Subcontract worth at least \$10,000?

No.

You are not subject to the Living Wage Ordinance.

Yes.

Are the services rendered on the following list:

1. Ongoing food service;
2. Janitorial/custodial;
3. Security;
4. Parking lot management or attendance;
5. Waste management;
6. Auto repair or maintenance;
7. Landscaping
8. Utility or building maintenance;
9. Carpentry;
10. Clerical or office services;
11. Street maintenance or repair;
12. Sidewalk construction, maintenance, or repair;
13. Laundry services;
14. Pest control; or
15. Resident and day shelter services.

No.

You are not subject to the Living Wage Ordinance.

Yes.

Are you a for-profit organization that employs 10 or more people, or a non-profit that employs 15 or more people, as defined below?

"People" includes all full time, share time, temporary, and part time employees.
"People" does not include:

1. Those covered by common construction wage laws;
2. Someone less than 18 years old, hired as part of a school-to-work program or in seasonal or part-time work;
3. A student participating in a work-study program or as an intern;
4. A trainee participating for no more than 6 months in a training program;
5. Those employed as part of a governmentally funded vocational rehabilitation program;
6. Volunteers working without pay; or
7. Those exempted under section 14(c) of the Fair Labor Standards Act due to their disabilities.

No.

You are not subject to the Living Wage Ordinance.

You are subject to the Living Wage Ordinance.

Companies or Organizations that Receive CoB Subsidies or Grants

Yes. 

Is the Subsidy or Grant worth at least \$25,000?

No. 

You are not subject to the Living Wage Ordinance.

Yes. 

Is the subsidy or grant of at least \$25,000 part of one of the following:

1. A tax abatement pursuant to Indiana Code 6-1.1-12.1;
2. A grant from the Business Investment Incentive Loan Fund;
3. An expenditure from the Industrial Development Fund (except those associated with the acquisition of right-of-way for and the design, financing, construction, and maintenance of publicly owned infrastructure serving a Community Revitalization Enhancement District (CRED) pursuant to Indiana Code 36-7-13);
4. A grant from the Community Development Block Grant Funds; or
5. A grant from the Jack Hopkins Social Services Funding Program.

No. 

You are not subject to the Living Wage Ordinance.

Yes. 

Are you a for-profit organization that employs 10 or more people, or a non-profit that employs 15 or more people, as defined below?

"People" includes all full time, share time, temporary, and part time employees.

"People" does not include:

1. Those covered by common construction wage laws;
2. Someone less than 18 years old, hired as part of a school-to-work program or in seasonal or part-time work;
3. A student participating in a work-study program or as an intern;
4. A trainee participating for no more than 6 months in a training program;
5. Those employed as part of a governmentally funded vocational rehabilitation program;
6. Volunteers working without pay; or
7. Those exempted under section 14(c) of the Fair Labor Standards Act due to their disabilities.

No. 

You are not subject to the Living Wage Ordinance.

You are subject to the Living Wage Ordinance.

23-84
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF LEED SERVICES AGREEMENT WITH APPLIED ENGINEERING SERVICES FOR SHOWERS WEST

- 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”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, the Common Council approved the issuance of bonds for various public safety capital projects, including a new police headquarters (“Project”); and
- WHEREAS, the RDC approved a purchase agreement for 320 W. 8th Street, formerly known as the CFC Showers Business Plaza, also known as Showers West (“Property”) in Resolution 22-49, which was targeted as the site for the new police headquarters and fire administration offices; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023; and
- WHEREAS, the City requires consulting services related to the redevelopment of the Property including consulting services for a LEED silver certification (“Services”); and
- WHEREAS, City Staff have negotiated an agreement with Applied Engineering Services (“AES”) to provide the Services for an amount not to exceed \$71,000.00 (“Agreement”) and
- WHEREAS, the Agreement will be primarily paid for with Public Safety Economic Lit Bond Funds (“PS EDLIT Bond”), and is eligible for funding from the Consolidated TIF (Downtown) as secondary funding, if needed; and
- WHEREAS, the Agreement is attached to this Resolution as Exhibit A;

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

1. The RDC finds that the related expenditures for the Project serve the public’s best interests and, if necessary, is an appropriate use of Consolidated TIF.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A.

3. The RDC understands that the primary funding of the Project will come from the bonds issued by the City for the Project. However, if needed in the discretion of the Bloomington Controller, Consolidated TIF funds may be expended up to an amount not to exceed Seventy-One Thousand Dollars (\$71,000.00). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution, the funding authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

23-85
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**AMENDED PROJECT REVIEW AND APPROVAL FORM FOR DEVELOPMENT OF
NEW HOPEWELL NEIGHBORHOOD**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF; and

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Old Hospital Site (“Project”); and

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Old Hospital Site (“Purchase Agreement”); and

WHEREAS, the RDC approved amended Project Review Forms in Resolution 22-10 and Resolution 23-36; and

WHEREAS, City staff believe it is in the best interest of the project to amend the Form to update it to reflect additional phases of the Project (“Amended Form”), and

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

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC approves the Ameded Project Review and Approval Form that is attached to this resolution as Exhibit A.
3. The expenditure of funds is not approved by this Resolution. Funding is only approved when the Project Manager brings a contract or contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Larry Allen; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018

End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$35,450,991.03 \$35,852,994.78

Sources of funds:	Total:— \$35,869,189.74 \$35,869,189.74 Grant: \$16,000,000.00
Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program grant	
Consolidated TIF	\$30,000,000.00
Federal Roadway Reconstruction	\$4,069,189.74
READI Grant	\$1,800,000.00
Department of Transportation (DOT) Grant	\$16,000,000 (Consolidated TIF: \$3,200,000 - \$4,006,894.26 – 25% match

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,717,152 \$1,700,494	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner’s Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i. Environmental Consulting – for HUD funding	\$9,400	2023-2024
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$6,320,267 \$6,278,268	2020- 2023 2024
	6a. Design – VS Engineering	\$680,000	Oct. 2020 – Dec. 2023

	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$17,120,920.20 \$17,431,680.58	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000.00	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2023-2024
	7j. Construction Observation Camera	\$23,707.00	2023-2024
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$545,645.57	
	9a Security Patrols – Marshall	\$127,198.95 \$147,198.95 \$165,698.95	2022-25
	9b Enhanced Security (shifting some budget to demolition)	Est. \$450,000 \$200,000	2023-25
	9c Grounds and Maintenance	Est. \$10,000	2023-25
	9d Fencing and Barricades (Fencing around the legacy	Est. \$200,000 \$189,946.62 \$169,946.62	2023-25

	hospital site will remain in place)		
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
15 14	Demolition	\$353,052	2024
	All Bldgs at Blocks 8-9-10 (except 714 S. Rogers St)	\$353,052	2024
16 15	Environmental		

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
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- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
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- 20-86 Purchase Agreement for 413 W. 2nd Street
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- 22-13 Sustainability Consultant Agreement – Guidon
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- 22-45 Approval of Agreement for Construction Inspection – REA
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- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
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- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
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- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Amendment to Agreement for Security Patrols
- 23-70 Equity Program of the Reconnecting communities – Hopewell Grant
- 23-85 Approval of Amended Project Review Form to add Phase I East Contractor Incentive, Site Furnishings, and Cameras. Also includes reallocation of security funds and increase for building demolition.
- 23-XX Amendment to Agreement for Security Patrols
- 23-XX Approval of Agreement with VET Environmental Engineering for Hopewell Environmental Consulting Services
- 23-XX Approval to purchase single solar trailer from OxBlue to power Hopewell Security Cameras
- 23-XX Approval of Agreement for Demolition – Renascent, Inc.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

