

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**November 20, 2023 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact John Zody, Director at [john.zody@bloomington.in.gov](mailto:john.zody@bloomington.in.gov) and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

Join Zoom Meeting

<https://bloomington.zoom.us/j/84983058014?pwd=kPFmrKGynyUoPTj3WcgVrl8Ygj9CDu.1>

Meeting ID: 849 8305 8014

Passcode: 094266

- I. ROLL CALL**
- II. READING OF THE MINUTES** – November 6, 2023
- III. EXAMINATION OF CLAIMS** –November 9, 2023 for \$1,622,193.28
- IV. EXAMINATION OF PAYROLL REGISTERS**–November 3, 2023 for \$37,491.58
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. Business Development Updates
  - E. Hopewell Update
  - F. CDFI-Friendly Bloomington Report
- VI. NEW BUSINESS**
  - A. Annual Informative Presentation
  - B. Resolution 23-98: Agreement with the Green Engineer for Environmental Services at Hopewell
  - C. Resolution 23-99: Approval of 2023 CDBG Funding Agreement with Bloomington Cooperative Living
  - D. Resolution 23-100: Approval of 2023 CDBG Funding Agreement with New Hope for Families
  - E. Resolution 23-101: Approval of 2023 CDBG Funding Agreement with Centerstone
- 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](mailto:human.rights@bloomington.in.gov).*

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA met on Monday, November 6, 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=12959>**

**I. ROLL CALL**

Commissioners Present: Cindy Kinnarney, Sarah Bauerle Danzman, Randy Cassady, Deb Hutton and Deborah Myerson attended the meeting in person. Erin Cooperman attended the meeting via zoom.

Commissioners Absent: All commissioners were present.

City Staff Present: John Zody, Director, Housing & Neighborhood Development Department (HAND); Anna Hanson, Assistant Director, 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 (ESD); Tim Street, Operations and Development Division Director, City Parks and Recreation; Maria McCormick, Public Improvements Manager, City Engineering

Others Present: John Fernandez, Senior Vice President, The Mill; Deb Kunce, JS Held; Sam Dove; Jen Pearl, BEDC; Glenda Murray; Lucos Gonzalez; Desma Belsaas, JS Held

**II. READING OF THE MINUTES** –Sarah Bauerle Danzman moved to approve the October 16, 2023 minutes. Deborah Myerson seconded the motion. Deb Hutton abstained. The motion passed 4-0-1.

**III. EXAMINATION OF CLAIM REGISTER** – Deb Hutton moved to approve the claim register for October 27, for \$181,993.45. Deborah Myerson seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** –Randy Cassady moved to approve the payroll register for October 20, 2023, for \$36,566.53. Deb Hutton seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director’s Report.** John Zody reported that the Community Development Block Grant (CDBG) applications were due last week. Recommendations will come back to the RDC for approval before the end of the year and to the City Council shortly after the first of the year. Zody also mentioned that RDC members wishing to seek reappoint to the Commission should submit that interest to the Office of the Mayor or City Council soon.

**B. Legal Report:** Colleen Newbill reported that Jeff Cockrill from the Monroe County Legal Department would like to attend the December 4 RDC meeting to present an update on the proceedings of the Convention Center.

The EDA gave approval to award the final three bid packages for The Trades District Tech Center.

John Zody stated that the RDC met in executive session at 4pm prior to this meeting.

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

**D. Business Development Updates:** Legal staff was available to answer questions.

- E. Hopewell Update:** Deb Kunce reported RFI submissions for blocks 1, 2, and 3 due in early December. The public offering for blocks 8, 9 and 10 were read aloud last week. There were two proposals and those are currently under review. Kunce also reported that the parking garage study the RDC funded should be ready in early December.
- F. Switchyard Park Final Report:** Tim Street presented the final report to the board. The slide presentation was not available during the meeting but is attached to the minutes.

## VI. NEW BUSINESS

- A. Resolution 23-92: Approval of Encroachment Agreement for Trades District Tech Center.** The RDC owns the property at 617 N. Madison Street. Construction of the Trades District Technology Center is currently underway on the property. As part of the project plans, the water line for the Tech Center will remain in the public right of way, requiring an encroachment agreement with the City of Bloomington Board of Public Works. As part of the project plans, the owner or its authorized agents will be required to obtain a right of way use permit and or a grading permit in addition to the Encroachment agreement. Maria McCormick was available to answer questions.

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

Randy Cassady moved to approve Resolution 23-92. Deb Hutton seconded the motion. The motion passed unanimously.

**Resolution 23-93: Bid Acceptance and Contract Award for Bid Package #7 for The Trades District Tech Center:** The City of Bloomington held a bid opening on September 26, 2023 for the Trades District Technology Center project. Two bids were received and reviewed for responsiveness by members of the City of Bloomington Economic and Sustainable Development Department, The Dimension Mill, the Construction Managers, and the Engineer of record.

Colleen Newbill stated the lowest and most responsive and responsible bidder was Multicraft Fire LLC, for the base bid, with no alternate bid, in the contract amount not to exceed \$170,800.

- B. Resolution 23-94: Bid Acceptance and Contract Award for Bid Package #8 for the Trades District Tech Center:** The City of Bloomington held a bid opening on September 26, 2023 for the Trades District Technology Center project. One bid was received and reviewed for responsiveness by members of the City of Bloomington Economic and Sustainable Development Department, The Dimension Mill, the Construction Managers, and the Engineer of record.

Colleen Newbill stated Harrell-Fish, Inc. (HFI) submitted a base bid in the contract amount of \$1,417,000 with a deduct alternate. The deduct alternate will not be awarded. HFI is considered the lowest and most responsive and responsible bidder.

- C. Resolution 23-95: Bid Acceptance and Contract Award for Bid Package #9 for the Trades District Tech Center:** The City of Bloomington held a bid opening on September 26, 2023 for the Trades District Technology Center project. Four bids were received and reviewed for responsiveness by members of the City of Bloomington Economic and Sustainable Development Department, The Dimension Mill, the Construction Managers, and the Engineer of record.

Collen Newbill stated the lowest, responsive, and responsible bidder was Woods Electrical Contractors Inc. for the base bid, with no alternate bid, in the contract amount of \$1,020,000.

Cindy Kinnarney asked for public comment on Resolutions 23-93, 23-94, and 23-95. There were no comments from the public.

