CITY OF LAFAYETTE

Board of Public Works and Safety
Lafayette City Hall: Common Council Chambers
Caucus is Tuesday at 8:30AM in Board of Works room

Meeting: September 1, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. August 25, 2020

Documents:

08252020.pdf

NEW BUSINESS

Engineering

a. Permission To Advertise-Brady Lane Drainage Improvements Project

Documents:

Permission to Advertise-Brady Lane Drainage.pdf

Lafayette Housing Authority

a. CDBG Agreement Between The City Of Lafayette And Big Brothers Big Sisters Of Greater Lafayette/Youth Mentoring Program Year 2020

Documents:

Big Brothers, Big Sisters.pdf

b. CDBG Agreement Between The City Of Lafayette And Family Promise Of Greater Lafayette Inc. For Family Emergency Homeless Shelter Program Year 2020

Documents:

Family Promise 2020 Agreement.pdf

c. CDBG Agreement Between The City Of Lafayette And Lafayette Transitional Housing Center, Inc. For The Homeless Services Program Year 2020

Documents:

LTHC 2020 Agreement.pdf

d. CDBG Agreement Between The City Of Lafayette And Lafayette Urban Ministry For An Emergency Homeless Shelter Program Year 2020

Documents:

LUM 2020 Agreement.pdf

e. CDBG Agreement Between The City Of Lafayette And Tippecanoe County Council Of Aging, Inc DBA Meals On Wheels Of Greater Lafayette For The Meals On Wheels Program Year 2020

Documents:

TCCA - MOW 2020 Agreement.pdf

f. CDBG Agreement Between The City Of Lafayette And YWCA Of Greater Lafayette For The Domestic Violence Intervention And Prevention Program Year 2020

Documents:

YWCA 2020- Agreement.pdf

Parks Department

a. Amendment #1-Memorial Island Phase 3 Contract With Alt & Witzig Engineering

Documents:

Amendment 1-Memorial Island Phase 3 with Alt Witzig.pdf

b. Change Order #1-Columbian Park Lagoon Dredging Improvements Project

Documents:

Change Order 1-Merrel Bros.pdf

CLAIMS

A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
August 25, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, August 25, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Cindy Murray, Norm Childress, Amy Moulton and Ron Shriner. Absent: Gary Henriott

Jacque Chosnek, 1st Deputy City Attorney, was also present.

Mrs. Murray called the meeting to order.

The Pledge of Allegiance was given to the flag of our Country.

MINUTES

Mrs. Moulton moved for approval of the minutes from the August 18, 2020 regular meeting. Mr. Childress seconded. Passed.

NEW BUSINESS

Legal Council

Resolution 04-2020 A Resolution of the Board of Public Works and Safety of the City of Lafayette, Indiana, Recommending the Participation of Said City in the Motor Fuel Budgeting Program of the Indiana Bond Bank, the Execution of the Qualified Entity Reimbursement Agreement in Connection Therewith and Other Related Matters

Tim Clary, Controller, presented to the Board and recommended approval of Resolution 04-2020 A Resolution of the Board of Public Works and Safety of the City of Lafayette, Indiana, Recommending the Participation of Said City in the Motor Fuel Budgeting Program of the Indiana Bond Bank, the Execution of the Qualified Entity Reimbursement Agreement in Connection Therewith and Other Related Matters. Mr. Clary stated that participating in the program acts as an insurance policy against the price fluctuations. Mr. Clary explained the process and function of the bond bank along with the changes being made going forward. Discussion ensued. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

CLAIMS

Mr. Clary presented for Board approval, Claims in the amount of $2,011,980.48. Mr. Childress asked a question on Page 11 regarding the invoice for C.M. Buck & Associates for the Pit Cover for Long Center (partial insurance). Mr. Clary stated that the invoice is for the total cost of the repair but insurance will be reimbursing the City back almost $66,000.00 of the total cost of $79,499.00. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

MISCELLANOUS

Special Event Request- Greater Lafayette Commerce Marketing Coalition Filming Production

Michelle Brantley, Greater Lafayette Commerce Event Representative, presented to the Board and recommended approval of a Special Event Request for the Greater Lafayette Commerce Marketing Coalition Filming Production

to be held the week of August 24-29, 2020 located on the John T. Myers Bridge, near the Lafayette Theater and various areas around Downtown Lafayette. Mr. Childress asked if the Good Neighbor Letter has been sent out. Mrs. Brantley stated that she is not 100% sure and will check on that. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Time: 9:11 a.m.