DRAFT

23-86
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF FUNDING FOR SINGLE SOLAR TRAILER TO POWER SECURITY
CAMERAS AT HOPEWELL**

- 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”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, the RDC approved amended Project Review Forms in Resolution 22-10 and Resolution 23-36; and
- WHEREAS, City staff have identified a provider of a single solar trailer to power security cameras at Hopewell, a copy of the invoice is attached as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, 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 payment of an amount not to exceed Seventeen Thousand One Hundred Nineteen Dollars and No Cents (\$17,119.00) to pay for the purchase of a single solar trailer from OxBlue to power the security cameras at Hopewell.
4. The Payment authorized above may be made from the Consolidated TIF. 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, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



part of Hexagon

QUOTE		
PROJECT NAME	DATE	NUMBER
Solar Equipment - J.S. Held	10-12-2023	300325

QUOTE TO:
Desma Belsaas J.S. Held LLC 429 North Pennsylvania Street Suite #304 Indianapolis, IN 46204 US

OXBLUE CONTACT	SHIP VIA	F.O.B.	TERMS
Matt Snowberger	Standard	OxBlue	Due Upon Receipt

DESCRIPTION	QTY	RATE	AMOUNT
Mobile Trailer with 24HR Solar Power Station (static)	1	15,999	15,999
Proactive Camera Management by Dedicated Client Support Manager	1		Included
Universal Mount for Pole, Wall or Parapet (\$129)	1		Included
Professional 1080p Time-Lapse Movie Production (\$495)	1		Included
Notes:			
Security Monitoring services are now available on all OxBlue Sapphire Camera Systems. Call your Account Executive to learn more.			

Questions? Contact: Matt Snowberger (404) 554-1469 msnowberger@oxblue.com	Mailing Address: OxBlue,LLC 1777 Elsworth Industrial Blvd. NW Atlanta,GA 30318	Subtotal:	15,999.00
OxBlue, LLC accepts payments by ACH, check, or credit card. Warranty information is available at oxblue.com. This quote is valid for 30 days.		Sales Tax (7%)	1,120.00
		Shipping:	0.00
		Total (USD):	\$17,119.00

Accepted By: _____ Date: _____

Terms and Conditions:

Contract (Discount): OxBlue, LLC shall provide construction camera services (transmission, archiving, and remote support) to the Customer for an initial term as listed herein. The term shall start 10 days after shipment of the camera hardware by OxBlue ("Effective Date"). After the initial term, the discount shall terminate and OxBlue's standard pricing and terms of service shall apply. The OxBlue products and services are governed by the terms of service available at (<https://www.oxblue.com/terms-service>) and shall prevail over all other terms and conditions unless expressly agreed to in writing by the parties. The terms of service cannot be superseded, altered, modified or amended by subsequent purchase order or writing received from customer without the express written consent of OxBlue.

Thank you for your business.

City of Bloomington
 Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Larry Allen; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018
 End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$35,450,991.03
	\$35,852,994.78

Sources of funds:	Total:— \$35,869,189.74 \$35,869,189.74 Grant: \$16,000,000.00
Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program grant	
Consolidated TIF	\$30,000,000.00
Federal Roadway Reconstruction	\$4,069,189.74
READI Grant	\$1,800,000.00
Department of Transportation (DOT) Grant	\$16,000,000 (Consolidated TIF: \$3,200,000 - \$4,006,894.26 – 25% match

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,717,152 \$1,700,494	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner’s Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i. Environmental Consulting – for HUD funding	\$9,400	2023-2024
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$6,320,267 \$6,278,268	2020- 2023 2024
	6a. Design – VS Engineering	\$680,000	Oct. 2020 – Dec. 2023

	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$17,120,920.20 \$17,431,680.58	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000.00	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2023-2024
	7j. Construction Observation Camera	\$23,707.00	2023-2024
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$545,645.57	
	9a Security Patrols – Marshall	\$127,198.95 \$147,198.95 \$165,698.95	2022-25
	9b Enhanced Security (shifting some budget to demolition)	Est. \$450,000 \$200,000	2023-25
	9c Grounds and Maintenance	Est. \$10,000	2023-25
	9d Fencing and Barricades (Fencing around the legacy	Est. \$200,000 \$189,946.62 \$169,946.62	2023-25

	hospital site will remain in place)		
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
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15 14	Demolition	\$353,052	2024
	All Bldgs at Blocks 8-9-10 (except 714 S. Rogers St)	\$353,052	2024
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TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

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To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

DRAFT

23-87
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF DEMOLITION CONTRACT FOR HOPEWELL BLOCKS 8, 9, AND 10

- 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”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, the RDC approved amended Project Review Forms in Resolution 22-10 and Resolution 23-36; and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements in the area referenced in the Bloomington Hospital Reuse Master Plan as blocks 8, 9, and 10; the project objectives include site demolition, utility coordination, transportation and public facilities, and property platting (“Project”); and
- WHEREAS, City staff solicited bids for a contractor to demolition existing structures on the Hopewell Blocks 8, 9, and 10 site (“Services”); and
- WHEREAS, the RDC received three bids for the Services, and Renascent, Inc. was the lowest responsive and responsible bidder; and
- WHEREAS, City staff have negotiated an agreement with Renascent to perform the Services for an amount not to exceed \$353,052 (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, 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 Agreement and authorizes the City of Bloomington to expend an amount not to exceed Three Hundred Fifty-Three Thousand Fifty-Two Dollars and No Cents (\$353,052) 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. 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, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

REDEVELOPMENT COMMISSION

AND

RENASCENT INC.

FOR

Hopewell Early Demolition Package Blocks 8-9-10

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, through its Redevelopment Commission (hereinafter CITY), **AND RENASCENT, INC** (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01. This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02. All work required under this Agreement shall be substantially completed by the CONTRACTOR within One-Hundred eighty (180) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04. CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01. CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03. The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04. CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05. For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06. Engineer The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

4.01. Escrow Agent The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.02. Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03. Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04. Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner

that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However,

in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03. Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04. Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05. Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident

	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06. Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07. Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08. Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City 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.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09. Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material

or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10. Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11. Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12. Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 .et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13. Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14. Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

Bloomington Redevelopment Commission	
Attn: Colleen Newbill	
P.O. Box 100 Suite 220	
Bloomington, Indiana 47402	

5.15. Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18. Verification of Employees' Immigration Status

Contractor 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). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor 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.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor 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. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19. Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Redevelopment Commission

BY:

BY:

Cindy Kinnarney, President

Contractor Representative

Deborah Myerson, Secretary

Printed Name

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Hopewell Early Demolition Package Blocks 8-9-10

!! CAUTION !!

THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

CALL TOLL FREE
"811" OR 1-800-382-5544
- INDIANA UNDERGROUND -

GENERAL NOTES

Project Description

This project includes the demolition of nine existing buildings (with two additional buildings listed as alternates) and associated utility infrastructure that includes but is not limited to storm sewer, water services, sanitary service, mechanical equipment, and electrical services. This project will leave the site in a temporary state.

