

FUNDING AGREEMENT
CITY OF BLOOMINGTON - JACK HOPKINS
SOCIAL SERVICES PROGRAM

«Organization»

This Agreement entered into in June 2023 by and between the City of Bloomington, Indiana hereinafter referred to as the "City," and «Organization», hereinafter referred to as the "Agency," provides for the following:

- Whereas, the Jack Hopkins Social Services Committee (Committee) reviewed Agency applications, heard their presentations, considered additional information provided by agencies in response to Committee questions, and made funding recommendations to the Common Council;
- Whereas, the Common Council adopted Resolution 23-xx, which provided funding to this Agency in the amount and for the purposes set forth in Sections I and III of this Agreement;
- Whereas, the resolution also delegated the duty of interpreting the Funding Agreement for the City to the Chair of the Committee; and
- Whereas, in interpreting the Agreement, the Chair may consider the purposes of the program, the application and comments by Agency representatives, and statements made by decision-makers during deliberations.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. USE OF FUNDS

These funds are intended to serve vulnerable City residents. Agency agrees to use Agreement funds as follows:

«Project_Description__»

II. TIME OF PERFORMANCE

The last claim for expenses under this Agreement must be submitted to the City of Bloomington Housing and Neighborhood Development (HAND) no later than December 08, 2023. Requests for extensions must be submitted in writing to HAND's Director no later than November 17, 2023. If an extension is approved, the Director will provide a confirmation letter granting the extension for claim submission. The Director may extend the deadline no later than March 15, 2024.

III. PAYMENT PROCEDURES

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed

\$«Received__»

Claims for the payment of eligible expenses shall be made against the items specified in Section I, Use of Funds.

The Agency will submit to the City a claim voucher pursuant to City's claim procedures and deadlines for the expenditures corresponding to the agreed upon use of funds outlined above. Along with the claim voucher, the Agency will submit documentation satisfactory to the City, at the City's sole discretion, showing the Agency's expenditures.

IV. ADMINISTRATIVE REQUIREMENTS

A. Accounting Procedures

The Agency agrees to use generally accepted accounting procedures and to provide for:

- (1) Accurate, current, and complete disclosure of the financial component of its activities;
- (2) Records which identify adequately the source and application of funds for City supported activities;
- (3) Effective control over and accountability for all funds, property, and other assets;
- (4) Adequate safeguarding of all such assets and assurance that they are used solely for authorized purposes;
- (5) The City to conduct monitoring activities as it deems reasonably necessary to insure compliance with this Agreement; and
- (6) Return of the funds received under this Agreement that the City determines were not expended in compliance with its terms.

B. Access to Records

The Agency agrees that it will give the City, through any authorized representative, access to, and the right to examine, all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

C. Retention of Records

The Agency agrees that it will retain financial records, supporting documents, statistical records, and all other records pertinent to the funding provided to the Agency for a period of three years from the termination of this Agreement pursuant to Section VII or VIII.

D. Reporting Requirement

The Agency agrees to provide a report to HAND with the Agency's last claim submission describing the use of Jack Hopkins Social Services funds. The report should be submitted in Word format and not exceed 500 words. The report should include, but not be limited to:

1. Amount of the agency's grant award
2. General description of the project
3. Results of the project as measured by the project's outcome indicators
4. Population served by the program
5. Community benefits of the project
6. Digital photograph(s) depicting the Jack Hopkins-funded project (if applicable)
7. Copies of any written material for the project giving the Jack Hopkins Social Services Funding Committee credit as required by V(G) below.

Agencies are asked to report the results of their projects clearly, concisely and honestly and to include both successes and challenges. The report shall be submitted no later than December 8, 2023 unless the Agency was granted an extension by the HAND Director, pursuant to Section II of this agreement.

Agencies who receive **operational funding** under this Agreement shall submit an additional report providing an update on the project's outcome indicators, as outlined in the agency's application for funding, due March 15, 2024. Operational expenses are those that are recurring and include outlays for personnel, rent, utilities, maintenance, supplies, client services, and other like ongoing budget items.