Deb Hutton moved to approve Resolution 23-93, 23-94, and 23-95. Randy Cassady seconded the motion. The motion passed unanimously.

**D. Resolution 23-96: Acceptance of a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood.** On July 3, 2023, the RDC endorsed a letter to the Indiana Historical Bureau indicating its support for a historical marker to be placed at the Hopewell site to honor the Local Council of Women’s role in founding and operating Bloomington Hospital. On October 5, 2023, notification was received that the historical marker was approved by the Indiana Historical Bureau for future placement at the Hopewell project site. This resolution formally accepts the historical marker for placement. The exact placement coordinates are not known at this time but the marker will be placed as close to the location of historic buildings as reasonably possible. John Zody recognized Glenda Murray, who led the application effort for the marker.

Cindy Kinnarney asked for public comment. Glenda Murray made brief comments regarding the marker, including that the Local Council of Women had agreed to pay for its cost.

Randy Cassady moved to approve Resolution 23-96. Deborah Myerson seconded the motion. The motion passed unanimously.

**E. Resolution 23-97: Approval of Funding for Site Furnishings at Hopewell.** Tim Street stated the site furnishings were moved from the first bid to the second bid in an attempt to save money. Street said approximately 50% was saved by purchasing directly and taking on some of the assembly. The furnishings will be held until the Hopewell site is developed far enough along that the space can be activated. Street said these are outdoor furnishings.

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

Deborah Myerson moved to approve Resolution 23-97. Deb Hutton seconded the motion. The motion passes unanimously.

**VII. BUSINESS/GENERAL DISCUSSION –**

**XI. ADJOURNMENT –** Deb Hutton to adjourn. The meeting adjourned at 5:30 p.m.

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Deborah Myerson, Secretary

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



# Switchyard Park

**65** acres

**3** acres of pervious pavers

**8.2** acres of native plant restoration

**2,000+** trees planted

**3-acre** restored wetland

**5** miles of trails/paths

**39** raised community garden beds

**4,000** person capacity stage and lawn area











# Funding

**\$1.2 million+** in brownfield and EPA grants funded environmental site assessments.

**\$34 million** project – **\$27m** for construction, **\$3.3m** for design, and **\$4m** for amenities, acquisition, and other expenses.



An aerial photograph of a park. In the center-left, there is a modern pavilion with a white roof and dark supports. To the right, a paved path winds through a large, well-maintained green lawn. The background is filled with dense green trees under an overcast sky.

# Remediation

**34,800** cubic yards of environmental contaminants were remediated in total. Nearly **5,000** cubic yards were removed from the site. **150 feet** of Clear Creek daylighted



# Project Timeline

**1853** - Railroad service begins in  
Bloomington

**1892** - Switchyard with Roundhouse  
constructed; 700-car capacity

**1967** - Train passenger service ends

**2000** - CSX Railroad contacts COB about  
possible sale of rail corridor

**2005** - 3.1 mile rail corridor purchased

**2009/2011** - Phases I and II of B-Line Trail  
completed

**2009** - COB purchases Switchyard property

**2012** - Switchyard Park Master Plan  
completed

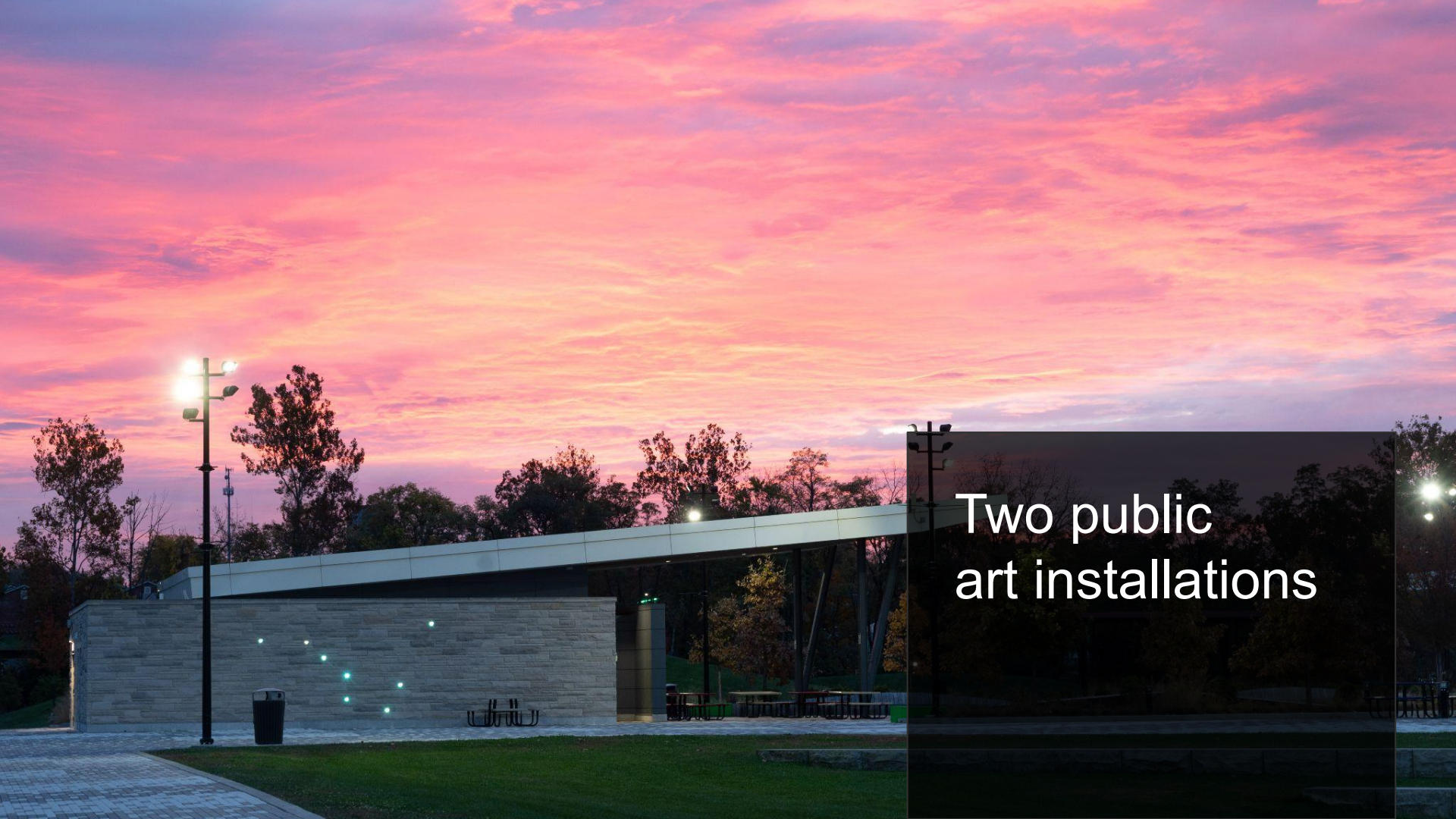
**2013** - "Triple C" property (Rogers St.)  
acquired