General Notes

1. The methods, means, procedures, and sequences of demolition are the responsibility of the Contractor. It is the Contractor's responsibility to determine procedures and sequences to protect the stability of the structures and related components until demolition is complete.
2. The Contractor shall know and comply with all applicable laws, codes, regulation and ordinances of the place (City, County and State) where the project is located. In the event of any discrepancies between agency requirements, the Contractor shall comply with the more stringent requirements.
3. The Contractor shall obtain all required permits and similar releases required and furnish all copies of all such items to the Owner within 10 days of receipt. If permits are issued subject to certain conditions or revisions to the Work, or if permits are delayed for any reason, the Contractor shall notify the Owner.
4. Contractor (and any subcontractors) shall be licensed by the State in which the project is located and approved in advance by the Owner.
5. All Work is to be coordinated with the Owner. The Contractor is to meet with the Owner prior to starting demolition.
6. Contractor shall keep adjoining properties clean of construction debris and construction traffic at all times.

7. All utility information shall be verified by the Contractor. Contact Engineer immediately if any variation exists.
8. The Contractor shall verify all quantities and scope in the field prior to the start of demolition. If any discrepancies are found in this information from actual field conditions, the Contractor shall notify the Engineer immediately.

Existing Survey Notes

1. Existing survey is provided, all details and measurements to be verified by Contractor in field.

Demolition Notes

1. Demolish foundations and other below-grade construction, including concrete slabs, to a depth of not less than 48 inches below lowest foundation level.
2. Completely fill below-grade areas and voids resulting from demolition of structures with compacted granular backfill. *Is there any opportunity to dispose of some of our partially contaminated soils from Phase I East as part of this backfill?
3. Demolition shall begin at the top of the structure and proceed downward and be completed in a careful and orderly manner. No wall section, one story in height or higher, shall be permitted to stand alone without lateral bracing, unless such a wall was originally designed and constructed to stand without such lateral support, and is safe enough to be self-supporting. All existing construction must be left in a stable condition at the end of each work shift.
4. Demolition shall not damage or disturb adjacent structures, appurtenances and/or properties. Promptly repair any damage to adjacent construction or properties caused by demolition operations.
5. The use of any type of explosives will not be permitted.
6. Conduct demolition and construction operation to ensure minimal interference with streets, walks, and other adjacent occupied facilities.
7. Do not close or obstruct streets, walk or other occupied facilities without permission from the local authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing authorities.
8. Ensure safe passage of persons around areas of demolition and construction. Conduct operation to prevent damage to adjacent structures and other facilities and injury to persons.
9. All utilities to be removed shall be disconnected and capped at the street.
10. No on-site burning is permitted.
11. Contractor shall use measure to control dust at all times.
12. Demolition items include all associated materials and accessories at each structure.
13. All erosion control measures shall be in place prior to commencing demolition.

Grading and Utility Notes

1. Site Grading shall not proceed until erosion control measures have been installed
2. The excavating contractor must take particular care when excavating in and around existing utilities lines and equipment. Verify cover required by utility contractors and/or utility companies so as to not cause damage.
3. The contractor shall notify all utility companies 72 hours before demolition is to start to verify if any utilities are present on site. All verification (location, size and depth), shall be made by the appropriate utility companies. When excavating around or over existing utilities, the Contractor must notify the utility company so a representative of that utility company can be present to instruct and observe during construction. Subcontractors are responsible for location of utilities for their own work.
4. Contractor to adjust all existing surface infrastructure (hydrants, valves, handholes, castings, irrigation system utility pedestals, etc.) as required to meet proposed grade incidental to the work

5. Proofroll shall be performed by a loaded tandem pneumatic tire dump truck minimum gross vehicle weight of 15 tons. The tires shall be operated at inflation pressures between 70-80 psi. unless otherwise noted by the geotechnical engineer. The tires shall be inflated with air only, no liquid shall be used. The proofroll shall be completed under inspection of soils firm to determine location of any pockets of unsuitable material. The necessity for subdrains and/or removal of any unsuitable material will be determined at the time of construction.
6. Provide positive draining without ponding in all areas. After demolition, Contractor to test for and correct, if any, standing water conditions.
7. Contractor to perpetuate any subsurface drain tiles or pipes encountered during construction and provide positive outlet to downstream receiving system. Contractor to notify the Owner or Engineer with any circumstance where this cannot be accomplished.
8. Due to the site constraints, the earthwork for the site may or may not balance. It is the Contractor's responsibility to review the existing conditions and include in their bid all earthwork costs including imports and/or exports necessary to make the site balance.
9. Contractor to stabilize exposed earth as indicated by the Bloomington Stormwater Master Plan or governing authority.
10. The City of Bloomington's stormwater conveyance infrastructure is a Municipal Separate Storm Sewer System (MS4) and regulated by the Indiana Department of Environmental Management (IDEM) through a general permit.

Erosion Control Notes

1. Contractor shall install all perimeter silt fence and sediment control barriers prior to clearing and grading.
2. This plan shall not be considered all inclusive as the contractor shall take all necessary precautions to prevent soil sediment from leaving the site.
3. Additional erosion and sediment control measures shall be installed if deemed necessary by on-site inspection.
4. Land alteration which stripes the land of vegetation, including re-grading, shall be done in a way that will minimize erosion.
5. Sediment laden water shall be detained by erosion control practices as needed to minimize sedimentation in receive water. No storm water shall be discharged from the site in a manner that cause erosion at the point of discharge.
6. Waste and used building materials shall not be allowed to be carried from the site by storm water runoff. Proper disposal of all waste and unused building materials is required.
7. Sediment being tracked onto public or private roadways shall be minimized. Clearing of accumulated sediment shall not include flushing with water. Cleared sediment shall be returned to the site for disposal.
8. Soil which has accumulated next to erosion control devices shall be collected and re-distributed on site after each rainfall event, and at least once a week.
9. If installation of storm drainage system should be interrupted by weather or nightfall, the pipe ends shall be covered with filter fabric.
10. The site is not located within any floodplain, floodway or floodway fringe as indicated on the flood insurance rate map (FIRM) for Monroe County, IN, MAP NUMBER 18105C0141D, dated December 17, 2010.
11. Schedule of earthwork activities:
 - a. The duration of time which an area remains exposed shall be kept to a practical minimum. The area shall be stabilized as soon as possible. Un-vegetated areas that are scheduled or likely to be left inactive for fifteen (15) days or more must be temporally or permanently stabilized with measure appropriate for the season to minimize erosion potential. Alternative measures to site

stabilization are acceptable if the project site owner or their representative can demonstrate they have implemented erosion and sediment control measures adequate to prevent sediment discharge.

- b. Topsoil Replacement shall take place from March 1 to October 31. Stockpile topsoil at all other times of the year. Permanent and final vegetation and structural erosion control devices shall be installed with seven (7) days after final grading or as soon as possible.
12. Prior to completion of the project, Contractor shall clean out all storm draining structures and restore all ditches and bonds to designed grades.
13. Contractor shall remove all sediment control barriers once construction is complete and the site has been stabilized.
14. All proposed erosion and sediment control shall be in conformance with IDEM's Municipal Separate Storm Sewer System (MS4) regulations.
15. Additional Erosion and sediment control measures may be required by the inspector.