BOARD OF PUBLIC WORKS AND SAFETY
Cindy Murray s/s
President Pro-Tem

ATTEST: Mindy Miller s/s
Mindy Miller, 1st Deputy Clerk

Minutes written by Mindy Miller, 1st Deputy Clerk
*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at http://www.lafayette.in.gov/agendacenter.
**A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

NOTICE TO BIDDERS

Sealed proposals for City of Lafayette **Brady Lane Drainage Improvements Project** (including all labor, materials and equipment) will be received by the City of Lafayette, Indiana, at the office of the City Clerk, City Hall, 20 North Sixth Street, Lafayette, Indiana, 47901, until 9:00 A.M. (EST), on **September 22, 2020**. Bids will be publicly opened and read aloud at that time. Any bids received later than the above time will be returned to the Bidder unopened. No oral, telephoned, or emailed bids, or changes to bids will be considered.

The general description of work for which proposals are to be received consists of:

Installation of storm inlet and pipe on the south side of Brady Lane – including coring of existing manhole at the Brady Lane directional centerline, just west of Concord Drive; installation of new combined curb and gutter and residential driveway approaches; milling and resurfacing of the project area; and any other miscellaneous work pertaining to the project work area, as included in the Construction Documents.

All work shall be in accordance with the Contract Documents, including the referenced Specifications and Construction Drawings.

Bids shall be properly and completely executed on Form No. 96 (Revised 2013, as prescribed by the Indiana State Board of Accounts), accompanied by the Project Bid Proposal Form. Bidder's financial statement required therein shall reflect conditions not more than four (4) months prior to date of bids. Bids shall be accompanied by an acceptable Cashier's Check or satisfactory bond by an incorporated surety company in good standing and qualified to do business in the State of Indiana, in an amount of Five Thousand Dollars ($5,000.00). The deposit is for the purpose of insuring the execution of the contract for which said bid is made.

Bidder's Federal I.D. number must be shown on Page 1 of Form 96 under the "Oath and Affirmation" section.

As required by Federal Law, wage rates on this project shall not be less than the prescribed scale of wages as determined in accordance with the current Federal Wage Decision with modifications included in the bid.

The Contractor(s) to whom the work is awarded will be required to furnish a Performance Bond and a Labor & Materials Payment Bond, acceptable by the Board of Public Works and Safety of the City of Lafayette, Indiana, in the amount of **one hundred (100) percent of the contract price**.

All bids must be delivered to the office of the City Clerk, 20 North 6th Street, Lafayette, Indiana 47901. All bid prices shall be firm for the duration of the Contract.

No Bidder may withdraw his proposal within a period of sixty (60) days following the date set for receiving bids. The City of Lafayette, Indiana, reserves the right to retain any and all bids for a period of not more than sixty (60) days and said bids shall be and remain valid and in full force and effect during said time. The City of Lafayette, Indiana, further reserves the right to waive informalities and to award the contract to any Bidder or Bidders, all to the advantage of the City of Lafayette, Indiana, or to reject all bids.

Specifications for the work are on file for viewing at the office of the City Clerk, 20 North 6th Street, Lafayette, Indiana, 47901 and with VS Engineering. In order to be considered a potential bidder for the project, electronic Bid Documents must be obtained from VS Engineering for no fee. Contact Caleb Butler with VS Engineering, Inc. (cbutler@vsengineering.com) to obtain the bidding documents and be placed on the plan holder and receive addenda for the project.

CITY OF LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

_____
Gary Henriott, President

_____
Norm Childress, Member

_____
Cindy Murray, Member

_____
Ron Shriner, Member

_____
Amy Moulton, Member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date:_____

PUBLISH: **September 4, 2020**
September 11, 2020

August 25, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Recommendation for Award of CDBG Agreement with Bib Brothers Big Sisters of Greater Lafayette

Dear Board Members,

The Common Council of the City of Lafayette in Resolution 2020-11, adopted May 4th, did approve a 2020 Action Plan for the Community Development Block Grant Program (CDBG). Big Brothers Big Sisters of Greater Lafayette was allocated CDBG funds for their Youth Mentoring Program. This program pairs at-risk children ("Littles") with screened volunteer mentors ("Bigs") and monitors and supports these one-to-one mentoring matches in building positive, enduring relationships.

The PY 2020 grant amount is $12,000.00

Jacque Chosnek has reviewed and approved this agreement.