**2015** - Park design begins, "Wee-Willies"  
property (Walnut St.) acquired

**2018** - Construction begins (May)


**2019** - Park open for public use  
(November)

**2021** - Final Completion



Two public  
art installations



An aerial photograph of a modern skate park. The park features a large concrete bowl on the right side, several ramps, and a central flat area with various obstacles. There are several people skating. The park is surrounded by a paved area, some landscaping with young trees, and a large building with graffiti on the left. In the background, there is a large green field and more trees. A dark semi-transparent box in the top right corner contains the text "Skate Park".

# Skate Park





Sports courts





## Impact - 2022

**500,000+** visitors

**254** outdoor events

**74** pavilion events

**31** special use permits

**\$62k** in rental revenue



# Large events







Development



Thank you!







**CDFI**  
**FRIENDLY**  

---

**BLOOMINGTON**

Helping CDFIs deliver flexible, affordable financing to the  
Bloomington and the Indiana Uplands



# CDFI Friendly Bloomington

- **Overview of CDFI Industry**
- **Why CDFI *Friendly*?**
- **The Role of the RDC in CFB**
- **Impacts in Bloomington and the region**
- **How to partner**





# WHAT ARE CDFIS?

## Community Development Financial Institutions

**Focus:** Community Development and “underserved” populations

**For Communities:** public facilities, affordable housing, childcare, infrastructure

**For Consumers:** credit enhancement, mortgage assistance, auto loans

**For Small Business/Entrepreneurship:** small businesses, microenterprises, nonprofit organizations, commercial real estate, and affordable housing

# WHAT ARE CDFIS?

## **Legal Financing Entity:**

Private financial institutions (non-governmental, but certified by US Treasury);  
Loan funds (39%), Credit unions (36%), Banks (13%), Other (12%)

## **Mission:**

Deliver responsible, affordable lending to low-income, low-wealth, or other historically disadvantaged/marginalized people and communities to help close the wealth gap

## **Primary Market:**

Serve one or more identified markets; maintaining accountability to a primary market

## **Assistance:**

Provide technical assistance and development services in conjunction with its financing activities

## **Model:**

May be profitable but not profit-maximizing, accountable to community and mission first

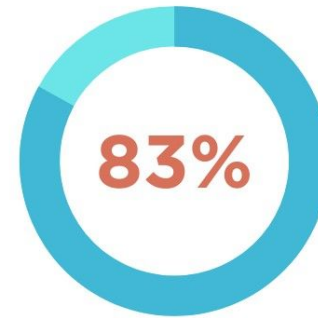


# CDFI Industry Snapshot

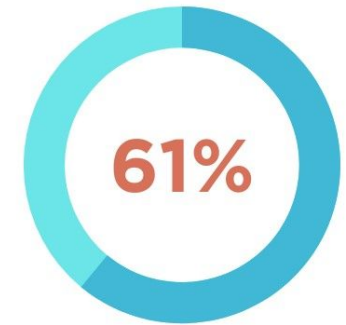
**1,487** CDFIs manage  
**\$452 billion** in assets

CDFIs grew by 33% since the pandemic, due to their role in disbursing PPP loans. They will play a critical role in the \$27 billion Greenhouse Gas Reduction Fund.

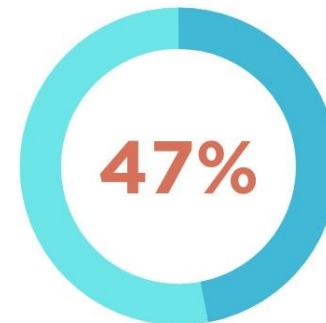
## CDFI Borrowers



Low-income



People of Color



Women



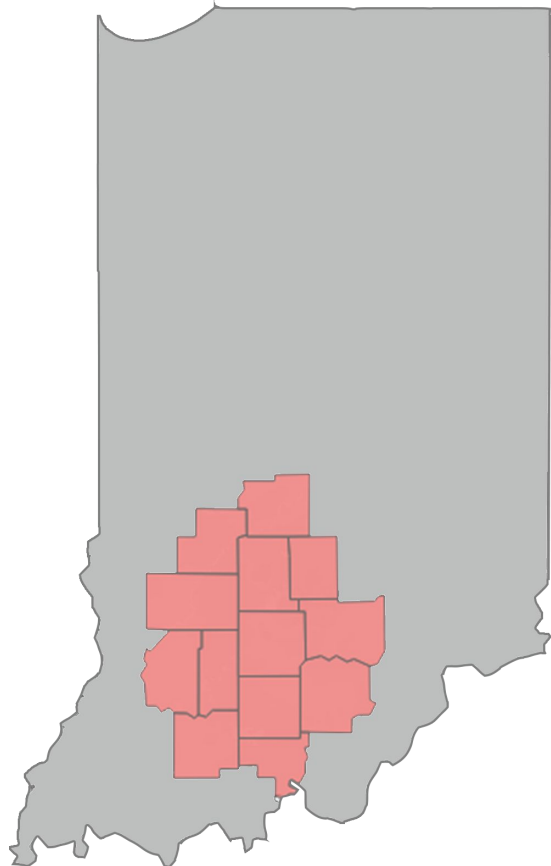
Rural

# WHY CDFI *FRIENDLY*?

- CDFIs have enormous resources and expertise, and they are already doing this work
- CDFI missions mirror our local priorities
- Many communities < 250,000 are typically underinvested
- Costs of starting and managing a CDFI are high
- Starting a CDFI requires a narrower focus
- Existing CDFIs seek growth in new markets
- CDFI Loan Funds (our primary partners) are not depository institutions
- The “Friendly” model attracts regional and national CDFIs to our underserved region by organizing the market and providing access to a credit enhancement fund