Environmental Notes

1. Contractor shall refer to the environmental reports for information on environmental findings on the site.

SPECIFICATIONS

EARTHWORK

A. General

1. Earthwork includes clearing, grubbing, subgrade preparation, removal of trees and vegetation (including stumps), protection of trees to remain, stripping and storage of topsoil, fill compaction and rough grading of entire site as required.
2. The Contractor shall notify engineer in writing of any changes, errors, or omission found on the plans or in the field, before Work is started or resumed.
3. Contractor shall provide and place any additional fill material from off the site as may be necessary to produce the grades required to sufficiently drain the site. Fill obtained from off site must be suitable soil as defined in the specifications or as otherwise approved by Owner.
4. The Contractor shall accept the site in its current state and shall remove all trash, rubbish, and debris from the site prior to starting excavation.
5. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from project site.
6. Do not close or obstruct streets, walks, drives, facilities, etc. without Owner permission or authority having jurisdiction.
7. All erosion control measures shall be in place prior to commencing earthwork and clearing operations. Erosion control measures should be protected and maintained throughout construction.
8. Where these specifications conflict with City standards, the standards of the jurisdiction having authority shall prevail.

B. Materials

1. Contractor to provide borrowed soil materials when sufficient satisfactory soil materials are not available from excavations.
2. Satisfactory (or suitable) soils: soil classification groups GW, GP, GM, SP, and SM according to ASTM D2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious material.

3. Unsatisfactory (or unsuitable) soils: soil classification groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups. Unsatisfactory soils also includes satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

C. Execution

1. Contractor shall locate, identify, verify disconnect status and seal or cap utilities to be removed or abandoned in place. Do not interrupt utilities serving facilities occupied by Owner unless permission is granted. Notify Owner at least two days in advance of proposed utility interruptions.
2. Remove obstruction, trees, shrubs, and other vegetation as required, strip topsoil to depth as required in the field to prevent intermingling with underlying subsoil or other waste materials. Stockpile topsoil away from excavations without intermixing with subsoil and grade stockpiles to drain surface water.
3. Remove existing above and below-grade improvements as indicated and necessary.
4. Protect subgrade soils from freezing temperatures, frost, and ponding water.
5. Contractor shall furnish and operate all dewatering measures required to facilitate new construction and in accordance with all local, state, and federal regulations.
6. Proof roll subgrade below building pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades. Reconstruct subgrades damages by freezing temperatures, frost, rain, accumulated water, or construction activities as directed by Engineer or Owner Representative, without additional compensation.
7. Soil Fill: Use satisfactory soil material under all walks, pavements, steps, ramps, building slabs, footings, and foundations.
8. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified unit weight.
9. Compaction of soil backfills and fills are to be in accordance with geotechnical recommendations. Where no geotechnical report exists, compact all fill material below structures, pavements, walks, utility trenches and stems (and within 5 feet of said areas) to 98 percent of the maximum dry unity weight according to ASTM D-698 (standard proctor density). Compact all fill materials below turf or unpaved areas to 90 percent of the maximum dry unit weight according to ASTM D-698 (Standard proctor density). All fill materials to be compacted in maximum 8-inch lifts.
10. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - a. Unpaved Areas: Plus or minus 1 inch
11. Quality Control: Qualified geotechnical engineer to be engaged as testing agency as directed by Owner.
12. Repair and reestablish grades to specified tolerances where completed or partially completed surface become eroded, rutted, settles, or where they lose compaction due to subsequent construction operations or weather.

DEMOLITION:

A. General

The Contractor shall remove and dispose off-site, all existing structures as called out on plans; in order to comply with requirements of this document, any and all associated fences, concrete, pavement, and other appurtenances that must be removed will become property of the Contractor and must be appropriately disposed of off-site.

The Contractor shall protect and not destroy adjacent property during construction.

B. Summary

This section requires removal and disposal, off-site, of the following:

1. All indicated buildings
2. Miscellaneous concrete, storm sewer, underground conduits etc., located on site.

C. Submittals

Submit the following:

1. A proposed schedule of operations coordination for shutoff, capping and continuation of utilities services as required.
2. Provide a detailed sequence and schedule of demotion and remove work to be completed.

D. Job Conditions

1. Salvaged Materials: Items of salvageable value to the contractor may be removed as work progresses. Transport salvaged items from the site as they are removed.
2. Explosives: Use of any type of explosives will not be permitted.
3. Hazardous Materials: Hazardous materials have been identified in the subject buildings. Mitigation of these materials is to be completed by Contractor or its subcontractor(s) as required for safe demolition and removal of structures and utilities.
4. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads streets, walks, and other adjacent occupied and used facilities.
 - a. Do not close or obstruct roads, streets, walks or other occupied or used facilities without permission from the local authorities having jurisdiction. Provide alternate routes around closed or obstruction traffic ways, if required by governing authorities.
5. Protections: Ensure safe passage of persons around areas of demotions. Conduct operations to prevent damage to adjacent buildings, structures and other facilities and injury to persons.
6. Damages: Promptly repair any damages caused to adjacent facilities by demolition operations.
7. Utility Services: Maintain existing utilities to stay in service and protect against damage during demolition operations. Disconnect, cap and remove utility services per local requirements. Do not start demolition work until utility disconnections have been confirmed and/or completed to the satisfaction of local utilities.

E. Demolition

1. Below-grade construction: Demolish foundation walls and other below-grade construction, including concrete slabs, to a depth of not less than 48 inches below lowest foundation level.
2. Filling voids: Completely fill below-grade areas and voids resulting from demolition of structures.