VI. GENERAL CONDITIONS

A. General Compliance

Agency agrees to comply with all applicable federal, State, and local laws, regulations, and policies governing the funds provided under this contract.

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 Agency shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. None of the benefits provided by an employer to an employee, including but not limited to minimum wage and overtime compensation, workers' compensation insurance and unemployment insurance, shall be available from or through the City to the Agency.

C. Hold Harmless

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

D. Nondiscrimination (for agencies receiving grants in excess of \$10,000)

Agencies receiving grants in excess of Ten Thousand Dollars (\$10,000) shall be subject to Section 2.21.000 et seq. of the Bloomington Municipal Code. Unless specific exemptions apply, the Agency will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, disability, sexual orientation or gender identity. The Agency 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 Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

E. Living Wage Requirements

(1) This agreement is subject to the City of Bloomington Living Wage Ordinance, Chapter 2.28 of the Bloomington Municipal Code and any implementing regulations. The Living Wage Ordinance requires among other things, that unless specific exemptions apply, all beneficiaries of City subsidies, as defined, shall provide payment of a minimum level of compensation to employees which may include the cost of health benefits. Such rate shall be adjusted annually pursuant to the terms of the Bloomington Living Wage Ordinance.

(2) Under the provisions of the Bloomington Living Wage Ordinance, the City shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies as set forth therein, for violations of the Ordinance.

F. Compliance with IC 22-5-1.7 – E-Verify Program

Agency shall sign a sworn affidavit, attached as Exhibit A, affirming that the Agency has enrolled and is participating in the E-Verify Program and affirming that the Agency does not knowingly employ an unauthorized alien. Agency must provide documentation to the City that Agency has enrolled and is participating in the E-Verify program.

G. Jack Hopkins Social Services Committee Recognition

The Agency agrees to provide a credit line for the City of Bloomington Common Council Jack Hopkins Social Services Committee in all written materials about the program and program activities funded pursuant to this Agreement.

VII. NOTICES

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

City: Cody Toothman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3512 Fax: (812) 349-3582 E-mail: cody.toothman@bloomington.in.gov	Agency: «Director_of_Agency__» «Organization» «Mailing_Address» «City_State_Zip_Code» Tel: «Home_Phone» E-mail: «Agency_Email»
---	--

VIII. TERMINATION OF AGREEMENT

The Agency agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Agency in writing of the termination and the effective date thereof.

It is further agreed that the City may terminate this Agreement in whole or in part if it determines that the Agency has failed to comply with the Agreement or with other conditions imposed by applicable laws, rules and regulations. The City shall promptly notify the Agency in writing of the determination and the reasons for the determination, together with the effective date. The Agency agrees that if the City terminates the Agreement for cause it will refund to the City that portion of the funds that the City determines was not expended in compliance with the Agreement. The Agency shall be responsible for paying any costs incurred by the City to collect the refund, including court costs and reasonable attorneys' fees.

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.

IX. TERM OF AGREEMENT

Unless terminated as provided in Section VII herein, this Agreement shall terminate upon the City's determination that the provisions of this Agreement regarding use of the Agreement funds have been met by the Agency.

CITY OF BLOOMINGTON, INDIANA

«Organization»

By: _____
Susan Sandberg
President, Common Council

By: _____
«Pres_BoD»
President, Board of Directors

Date

Date

By: _____
John Zody, Director
Housing and Neighborhood Development

By: _____
«Director_of_Agency__»
Executive Director

Date

Date

By: _____
John Hamilton, Mayor

Date

APPENDIX A

STATE OF INDIANA
COUNTY OF MONROE

SS:

SWORN AFFIDAVIT

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

1. The undersigned is the _____ of _____
a. (job title) (agency name)
2. The agency named herein that employs the undersigned has been awarded a grant from the City of Bloomington.
3. The undersigned hereby states that the agency named herein has enrolled and is participating in the E-Verify program.
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the agency named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).

Signature

Printed name

[illegible]

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

Printed name

My Commission Expires: _____