# OUR SERVICE AREA



## **13 COUNTY AREA**

---

Brown  
Crawford  
Daviess  
Dubois  
Greene  
Jackson  
Lawrence  
Martin  
Monroe  
Morgan  
Orange  
Owen  
Washington

# Supporting Organizations

## Annual Operating Support

German American Bank  
Old National Bank  
First Financial Bank  
City of Bloomington

## Capital Enhancement Fund support

City of Bloomington RDC  
Bloomington Urban Enterprise Association  
German American Bank  
Old National Bank  
First Financial Bank

## Founding Funders

Regional Opportunities Initiative  
Bloomington Urban Enterprise Association  
First Financial Bank  
Old National Bank  
German American Bank  
Woodforest National Bank  
Wells Fargo  
PNC Bank

## Fiscal Sponsor

Community Foundation of Bloomington & Monroe County



# KEY FUNCTIONS

1

**Networking** with CDFIs nationally to determine who can participate in our local market

2

**Identification & Development** of prospective CDFI investment opportunities in region

3

**Provide technical assistance** and development services to help borrowers prepare for financing and execute their goals

4

**Remove barriers to capital** via our Capital Enhancement Fund to complete investments in Bloomington and the Uplands



# Capital Enhancement Fund

<b>City of Bloomington RDC</b>	<b>\$1 million</b>
<b>Bloomington Urban Enterprise Association</b>	<b>\$1 million</b>
<b>Participatory Line of Credit</b>	<b>\$2.25 million</b>
German American Bank—Lead Bank	
Old National Bank	
First Financial Bank	
<b>TOTAL</b>	<b>\$4.25 million</b>





# Capital Enhancement Fund

## **General Requirements**

- Funds may only be lent in partnership with a CDFI
- CFB Investment Committee must review and recommend to board for approval

## **City of Bloomington RDC**

- Investments must be made in the TIF
- Investments must be in Affordable Housing developments
- Requires a 50% match for overall capital fund

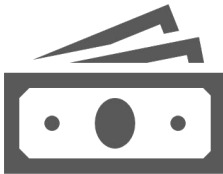
## **Bloomington Urban Enterprise Association**

- Investments must be made in or benefit the BUEZ
- Not restricted to housing

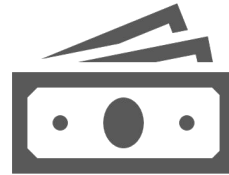
## **Participatory Line of Credit**

- Investments may be made anywhere in the Uplands, Morgan and Jackson Counties

# CDFI Friendly Impact



**\$25.7 million in  
new CDFI capital  
investment**



**\$58.1 million  
total investment**



**17 permanent  
jobs created /  
retained**



**34 CDFI  
Investments**



**9 participating  
CDFIs**



**357 affordable  
housing units  
created/retained**



# Current pipeline



**4 applications  
under review with  
CDFIs**



**2 applications  
being prepared for  
submission**



**1 program awaiting  
final approval**



**2 small biz  
applicants**



**4 housing related  
applications (22  
units)**



**\$2.1 mm in CDFI  
investment sought  
and \$6.4 mm in new  
project investment**

# How to support CDFI Friendly?

**Connect eligible projects or financing needs to CDFI Friendly Bloomington**

**Make local/regional/state leaders and stakeholders aware of our work**

**Follow us on social media**





**CDFI**  
**FRIENDLY**  
BLOOMINGTON

***Thank you!***

Jane Kupersmith, Executive Director  
jane@cdfifriendlybtown.org | 812-320-9003

**23-98  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**AGREEMENT WITH THE GREEN ENGINEER 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 secure the services of an Environmental Consultant provide advice related to achieving LEED Neighborhood Development (ND) certification for Hopewell East, and establishing criteria for developers to achieve LEED Silver for vertical buildings (“Services”); and
- WHEREAS, City staff have negotiated an agreement with The Green Engineer for an amount not to exceed \$148,180 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 \$148,180.00 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, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date



## CONTRACT COVER MEMORANDUM

**TO:** Controller Jeffrey Underwood; Corporation Counsel Beth Cate  
**FROM:** Heather Lacy  
**DATE:** 11/16/2023  
**RE:** LEED ND Consulting Services for Hopewell

<b>Contract Recipient/Vendor Name:</b>	The Green Engineer
<b>City Head Initials of Approval:</b>	HW
<b>Responsible City Staff:</b> <i>(Return signed copy to responsible staff)</i>	Shawn Miya
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Heather Lacy
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2036
<b>Legal City Internal Tracking #:</b> <i>(Legal to fill in)</i>	23-636
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	December 31, 2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$148,180
<b>Funding Source:</b>	439-15-159001-53990 Consolidated TIF (Adams Crossing)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	

### Summary of Contract:

The Green Engineer will help to achieve LEED Neighborhood Development (ND) certification for Hopewell East and establish criteria for developers to achieve LEED Silver for vertical buildings.



**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION AND  
THE GREEN ENGINEER**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and The Green Engineer (“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 LEED Neighborhood Development (ND) certification and LEED Silver for vertical buildings; 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 perform services as detailed in Exhibit A, “Scope of Work.”

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 on or before **December 31, 2025**, unless the parties mutually agree to a later 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 Assistant Director of Sustainability, Shawn Miya, or other designee. Consultant agrees that any information or documents, including digital GIS information, 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 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 One-Hundred Forty-Eight Thousand, One-Hundred Eighty Dollars and No Cents (\$148,180.00). Consultant shall submit an invoice(s) to the City upon the completion of the Services described in Article 1. 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: Colleen Newbill  
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 designee 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 perform the Services according to the following schedule: Services will be on as needed basis upon request of the City. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, 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 9 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 Consultant. 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 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. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 10. Independent Consultant Status** During the entire term of this Agreement, Consultant shall be an independent Consultant, and in no event shall any of its personnel, agents or sub-Consultants 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 the reckless or negligent performance of any provision thereof, 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 Consultants 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, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 parties.

**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 Consultants doing work for the City. If the 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 Consultant'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.

**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 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 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 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  
401N. Morton, Suite 220  
Bloomington, IN 47404

**Consultant:**  
The Green Engineer

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 the Agreement, and of 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.