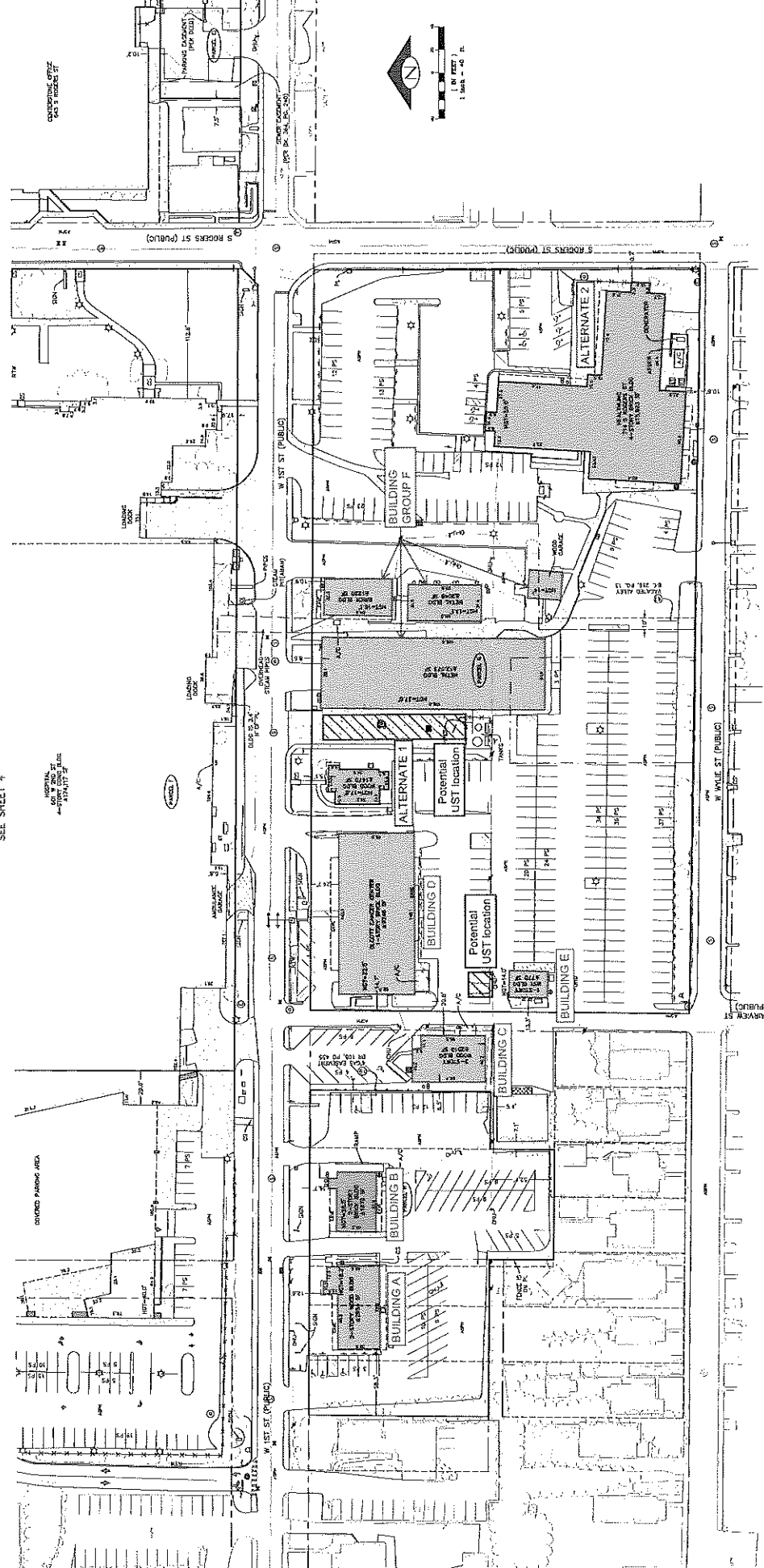
F. Disposal of Demolished Materials

1. General: Remove weekly from site accumulated debris, rubbish and other materials resulting from demolition operations.
2. Removal: Transport materials removed from demolition operations and legally dispose off-site.

Guide:

[IDEM letterhead \(in.gov\)](#)

SEE SHEET 6



SEE SHEET 4

CONCRETE PARKING AREA

POTENTIAL UST LOCATION

POTENTIAL UST LOCATION

POTENTIAL UST LOCATION



CONCRETE OFFICE

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ATTACHMENT 'B'

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

AFFIDAVIT

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

1. The undersigned is the President of Renascent Inc.
(job title) (company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	N/A	N/A	N/A	N/A	N/A
B.					
C.					
D.					
				Total	\$ 0

Method of Compliance (Specify) N/A

Date: October 10, 2023

Linda Campbell
Signature

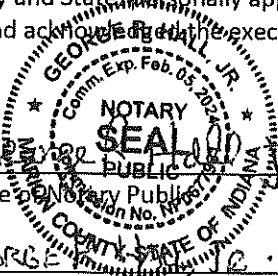
Linda Campbell
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared LINDA CAMPBELL and acknowledged the execution of the foregoing this 10TH day of OCTOBER, 2023.

My Commission Expires: FEB. 05, 2024

George J. Jr.
Signature of Notary Public
Printed Name of Notary Public



County of Residence: MARION

Commission #: NP0677961

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the CITY OF BLOOMINGTON.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

E-Verify AFFIDAVIT

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

- 1. The undersigned is the President of Renascent Inc.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 belief, the company named herein is enrolled in and participates in the E-verify program.

Linda Campbell
Signature

Linda Campbell
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared LINDA CAMPBELL and acknowledged the execution of the foregoing this 10th day of FEBRUARY, 2023.

My Commission Expires: FEB. 05, 2024

County of Residence: MARION

My Commission #: NP0677961

Notary Seal: GEORGE F. HALL, Notary Public, Marion County, State of Indiana, Commission No. 16067961

Signature of Notary Public: George F. Hall
Printed Name of Notary Public: GEORGE F. HALL

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

AFFIDAVIT

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

1. The undersigned is the President of
(job title)
Linda Campbell
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Linda Campbell
Signature

Linda Campbell
Printed Name

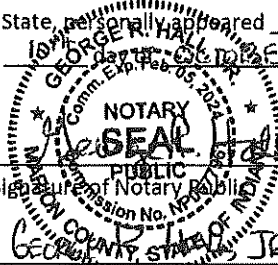
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared LINDA CAMPBELL
and acknowledged the execution of the foregoing this 10th day of October, 2023.

My Commission Expires: FEB. 05, 2024

County of Residence: MARION

My Commission #: NP0677961


George H. Hooper, Jr.
Signature of Notary Public
GEORGE HOOPER, JR.
Printed Name of Notary Public

ATTACHMENT 'E'

DEMOLITION PRICING

Building A – 723 W. 1 st Street <i>Block 10</i>	
Cost of Demolition	\$ 48,985.00
- Salvage Value	\$ 0.00
= Demo Bid for Building A	\$ 48,985.00
Building B – 719 W. 1 st Street <i>Block 10</i>	
Cost of Demolition	\$ 36,300.00
- Salvage Value	\$ 0.00
= Demo Bid for Building B	\$ 36,300.00
Building C – 709 W. 1 st Street <i>Block 10</i>	
Cost of Demolition	\$ 46,340.00
- Salvage Value	\$ 0.00
= Demo Bid for Building C	\$ 46,340.00
Building D – 619 W. 1 st Street <i>Block 9</i>	
Cost of Demolition	\$ 108,520.00
- Salvage Value	\$ 0.00
= Demo Bid for Building D	\$ 108,520.00
Building E – Small ancillary structure <i>Block 9</i>	
Cost of Demolition	\$ 21,457.00
- Salvage Value	\$ 0.00
= Demo Bid for Building E	\$ 21,457.00
Building Group F – 607 W. 1 st Street – Central Utility Plant <i>Blocks 8 & 9</i>	
Cost of Demolition	\$ 119,000.00
Salvage Value	\$ (36,250.00)
= Demo Bid for Building Group F	\$ 82,750.00
Demo Package Bid (Buildings A-F)	
	\$ 344,352.00

Alternate 1 – 615 W. First Street		<i>Block 9</i>	
	Cost of Demolition	\$	8,700.00
	- Salvage Value	\$	0.00
	= Demo Bid Alternate 1	\$	8,700.00

Alternate 2 – 714 South Rogers		<i>Block 8</i>	
	Cost of Demolition	\$	249,522.00
	- Salvage Value	\$	0.00
	= Demo Bid Alternate 2	\$	249,522.00

City of Bloomington
 Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Larry Allen; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018
 End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$35,450,991.03
	\$35,852,994.78

Sources of funds:	Total:— \$35,869,189.74 \$35,869,189.74 Grant: \$16,000,000.00
Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program grant	
Consolidated TIF	\$30,000,000.00
Federal Roadway Reconstruction	\$4,069,189.74
READI Grant	\$1,800,000.00
Department of Transportation (DOT) Grant	\$16,000,000 (Consolidated TIF: \$3,200,000 - \$4,006,894.26 – 25% match