Please feel free to contact me at (765) 771-1310, or swells@lha.lafayette.in.gov, with any questions. Thank you very much.

Respectfully,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND BIG BROTHERS BIG SISTERS OF GREATER LAFAYETTE FOR A YOUTH MENTORING PROGRAM PROGRAM YEAR 2020

This Agreement is entered into effective this _____ day of _____ 2020, by and between the City of Lafayette, Indiana ("the City"), an Entitlement City under the Community Development Block Grant Program, and Big Brothers Big Sisters of Greater Lafayette, Inc. ("the Grantee"), an Indiana not-for-profit-corporation.

Whereas, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements; and

Whereas, the City of Lafayette has prepared a one-year action plan that identifies community needs and strategies; and

Whereas, the Common Council of the City of Lafayette in Resolution 2020-11, adopted on May 4, 2020, did approve a 2020 City of Lafayette CDBG program; and

Whereas, the Grantee is an organization qualified to receive CDBG funding; and

Whereas, the Grantee desires to participate in the program by providing a Youth Mentoring Program in Lafayette, Indiana; and

Whereas, the Grantee has submitted a 2020 Agency Request for Funds Form requesting a Grant in the amount of $12,000 for a Youth Mentoring Program; and

Whereas, the City has approved a grant up to $12,000 to allow the Grantee to undertake activities described in Exhibit A; and

Whereas, pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the City and Lafayette Housing Authority ("LHA"), LHA will serve as grant administrator for the Program;

NOW, THEREFORE, the City and Grantee do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The City agrees to grant up to Twelve Thousand Dollars ($12,000) to the Grantee to administer a CDBG Social Services program which will provide youth mentoring for at-risk youth in Lafayette, Indiana, as described in the Grantee's project narrative, which is attached as Exhibit A and incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of materials facts and that all information contained, and assurances and certifications made in the 2020 Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms of this Agreement. A description of the tasks to be

performed under this Agreement and an estimated budget as described in the Grantee's 2020 Agency Request for Funds Form is included on Exhibit A.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Grantee certifies that the activities carried out under this Agreement will benefit low- and moderate-income persons by providing a Youth Mentoring Program for at-risk youth in Lafayette.

C. Eligible uses of said funds are limited to activities and tasks to be performed for providing a Youth Mentoring Program. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Grantee must notify LHA of any changes in the budget. Budget changes that exceed 5% of total project cost will require approval from LHA.

D. Levels of Accomplishment

The services described in Exhibit A shall be delivered at a level which is reasonably comparable to the service level projected on the 2020 Agency Request for Funds form. If the level of services is estimated to be appreciably different from that noted on the 2020 Agency Request for Funds form, the difference shall be justified to the satisfaction of LHA.

II. DISBURSEMENT OF FUNDS

A. Payment

The City agrees, upon submission of completed Beneficiary and Invoice Form and proof of eligible expenses by Grantee, to disburse Program funds to Grantee up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the reimbursement of eligible costs, and shall be used only for the completion of activities approved by LHA. The final Beneficiary Report and Invoice must be submitted for payment on or before July 15, 2021. The proportion of total CDBG funds to total program funds shall not exceed the proportion of services provided to low- and moderate-income Lafayette clients to total program clients. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the City from HUD.

III. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of July, 2020 and end on the 30th day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Grantee remains in control of CDBG funds or other assets including program income.

IV. PROGRAM INCOME

The Agency shall report annually all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Agency shall comply with the requirements set forth in 24 CFR 570.504. All income generated by the proceeds of this program will be paid to the City.

V. ADMINISTRATIVE REQUIREMENTS

The Grantee shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al. 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 Grantee shall administer its program in conformance with 2 CFR Chapter I, Chapter II, Part 200, et. al. as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, including 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at http://www.ecfr.gov/. This document is also available by request from LHA.

C. Documentation and Record-Keeping

The Grantee shall ensure that sufficient records are maintained to enable the City and LHA to determine whether the terms of this Agreement and the requirements of 24 CFR 570.506 have been met.

1. Records to be Maintained

The Grantee shall maintain all records required by Federal regulations specified in 24 CFR 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 documenting compliance with the equal opportunity components of the CDBG program
e. Financial records as required by 24 CFR 570.502, and 2 CFR Chapter I, Chapter II, Part 200, et. al.; and
f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention of Records

The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years after receipt of final payment under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the

actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Grantee 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 City's, LHA's or Grantee'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. Close-outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including Program Income.