**Article 25. Non-Collusion** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement 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 shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

**CITY OF BLOOMINGTON**  
**REDEVELOPMENT COMMISSION**

**THE GREEN ENGINEER**

\_\_\_\_\_  
Larry Allen, Deputy Mayor

\_\_\_\_\_  
Cindy Kinroney, RDC President

## **EXHIBIT A SCOPE OF WORK**

### Hopewell East (Phase 1)

#### Service #1: General Consulting

1. Attend project team kickoff meeting (virtual).
2. Participate in 6-8 general coordination meetings with the City (virtual).
3. Familiarize with City plans, sustainability strategies, and visioning documents (e.g. CAP, UDO, Master Plan).
4. Consult on potential new sustainability incentives and other ideas and input on community best practices.
5. Review the Hopewell redevelopment sustainability approach and provide feedback and recommendations on sustainability-related goals.
6. Conduct ongoing research to support the City's decision-making surrounding sustainability for the Hopewell redevelopment project.
7. Provide general sustainability consultation on the LEED v4 for Neighborhood Development silver certification target for the 24-acre redevelopment area.
8. Interface with the City, Economic and Sustainable Development City, and the Project Management team to support decision-making and the integration of the project's overall sustainability goals, specifically those related to the City's CAP.
9. Work with the City to develop an ideal LEED scorecard for developers that supports the goal of achieving LEED v4 BD & C Silver certification for all buildings within the Hopewell redevelopment project.

#### Service #2: LEED ND Certification Project Management of Hopewell East

##### LEED Strategy and Management

1. Facilitate a Sustainability Workshop with the design team to discuss overall project sustainability goals, LEED ND prerequisite and credit requirements, documentation requirements, documentation submission process and timeline, and ensure that all team members understand the design requirements to achieve LEED ND certification.
2. Coordinate the LEED for Neighborhood Development certification and documentation process by establishing and managing the LEED scorecard and submission to GBCI.
3. Manage and regularly update and distribute a LEED Action Plan to all design team members.
4. Review the project design documents of Hopewell East (Phase 1).

##### GBCI Coordination and Submission Process

1. Register the project with GBCI.
2. Maintain all documentation in DropBox (or other program determined by GBCI).
3. Facilitate comments, questions, and other LEED ND-specific correspondence with GBCI.
4. Complete and submit LEED ND credit documentation to be The Green Engineer's responsibility for both the Preliminary and Final Reviews.
5. Review and submit LEED ND credit documentation to DropBox (or other program determined by GBCI) for both the Preliminary and Final Reviews.
6. Assign LEED ND documentation to each responsible party within the design team.
7. Track open LEED ND items with design team members via a matrix.



### Service #3: Developer Project Support

1. Review conceptual document package from proposed developers to ensure that sustainability goals related to LEED ND certification (i.e., GIB-related prerequisites and credits) are appropriately addressed.
2. Review LEED ND scorecard with developer at the end of DD and CD, specifically prerequisites and credits pertaining to each development project.
3. Provide a LEED ND Action List to each developer at the end of DD and CD that details the prerequisite and credit requirements, responsible party, and documentation required to be completed.



**EXHIBIT C**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

**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.

By: \_\_\_\_\_  
\_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_

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 2<sup>nd</sup> 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 2<sup>nd</sup> 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
Sources of funds:	Total: \$35,869,189.74



Consolidated TIF	\$30,000,000
Federal Roadway Reconstruction	\$4,069,189.74
READI Grant	\$1,800,000.00

**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	<b>Consulting</b>	\$1,717,152	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
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	\$6,278,268	2020-2023
	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.	<b>Phase 1 East</b>	\$17,120,920.20	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) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000.00	2023
<b>8.</b>	<b>Kohr Admin Redev.</b>	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
<b>9.</b>	<b>Ongoing Services</b>	Est. \$767,198.50	
	9a Security Patrols – Marshall	<del>\$127,198.95</del> \$147,198.95	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades (Fencing around the legacy hospital site will remain in place)	Est. <del>\$200,000</del> \$189,946.62 \$169,946.62	2023-2025
<b>10</b>	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
<b>11.</b>	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)</b>	\$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	
<b>13</b>	1% for Arts Allowance	Est. \$192,250	

**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

- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-XX Amendment to add Phase I East Construction Change Order
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-XX The Green Engineer LEED ND Services Contract

*To Be Completed by Redevelopment Commission Staff:*

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



- Services denoted with \* have been either adjusted from original RFQ language or included as additional scope.
- All services below are assumed under a **2-year contract**.

**Hopewell East (Phase I)  
Sustainability Consultant Services and Fee**

**Service #1: General Consulting**

- Attend project team kickoff meeting (virtual).
- Participate in 6-8 general coordination meeting with the City (virtual).
- Familiarize with City plans, sustainability strategies, and visioning documents (e.g., CAP, UDO, Master Plan).
- Consult on potential new sustainability incentives and offer ideas and input on community best practices.
- Review the Hopewell redevelopment sustainability approach and provide feedback and recommendations on sustainability-related goals.
- Conduct ongoing research to support the City's decision-making surrounding sustainability for the Hopewell redevelopment project.
- Provide general sustainability consultation on the LEED v4 for Neighborhood Development silver certification target for the 24-acre redevelopment area.
- Interface with the City, Economic and Sustainable Development Department, and the Project Management team to support decision-making and the integration of the project's overall sustainability goals, specifically those related to the City's CAP.
- Work with the City to develop and ideal LEED scorecard for developers that supports the goal of achieving LEED v4 BD+C Silver certification for all buildings within the Hopewell redevelopment project.

**Fee for General Consulting services** **\$31,500**

**Service #2: LEED ND Certification Project Management of Hopewell East**

*LEED Strategy and Management*

- Facilitate a Sustainability Workshop with the design team to discuss overall project sustainability goals, LEED ND prerequisite and credit requirements, documentation requirements, documentation submission process and timeline, and ensure that all team members understand the design requirements to achieve LEED ND certification. This workshop can be in-person or virtual.

- \* ▪ Coordinate the LEED for Neighborhoods certification and documentation process by establishing and managing the LEED scorecard and submission to GBCI.
- Manage and regularly update and distribute a LEED Action Plan to all design team members.
- Review the project design documents of Hopewell East (Phase 1).