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,717,152 \$1,700,494	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner’s Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i. Environmental Consulting – for HUD funding	\$9,400	2023-2024
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$6,320,267 \$6,278,268	2020- 2023 2024
	6a. Design – VS Engineering	\$680,000	Oct. 2020 – Dec. 2023

	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$17,120,920.20 \$17,431,680.58	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000.00	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2023-2024
	7j. Construction Observation Camera	\$23,707.00	2023-2024
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$545,645.57	
	9a Security Patrols – Marshall	\$127,198.95 \$147,198.95 \$165,698.95	2022-25
	9b Enhanced Security (shifting some budget to demolition)	Est. \$450,000 \$200,000	2023-25
	9c Grounds and Maintenance	Est. \$10,000	2023-25
	9d Fencing and Barricades (Fencing around the legacy	Est. \$200,000 \$189,946.62 \$169,946.62	2023-25

	hospital site will remain in place)		
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
15 14	Demolition	\$353,052	2024
	All Bldgs at Blocks 8-9-10 (except 714 S. Rogers St)	\$353,052	2024
16 15	Environmental		

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement

- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Amendment to Agreement for Security Patrols
- 23-70 Equity Program of the Reconnecting communities – Hopewell Grant
- 23-XX Approval of Amended Project Review Form to add Phase I East Contractor Incentive, Site Furnishings, and Cameras. Also includes reallocation of security funds and increase for building demolition.
- 23-XX Amendment to Agreement for Security Patrols
- 23-XX Approval of Agreement with VET Environmental Engineering for Hopewell Environmental Consulting Services
- 23-XX Approval to purchase single solar trailer from OxBlue to power Hopewell Security Cameras
- 23-XX Approval of Agreement for Demolition – Renascent, Inc.

To Be Completed by Redevelopment Commission Staff:

Approved on _____
By Resolution _____ by a vote of _____

DRAFT

23-88
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF THIRD AMENDMENT OF AGREEMENT FOR SECURITY PATROLS AT HOPEWELL PROPERTIES

- 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”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, the RDC approved an agreement with Marshall Security LLC dba Marshall Security and Private Investigations (“Marshall”) in Resolution 22-45 to provide the security patrols for the RDC-owned property in Hopewell (“Services”); and
- WHEREAS, the RDC approved an amendment to the agreement with Marshall Security LLC dba Marshall Security and Private Investigations (“Marshall”) in Resolution 23-56 extending the services to September 1, 2023; and
- WHEREAS, the RDC approved an amendment to the agreement with Marshall in Resolution 23-69 extending the services to November 1, 2023; and
- WHEREAS, the Agreement approved with Marshall is set to expire on November 1, 2023; and
- WHEREAS, City staff believe it is in the best interest of the project to extend this agreement until December 31, 2023; and
- WHEREAS, the increase in duration will require additional payment for the security services in an amount not to exceed \$18,500.00, which would bring the total amount for the contract to \$165,698.95; and
- WHEREAS, an addendum to the Agreement is attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, 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 Amendment to the Agreement and authorizes the City of Bloomington to expend an amount not to exceed an additional Eighteen Thousand Five Hundred Dollars (\$18,500.00) and total amount not to exceed One Hundred Sixty-Five Thousand Six Hundred Ninety-Eight Dollars and Ninety-Five Cents (\$165,698.95) to pay for the Services, to be payable in accordance with the terms of the amended Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. 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, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date

THIRD AMENDMENT TO AGREEMENT FOR HOPEWELL SECURITY

This Agreement by and between the City of Bloomington Redevelopment Commission (“Commission”) and Marshall Security LLC d.b.a. Marshall Security and Private Investigations (“Marshall”) amends the parties’ Agreement entered into on July 5, 2022, as follows:

1. Section 26 of the Agreement provided for modification by mutual written and signed agreement between the authorized representatives of the parties.
2. Section 1 Scope of Services. Section 1 shall be amended to extend the term of the Agreement until December 31, 2023.
3. Section 4 Compensation. Section 4 shall be modified in relevant part to add an additional \$18,500 for the extended services, for a total amount not to exceed \$165,698.95, as follows:

The Commission shall pay Contractor for all fees and expenses in an amount not to exceed one hundred sixty-five thousand six hundred ninety-eight dollars and ninety-five cents (\$165,698.95).

4. In all other respects, the Agreement will remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed the day and year last written below;

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

MARSHALL SECURITY LLC

Signature

Signature

Printed Name, Title

Printed Name, Title

Date

Date

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Larry Allen; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018
End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$35,450,991.03
	\$35,852,994.78

Sources of funds:	Total:— \$35,869,189.74 \$35,869,189.74 Grant: \$16,000,000.00
Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program grant	
Consolidated TIF	\$30,000,000.00
Federal Roadway Reconstruction	\$4,069,189.74
READI Grant	\$1,800,000.00
Department of Transportation (DOT) Grant	\$16,000,000 (Consolidated TIF: \$3,200,000 - \$4,006,894.26 – 25% match

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,717,152 \$1,700,494	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner’s Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i. Environmental Consulting – for HUD funding	\$9,400	2023-2024
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$6,320,267 \$6,278,268	2020- 2023 2024
	6a. Design – VS Engineering	\$680,000	Oct. 2020 – Dec. 2023

	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$17,120,920.20 \$17,431,680.58	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000.00	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2023-2024
	7j. Construction Observation Camera	\$23,707.00	2023-2024
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$545,645.57	
	9a Security Patrols – Marshall	\$127,198.95 \$147,198.95 \$165,698.95	2022-25
	9b Enhanced Security (shifting some budget to demolition)	Est. \$450,000 \$200,000	2023-25
	9c Grounds and Maintenance	Est. \$10,000	2023-25
	9d Fencing and Barricades (Fencing around the legacy	Est. \$200,000 \$189,946.62 \$169,946.62	2023-25

	hospital site will remain in place)		
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
15 14	Demolition	\$353,052	2024
	All Bldgs at Blocks 8-9-10 (except 714 S. Rogers St)	\$353,052	2024
16 15	Environmental		

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement

- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Amendment to Agreement for Security Patrols
- 23-70 Equity Program of the Reconnecting communities – Hopewell Grant
- 23-XX Approval of Amended Project Review Form to add Phase I East Contractor Incentive, Site Furnishings, and Cameras. Also includes reallocation of security funds and increase for building demolition.
- 23-XX Amendment to Agreement for Security Patrols
- 23-XX Approval of Agreement with VET Environmental Engineering for Hopewell Environmental Consulting Services
- 23-XX Approval to purchase single solar trailer from OxBlue to power Hopewell Security Cameras
- 23-XX Approval of Agreement for Demolition – Renascent, Inc.