*GBCI Coordination and Submission Process*

- Register the project with GBCI.
- Maintain all documentation in DropBox (or other program determined by GBCI).
- Facilitate comments, questions, and other LEED ND-specific correspondence with GBCI.
- Complete and submit LEED ND credit documentation designated to be TGE's responsibility (see list provided) for both the Preliminary and Final Reviews.
- \* ▪ Review and submit LEED ND credit documentation to DropBox (or other program determined by GBCI) for both the Preliminary and Final Reviews.
- \* ▪ Assign LEED ND documentation to each responsible party within the design team.
- Track open LEED ND items with design team members via a matrix.

<b>TOTAL Fee for LEED ND Project Management (per project registered under LEED ND)</b>	
Preliminary Review Documentation Preparation, Coordination and Submission	\$57,000
Final Review Documentation Preparation, Coordination and Submission	\$32,000
<b>TOTAL Fee for LEED ND Project Management (for Hopewell East registered under LEED ND)</b>	
<b>\$89,000</b>	

**Service #3: Developer Project Support**

	<ul style="list-style-type: none"> <li>▪ Review conceptual document package from proposed developers to ensure that sustainability goals related to LEED ND certification (i.e., GIB-related prerequisites and credits) are appropriately addressed.</li> <li>▪ A <i>Lifecycle Cost Analysis for individual buildings can be provided as an additional service</i> .</li> </ul>	
*	<ul style="list-style-type: none"> <li>▪ Review LEED ND scorecard with developer at the end of DD and CD, specifically prerequisites and credits pertaining to each development project.</li> </ul>	
*	<ul style="list-style-type: none"> <li>▪ Provide a LEED ND Action List to each developer at the end of DD and CD that details the prerequisite and credit requirements, responsible party, and documentation required to be completed.</li> </ul>	
*	<b>Fee for Developer Project Support (assuming 3 project reviews)</b>	<b>\$19,500</b>

<b>Reimbursable Allowances</b>	
Printing, plotting and reproduction of multiple copies of documents	\$500
Travel expenses ( <i>assumes \$1,500 per trip</i> )	\$6,000
LEED v4 for Neighborhood Development Registration fee <i>Paid for by TGE and reimbursed by client</i>	\$1,680
<b>TOTAL Reimbursable Allowances</b>	<b>\$8,180</b>

<b>TOTAL Fee for Initial 2-year Contract</b>	<b>\$148,180</b>
--	------------------

Hopewell East Fees paid by the City directly to USGBC		
LEED Certification Fees	Smart Location and Linkage (SLL) AND Neighborhood Pattern and Design (NPD) Prerequisite Review ( <b>Optional</b> )	\$5,600
	Initial Stage Review (LEED ND Plan) - Preliminary and Final Review ( <i>first 20 acres</i> ) ( <b>Required</b> )	\$20,160
<b>Option 1</b>	Total certification fee for Hopewell East ( <i>including</i> SLL & NPD prerequisite review)	\$25,760
<b>Option 2</b>	Total certification fee for Hopewell East ( <i>excluding</i> SLL & NPD prerequisite review)	\$25,760



# Hopewell

## LEED for Neighborhood Development

---

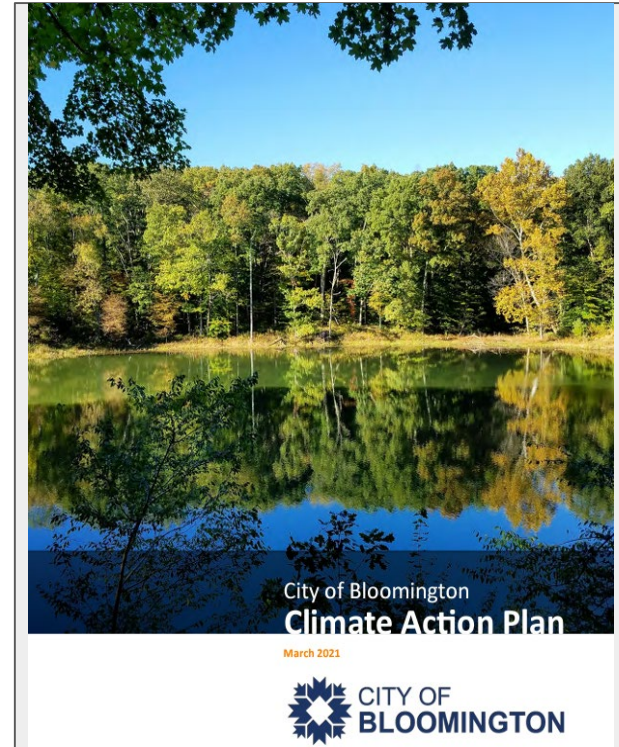
Shawn Miya, Assistant Director of Sustainability

November 20, 2023



# City of Bloomington Climate Action Plan

- Goal is to be carbon neutral by 2050
- Slow/reverse climate change which causes more frequent and intense floods and storms, extreme heat, poor air quality, vector borne diseases, etc.
- Impacts our economy, health, infrastructure, emergency services, etc.
- Achieved by reducing greenhouse gas emissions through energy efficiency, waste reduction, renewable energy, electrification, etc.



# Leadership in Energy and Environmental Design (LEED)



- most widely used green building rating system in the world
- provides a framework for healthy, efficient, and cost-saving green buildings
- LEED certification is a globally recognized symbol of sustainability achievement and leadership

# Leadership in Energy and Environmental Design (LEED)

Measures several key areas:

- 1. impact on site
- 1. water efficiency
- 1. energy efficiency
- 1. materials selection
- 1. indoor environmental quality





# Leadership in Energy and Environmental Design (LEED)

## Examples in Bloomington

- **Trades District Technology Center:** LEED BD & C: Core & Shell
- **Showers West Renovation:** LEED ID & C: Commercial Interiors
- **Switchyard Police Substation:** LEED BD & C: New Construction
- **Switchyard Pavilion:** LEED BD & C: New Construction
- **Showers-City Hall:** LEED Recertification 2019: Gold Level
- **Downtown Passenger Transfer Facility:** LEED BD & C: New Construction



# LEED Neighborhood Development (LEED ND)

- Takes the certification concept beyond individual buildings and applies it to the whole neighborhood.
- Engineered to inspire and help create better, more sustainable, well-connected neighborhoods.
- This rating system focuses on high levels of walkability, a sense of place, and social cohesion.