To Be Completed by Redevelopment Commission Staff:

Approved on _____
By Resolution _____ by a vote of _____

DRAFT

23-89
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

AGREEMENT WITH VET FOR ENVIRONMENTAL SERVICES AT HOPEWELL

- 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”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell) (“Project”); and
- WHEREAS, as part of the Project, the RDC desires to the services of an Environmental Consultant provide advice as environmental needs arise (“Services”); and
- WHEREAS, City staff have negotiated an agreement with VET for an amount not to exceed \$9,400.00 for the Services (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, 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 Agreement for the Environmental Consultant and authorizes the City of Bloomington to expend an amount not to exceed \$9,400.00 to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. 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, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
VET Environmental Engineering, LLC**

This Agreement, entered into on this ___ day of October, 2023, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and VET Environmental Engineering, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the City by and through its Redevelopment Commission entered into a purchase agreement for a twenty-four acre site for redevelopment, which will be known as the Hopewell Neighborhood (“Project”); and

WHEREAS, the City requires the services of a professional consultant to advise on environmental matters related to site assessment, cleanup, and redevelopment for the Hopewell Project (“Services”); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Consultant shall provide the Services as specified in **Exhibit A**, “Scope of Work”, attached hereto and incorporated into this Agreement. **In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Agreement, the language in pages 1 through 7 of this Agreement shall control.**

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement as soon as reasonably possible but not later than December 31, 2024, unless the parties mutually agree to an alternative completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City’s Project Manager, Deputy Mayor Larry Allen or his designee.

Consultant agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). As part of its Standard of Care, Consultant shall ensure that all Services delivered by Consultant under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Consultant except for any third-party material Consultant has incorporated into the Services and for which Consultant has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

The City shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed Nine Thousand Four Hundred Dollars and No Cents (**\$9,400.00**). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the project budget as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Christina Finley
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Consultant shall complete the Services required under this Agreement on or before December 31, 2024. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by AECOM.

Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Consultant and furnished to the City as part of the Services, shall become the intellectual property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Consultant uses to deliver the Services.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by (a) claims that Services Consultant has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to

furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 13. Conflict of Interest

Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

Article 18. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination

Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against

independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the grant and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City 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.

Article 20. Compliance with Laws

In performing the Services under this Agreement, Consultant 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, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify

Consultant 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). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant 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.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City 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 Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

City of Bloomington
Redevelopment Commission
Attn: Colleen Newbill
401 N. Morton, Suite 220
Bloomington, IN 47404

Consultant:

VET Environmental Engineering, LLC

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

Article 23. Intent to be Bound

The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

VET ENVIRONMENTAL
ENGINEERING, LLC

Larry Allen, Deputy Mayor

Cindy Kinnarney, RDC President

EXHIBIT A
“Scope of Work”

SEE ATTACHED.

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

City of Bloomington
 Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Larry Allen; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018
 End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$35,450,991.03
	\$35,852,994.78

Sources of funds:	Total:— \$35,869,189.74 \$35,869,189.74 Grant: \$16,000,000.00
Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program grant	
Consolidated TIF	\$30,000,000.00
Federal Roadway Reconstruction	\$4,069,189.74
READI Grant	\$1,800,000.00
Department of Transportation (DOT) Grant	\$16,000,000 (Consolidated TIF: \$3,200,000 - \$4,006,894.26 – 25% match

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,717,152 \$1,700,494	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner’s Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i. Environmental Consulting – for HUD funding	\$9,400	2023-2024
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$6,320,267 \$6,278,268	2020- 2023 2024
	6a. Design – VS Engineering	\$680,000	Oct. 2020 – Dec. 2023

	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$17,120,920.20 \$17,431,680.58	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000.00	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2023-2024
	7j. Construction Observation Camera	\$23,707.00	2023-2024
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$545,645.57	
	9a Security Patrols – Marshall	\$127,198.95 \$147,198.95 \$165,698.95	2022-25
	9b Enhanced Security (shifting some budget to demolition)	Est. \$450,000 \$200,000	2023-25
	9c Grounds and Maintenance	Est. \$10,000	2023-25
	9d Fencing and Barricades (Fencing around the legacy	Est. \$200,000 \$189,946.62 \$169,946.62	2023-25

	hospital site will remain in place)		
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
15 14	Demolition	\$353,052	2024
	All Bldgs at Blocks 8-9-10 (except 714 S. Rogers St)	\$353,052	2024
16 15	Environmental		

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement

- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Amendment to Agreement for Security Patrols
- 23-70 Equity Program of the Reconnecting communities – Hopewell Grant
- 23-XX Approval of Amended Project Review Form to add Phase I East Contractor Incentive, Site Furnishings, and Cameras. Also includes reallocation of security funds and increase for building demolition.
- 23-XX Amendment to Agreement for Security Patrols
- 23-XX Approval of Agreement with VET Environmental Engineering for Hopewell Environmental Consulting Services
- 23-XX Approval to purchase single solar trailer from OxBlue to power Hopewell Security Cameras
- 23-XX Approval of Agreement for Demolition – Renascent, Inc.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

DRAFT

23-90
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT WITH PATRIOT ENGINEERING AND ENVIRONMENTAL, INC. FOR CONSTRUCTION MATERIALS TESTING AND INSPECTIONS

WHEREAS, on August 3, 2020 the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review and Approval Form (“Form”) authorizing services related to a match required by the terms of a U.S. Economic Development Administration (“EDA”) CARES Act Recovery Assistance grant to construct a tech center in the Trades District (“Project”) in Resolution 20-45; and

WHEREAS, the RDC approved match funding of approximately \$2 million for design and construction of the Project in Resolution 20-66; and

WHEREAS, on September 3, 2021, the EDA announced that it was awarding the City approximately \$3.5 million from the CARES Act Recovery Assistance Grant (the “EDA Grant”); and

WHEREAS, construction on the Project began in October 2023 and there is a need for construction materials testing and inspection services; and

WHEREAS, City staff has identified Patriot Engineering and Environmental, Inc. for construction materials testing and inspection services (“Services”); and

WHEREAS, cost estimates for the Services are not to exceed \$86,000 and a copy of the Agreement is attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for these services; and

WHEREAS, the Project Review Form is attached as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, 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 Services are an appropriate use of TIF.
3. The RDC hereby approves funds from the Consolidated TIF to pay for the Services in an amount not to exceed \$86,000.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.**

This Agreement, entered into on this ___ day of October, 2023, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and Patriot Engineering and Environmental, Inc. (“Consultant”),

WITNESSETH:

WHEREAS, in May 2005, the City’s application for Certified Technology Park (“CTP”) designation was approved by the Indiana Economic Development Corporation, for an area encompassing 65 acres in northwest downtown Bloomington, the center of which is now called the Trades District; and

WHEREAS, the City requires the services of a professional engineering and environmental firm to provide inspection services and perform material testing for the Trades District (“Services”); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Consultant shall provide the Services as specified in **Exhibit A**, “Scope of Work”, attached hereto and incorporated into this Agreement. **In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Agreement, the language in pages 1 through 7 of this Agreement shall control.**

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement as soon as reasonably possible but not later than December 31, 2024, unless the parties mutually agree to an alternative completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City's Project Manager.

Consultant agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). As part of its Standard of Care, Consultant shall ensure that all Services delivered by Consultant under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Consultant except for any third-party material Consultant has incorporated into the Services and for which Consultant has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

The City shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed Eighty-Six Thousand Dollars and No Cents (**\$86,000.00**). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the staff category hourly Billing Rates as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Susan Coates
401 N. Morton St.
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Consultant shall complete the Services required under this Agreement on or before December 31, 2024. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by AECOM.

Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Consultant and furnished to the City as part of the Services, shall become the intellectual property of the City. Consultant shall

retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Consultant uses to deliver the Services.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by (a) claims that Services Consultant has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from

Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 13. Conflict of Interest

Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

Article 18. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination

Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the grant and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City 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.