# LEED Neighborhood Development (LEED ND)

- The benefits gained from implementing other LEED rating systems are magnified when captured at the neighborhood scale by approaching projects through a comprehensive and holistic lens.
- Unlike other LEED rating systems, LEED ND places a strong emphasis on project location and linkages, as well as the overall neighborhood design.
- It encourages strategies that conserve resources, protect natural areas, and facilitate connections to the surrounding community.

# LEED Neighborhood Development (LEED ND)

2022 Guidon Study

Sustainability at the Hopewell Redevelopment:  
Final Report & Recommendation

- Sustainability Alignment Workshop
- LEED ND reduces burden and costs for developers to attain LEED Silver certification
- 16 scorecard credits for developers in a LEED ND site
- LEED ND provides opportunity to create a “neighborhood for tomorrow that serves Bloomingtonians for generations to come”

# Recommended LEED ND Consultant

## The Green Engineer

- Founded in 2005
- Concord, MA
- Employee Owned Company
- Certified Benefit Corporation (social mission beyond profit)
- Completed over 300 LEED certified projects (18 achieved LEED Platinum)
- LEED ND Project Experience



# LEED Neighborhood Development (LEED ND)

## Clippership Wharf



Location: East Boston,  
MA

Project Type: Mixed-Use  
(Residential, Retail, and  
Public and Recreational  
spaces)

# LEED Neighborhood Development (LEED ND)

## Clippership Wharf

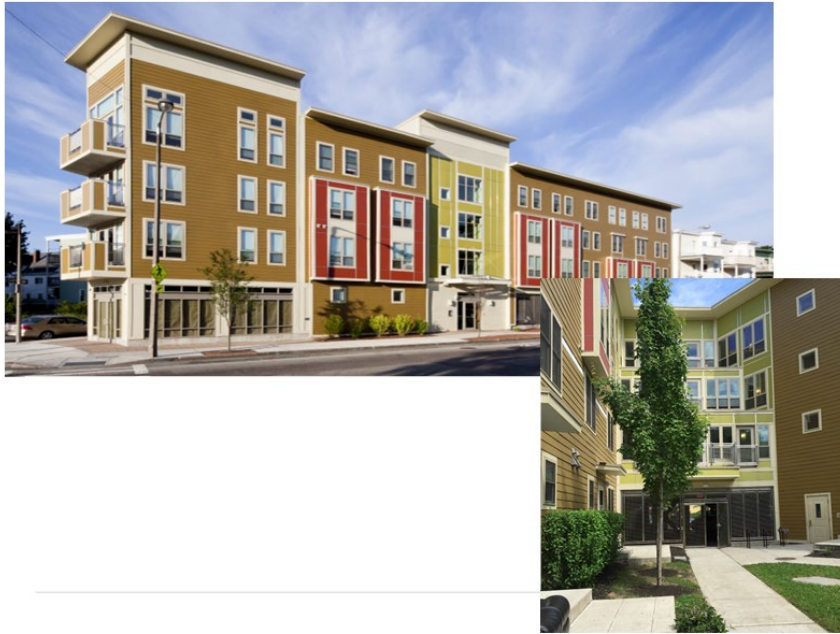


**Project Size:** ~7 acres,  
4 buildings

**Certification Level:**  
LEED v4 ND: Plan  
Silver

# LEED Neighborhood Development (LEED ND)

## The Talbot Norfolk Triangle



Location: Boston, MA



# LEED Neighborhood Development (LEED ND)

## The Talbot Norfolk Triangle



- Comprehensive sustainable development initiative spanning 13 block historic area
- Provides affordable housing that is sustainable and energy efficient

# Recommended LEED ND Consultant

## The Green Engineer

### Hopewell East (Phase I)

General Consulting  
\$31,500

LEED ND Certification Project Management \$89,000

Developer Project Support  
\$19,500  
(assuming 3 project reviews)

Reimbursable Allowances  
\$8,180

\$148,180

Total



# THANK YOU.

Questions?



**23-99  
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 renovate 410 W. Kirkwood Avenue owned by the Bloomington Cooperative Living, 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; and

**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 Bloomington Cooperative Living, Inc. to make physical improvements to 410 W. Kirkwood Avenue, is approved for an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

***Restriction on Project Start until Completion of Environmental Review and Funding Agreement***

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

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date

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

**THIS AGREEMENT**, entered into this \_\_\_\_ day of November, 2023 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Bloomington Cooperative Living, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 404 W. Kirkwood Avenue, 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 to the Subrecipient; and

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

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

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2023 Community Development Block Grant (CDBG) funds to renovate the building located at 410 W. Kirkwood Avenue into a 12 unit communal housing building. Project funds can be used for attic air sealing, rafter duct vents, and other preparation for attic insulation to be blown in. Funds can also be used to install attic insulation, painting throughout the facility, sealing the exterior siding, media filters, cleaning, and damper diffusers. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **June 1, 2024**, unless mutually agreed to by all parties.

**B. National Objectives**

All activities funded with CDBG funds must meet the criteria for one of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

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

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

Income Eligibility:

**C. Performance Monitoring**

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



**II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **June 1, 2024** unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Fifty Thousand Dollars (**\$50,000.00**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

**IV. NOTICES**

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

<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>Zackary Dunivin, Board President Bloomington Cooperative Living, Inc 404 W. Kirkwood Av Bloomington, IN 47404 Contact Name: Liz Curran-Groome Email: ecurran.groome@gmail.com Tel: (609) 375-5636</p>
--	---

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.

**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; and,
  - i. Submit performance measurements as required by HUD.
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
  3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
    - The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
    - The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.

- The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  
- 5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
  - a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
  - b. "Program Year to Date Reporting Form" at project completion (if applicable);
  - c. Final status;
  - d. Beneficiary information (if applicable);
  - e. Certified payrolls (if applicable);
  - f. Section 3 Report (if applicable);
  - g. MBE/WBE Report (if applicable).
  
- 6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
  
- 7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.



**C. Reporting and Payment Procedures**

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

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

**If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

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

**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.

3. Living Wage Ordinance. Subrecipient is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is 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 the covered employer's contribution to health insurance available to the covered employee.

Subrecipient shall execute the Living Wage Ordinance Affidavit, attached as Exhibit H; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

## **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.

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

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; 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.

**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](http://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**
- H. Exhibit H: Living Wage Affidavit**

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

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

**BLOOMINGTON COOPERATIVE LIVING, INC:**

By:

By:

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Zackary Dunivin, Executive Director

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Deborah Myerson, Secretary

Board Chairperson



**EXHIBIT “H”**

**AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

- 1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)  
(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 their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
- 4. The projected employment needs under the award include the following: [Click here to enter text.](#)
- 5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
- 6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

**23-100  
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 for signage, shade sails, and a shed at 1140 S. Morton Street owned by New Hope For Families, 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 New Hope For Families, Inc. for physical improvements at 1140 S. Morton Street, is approved for an amount not to exceed Thirty Two Thousand Five Hundred Dollars (\$32,500.00).

***Restriction on Project Start until Completion of Environmental Review and Funding Agreement***

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

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Cindy Kinnarney, President

ATTEST:

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date

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

**THIS AGREEMENT**, entered into this \_\_\_\_ day of November, 2023 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and New Hope For Families a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1140 S. Morton Street, Bloomington, IN, 47403, (herein called the “Subrecipient”), WITNESSETH:

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B23MC180013 to the Subrecipient; and

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

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

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2023 Community Development Block Grant (CDBG) funds physical improvement activities on their facilities. The facilities are located at 1140 S Morton St. The funds can be used to install signage on the west side of the building, install shade sails over the play areas, and placing a pre-built shed for outdoor storage. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 30, 2024**, unless mutually agreed to by all parties.

**B. National Objectives**

All activities funded with CDBG funds must meet the criteria for one of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

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

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

**C. Performance Monitoring**

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

**II. TERM OF AGREEMENT**



This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 30, 2024** 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 Two Thousand Five Hundred Dollars (**\$32,500.00**). 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:

<b>Grantee:</b>  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	<b>Subrecipient:</b>  Emily Pike, Executive Director New Hope For Families 1140 S Morton St. Bloomington, IN 47403 Contact Name: Karen Neal Email: office@newhope4families.org Tel: (812) 334-9840
--	--

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**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; and,
  - i. Submit performance measurements as required by HUD.
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.

- The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
  - b. "Program Year to Date Reporting Form" at project completion (if applicable);
  - c. Final status;
  - d. Beneficiary information (if applicable);
  - e. Certified payrolls (if applicable);
  - f. Section 3 Report (if applicable);
  - g. MBE/WBE Report (if applicable).
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

### C. Reporting and Payment Procedures

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

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

**If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

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

## 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.

3. Living Wage Ordinance. Subrecipient is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is 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 the covered employer's contribution to health insurance available to the covered employee.

Subrecipient shall execute the Living Wage Ordinance Affidavit, attached as Exhibit \_\_\_\_; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

## **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.

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

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; 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.

**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](http://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**
- H. Exhibit H: Living Wage Affidavit**

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

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

**NEW HOPE FOR FAMILIES:**

By:

By:

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Emily Pike, Executive Director

By:

By:

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Andy Allard, Board President



**EXHIBIT “H”**

**AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)  
(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 their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

**23-101  
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 repair/replace the emergency fire sprinkler system at 645 S. Rogers St, Bloomington, and strip, seal, and repaint the exterior of the building at 221 N. Rogers St, Bloomington owned by Centerstone of Indiana, 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 Centerstone of Indiana, Inc. to repair/replace the emergency fire sprinkler system at 645 S. Rogers St, Bloomington, and strip, seal, and repaint the exterior of the building at 221 N. Rogers St, Bloomington, is approved for an amount not to exceed One Hundred Eighty Three Thousand Seven Hundred Eighty Two Dollars and Ten Cents (**\$183,782.10**).

***Restriction on Project Start until Completion of Environmental Review and Funding Agreement***

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



**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date

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

**THIS AGREEMENT**, entered into this \_\_\_\_ day of November, 2023 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Centerstone of Indiana, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 645 S. Rogers Street, Bloomington, IN 47403, (herein called the “Subrecipient”), WITNESSETH:

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

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B23MC190013 to the Subrecipient; and

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

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

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2021 Community Development Block Grant (CDBG) funds to repair/replace the emergency fire sprinkler system at 645 S. Rogers St, Bloomington, and strip, seal, and repaint the exterior of the building at 221 N. Rogers St, Bloomington. Project funds can be used to remove and replace any item related to the fire sprinkler system at 645 S. Rogers St, and exterior items and the supporting components as needed to strip, seal, and repaint at 221 N. Rogers St. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **June 1, 2024**, unless mutually agreed to by all parties.

**B. National Objectives**

All activities funded with CDBG funds must meet the criteria for one of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

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

Benefit to Low/Moderate Income Housing (LMH)  
24 CFR 570.208(a)(3)

Income Eligibility:

**C. Performance Monitoring**

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

**II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **June 1, 2024** unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Eighty Three Thousand Seven Hundred Eighty Two Dollars and Ten Cents (**\$183,782.10**). 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>Suzanne Koesel, Executive Director  Centerstone of Indiana, Inc  645 S. Rogers St  Bloomington, IN 47403  Contact Name: Rene LLewellyn  Email: rene.llwewllyn@centerstone.org  Tel: (812) 337-2361</p>
--	--

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.

**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; and,
  - i. Submit performance measurements as required by HUD.
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.



- The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
  - b. "Program Year to Date Reporting Form" at project completion (if applicable);
  - c. Final status;
  - d. Beneficiary information (if applicable);
  - e. Certified payrolls (if applicable);
  - f. Section 3 Report (if applicable);
  - g. MBE/WBE Report (if applicable).
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If

the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

**C. Reporting and Payment Procedures**

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

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

**If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

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

**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.

3. Living Wage Ordinance. Subrecipient is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is 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 the covered employer's contribution to health insurance available to the covered employee.

Subrecipient shall execute the Living Wage Ordinance Affidavit, attached as Exhibit \_\_\_\_; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

## **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.

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

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; 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.

## **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>.

## **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**
- H. Exhibit H: Living Wage Affidavit**

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

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

**CENTERSTONE OF INDIANA, INC:**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Cindy Kinnarney, President

Suzanne Koesel, Executive Director

By:

By:

---

Deborah Myerson, Secretary

---

Terry Davidson, Board Chairperson