Article 20. Compliance with Laws

In performing the Services under this Agreement, Consultant 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, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify

Consultant 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). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant 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.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City 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 Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

City of Bloomington
Redevelopment Commission
Attn: Colleen Newbill
401 N. Morton, Suite 220
Bloomington, IN 47404

Consultant:

Patriot Engineering and Environmental, Inc.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

Article 23. Intent to be Bound

The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

PATRIOT ENGINEERING AND
ENVIRONMENTAL, INC.

Larry Allen, Deputy Mayor

Cindy Kinnarney, RDC President

EXHIBIT A
“Scope of Work”

SEE ATTACHED.

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein 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 belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
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- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

Project Manager(s): Jeff Underwood, ~~Alex Crowley~~ Holly Warren, ~~Beth Cate~~, Colleen Newbill, and John Fernandez (Dimension Mill, Inc.)

Project Description:

Background: The Trades District Technology Center is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC as the lead applicant. In September, 2021, the EDA awarded the project a \$3.5 million grant.

Project overview: The Trades District Technology Center will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Center will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region's economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

Target audience: This Center will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

Location: Bloomington Trades District.

Model: ~~A nonprofit entity will be established to run the Center.~~ The Bloomington Redevelopment Commission approved a partnership with the Dimension Mill on January 23, 2023 for the marketing and management of the Technology Center (Resolution 23 -05).

Connection to COVID-19 recovery: This project will aid recovery through support for a future-focused industry and the creation of good paying jobs.

Competitive advantage: Tech is best positioned to benefit from this center as:

- The tech sector is still growing across our region
- Technology applies across almost all sectors
- It requires less infrastructure and resources compared to other sectors
- Tech and defense are tied to two key public sources of technology development: Indiana University Bloomington and NSA Crane.

Project Timeline: **Start Date:** **July 2020**
 End Date: **April 2025**

Financial Information:

Estimated full cost of project:	\$12,768,948
Sources of funds:	Consolidated TIF - \$2,101,360
	CRED/General Fund - \$3,061,391
	CTP Fund - \$400,000
	EDA Grant - \$3,525,075
	CBU Green Infrastructure Fund - \$310,000
	Consolidated TIF (Gap Funding) - \$3,797,557

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

Step	Description	Quoted Cost	Timeline
1.	Application Project Management	\$3,000	July/Aug. 2020
2.	NEPA Consultant	\$8,650	August 2020
2a.	Added NEPA Services	\$21,740	Jan.2021
3.	Architecture/Engineering (Pre-App)	\$38,000	September 2020
3a.	Added A/E Services	\$29,970	January 2021
4.	<u>Design/Construction Match</u>	Est. \$2,000,000	2021-Dec 2022
4a.	Design Services With First Amendment	\$411,532.50	2022-2025
5.	Construction Manager – Weddle Brothers	\$15,000 + 1.85% of Project	2023-2025
6.	LEED Commissioning – Applied Engineering Services	\$47,000	2023-2025
7.	Dimension Mill Partnership Agreement (CTP Fund)	\$400,000	2023-2024

TIF District: Consolidated TIF (Expanded Downtown)

- Resolution History:**
- 20-45 Project Review and Approval (August 3, 2020)
 - 20-54 Approval of Third Addendum for Project Manager
 - 20-60 Agreement with NEPA Consultant
 - 20-61 Agreement with Axis Architecture for Design Services
 - 21-05 Amendment with Axis for Design Services
 - 21-06 Amendment with NEPA Consultant Little River
 - 22-06 Amended Project Review and Approval Form
 - 22-15 Agreement with Axis Architecture for Phase II Design
 - 22-96 Amendment to Agreement with Axis Architecture
 - 23-05 Partnership Agreement with Dimension Mill, Inc. (DMI)
 - 23-32 Approval of Mortgage and Lien for the Trades District Tech Center
 - 23-41 Amendment to Partnership Agreement with DMI and Approval of Funding for Construction Manager as Advisor and LEED Commissioning Agent
 - 23-63 Approval of MOU with the CBU for Green Roof Infrastructure
 - 23-72 Approval of Gap Funding and Amended Project Review and Approval Form for the Trades District Tech Center
 - 23-90 Approval of Agreement with Patriot Engineering and Environmental, Inc.

To Be Completed by Redevelopment Commission Staff:

Approved on _____
By Resolution _____ by a vote of _____

**23-91
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-23-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to replace flooring at 827 W. 14th Court owned by Monroe County United Ministries, Inc. have been approved from said source, and,

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

WHEREAS, a Community Development 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 Bloomington Redevelopment Commission and Monroe County United Ministries, Inc. to replace siding at 827 W. 14th Court, is approved for an amount not to exceed Thirty Three Thousand Five Hundred Eighty Eight Dollars (\$33,588.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:


Deborah Myerson, Secretary

Date



CONTRACT COVER MEMORANDUM

TO: Colleen Newbill
FROM: John Zody
DATE: 10/16/23
RE: Monroe County United Ministries

Contract Recipient/ Vendor Name:	Monroe County United Ministries
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	John Zody
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Colleen Newbill
Record Destruction Date: <i>(Legal to fill in)</i>	1/2034
Legal Department Internal Tracking#: <i>(Legal to fill in)</i>	23-540
Due Date For Signature:	Asap and no later than Oct 16, 2023 to get to RDC meeting.
Expiration Date of Contract:	1 year from effective date
Renewal Date for Contract:	1 year from effective date
Total Dollar Amount of Contract:	\$33,588
Funding Source:	CDBG 250-15-150000-53960
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:
Provide CDBG funds for flooring project.

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

THIS AGREEMENT, entered into this ____ day of October, 2023 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Monroe County United Ministries, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 827 W. 14th 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 # B23MC180013; 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 2023 Community Development Block Grant (CDBG) funds to remove old flooring and replace with new flooring in offices and classrooms in the building at 827 W. 14th Ct (the Property). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

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

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as a pre-school childcare facility that serves income eligible working families for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than **December 30, 2023**, unless mutually agreed to by all parties.

B. National Objectives

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

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 30, 2023** 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 Thirty Three Thousand Five Hundred Eighty Eight Dollars (\$33,588.00). 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:

<p>Grantee:</p> <p>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</p>	<p>Subrecipient:</p> <p>Katie Broadfoot, Director Monroe County United Ministries, Inc. 827 W. 14th Court Bloomington, IN 47404 Email: kbroadfoot@mcum.org Tel: (812) 339-3429</p>
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V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of

the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of 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.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "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. 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 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 30 days after completion of

the project. 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 report.
 - d. Beneficiary information (if applicable)
 - e. Certified payrolls
 - f. Section 3 Report
 - g. MBE/WBE Report
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit 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 shall be terminated and

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

B. Equal Employment and Affirmative Action

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

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

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. 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 requirement. 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 G, 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. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. 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.

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 – 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.

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.

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: 2023 HUD Income Limits**
- B. Exhibit B: 2023 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2023 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: CDBG Subrecipient Procurement Procedures**
- G. Exhibit G: Employee Eligibility Status affidavit**

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

**MONROE COUNTY UNITED MINISTRIES,
INC.:**

By:

By:

Cindy Kinnarney, President

Katie Broadfoot, Executive Director

By:

By:

Deborah Myerson, Secretary

Board of Directors, President