D. Reporting

The Agency shall submit regular progress reports to LHA in the form, content, and frequency as required by LHA. Such reports must include:

- an annual audit or financial review, as applicable;
- a periodic report of service to clients on an unduplicated basis, including demographic information, submitted with the request for reimbursement on a monthly or quarterly basis

E. Non-expendable Property

1. Inventory. The Grantee shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased under this Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by LHA will constitute non-compliance with this Agreement. If action to correct substandard performance is not taken by the Grantee within a reasonable period of time after being notified by LHA, contract suspension or termination procedures will be initiated.

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the City, its designees, or the Federal government, at any time during normal business hours, as often as LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to LHA. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding City of Lafayette CDBG funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend $750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al.. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the City no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the City.

H. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

VI. OTHER STATE AND FEDERAL REQUIREMENTS

A. Civil Rights, Nondiscrimination, Equal Opportunity, and Other Federal Requirements

The Grantee shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Grantee will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which

prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;

4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
    c. The contractor agrees to include this Sections 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.
    d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

B. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and
2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to LHA.

CDBG projects that are publicized in the local electronic and print media will include specific mention of the desire of the City and its CDBG recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

C. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the City or any Federal agency.

D. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the City, or its designees or agents, member of the governing body of the City or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 570.611(d). The Grantee agrees that it will incorporate into every written contract the following provisions:

> INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the CDBG Program, and no one with whom they have family of business ties, has any financial benefit, direct or indirect, in this Contract.

F. Lobbying Certification

The Grantee certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee 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.

2. 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, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Grantee shall require that the language of this certification 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.

4. 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 which is imposed by Section 1352, Title 31, U.S.C. 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 failure.

G. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 570.200(j), that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

H. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

I. Workers' Compensation

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

J. "Section 3" Clause

1. Applicability

All Grantees who receive a combined total of more than $200,000 in federal funding must fulfill Section 3 obligations. Additionally, if a Grantee receives more than $200,000 in federal funding, all business with which the recipient contracts (called "contractors") must fulfill the same obligations if the contract is for more than $100,000. And all the businesses with which those contractors' contract (called "subcontractors") must fulfill the same obligations if their contract if for more than $100,000.

2. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assignees, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low- income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide

economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with any public construction project are given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

The Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

L. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Grantee hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

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

FFATA reporting requirements will apply to any CDBG Agreement in the amount of $30,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

1. Data Universal Numbering System (DUNS) number

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

2. System for Award Management (SAM)

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

3. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM <u>if</u> the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal

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

VII. GENERAL CONDITIONS

A. Applicability

The requirements of this section apply to all CDBG funded projects.

B. General Compliance

The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the CDBG program at 24 CFR 570 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the City under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

C. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

D. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

E. Claims Against City and LHA

The Grantee agrees to defend, indemnify and save harmless the City and LHA from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the City, its officers, agents or employees.

F. Terms of Default

If Grantee materially fails to comply with any terms of this Agreement, including but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect

Said action(s) shall be considered default by the Grantee. Upon default by the Grantee, the City or LHA as its designee shall give the Grantee 10 day's written notice to cure any default. A default under this Agreement, in the discretion of the City or LHA as its designee, may be considered a default of any other Agreement between the Grantee and City for any CDBG Funds program. The failure to cure any default within 10 days may result in the City taking enforcement action as described in Section VIII Paragraph G.

G. Enforcement

Upon the failure of the Grantee to cure any default, the City may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between City and Grantee concerning CDBG Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other CDBG Fund program funded to Grantee by the City;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Grantee by the City;
5. Take other remedies that may be legally available or provided for in 2 CFR Chapter I, Chapter II, Part 200, et. al., including repayment of all funds provided to Grantee by the City.

In addition to the enforcement actions listed above, LHA or the City shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the City in enforcing this Agreement.

H. Suspension or Termination

Upon suspension or termination under Section VII Paragraph G, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al. are met.

I. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al..

J. Representations and Warranties

The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds form is true and correct and that it contains no misrepresentations, falsification, intentional omissions, or concealment of material facts.

K. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

L. Entire Agreement and Invalidation.

The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

M. Amendment

The City or the Grantee 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 City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release LHA, the City or Grantee from its obligations under this Agreement. The City, at its discretion, may amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

N. Conditional Approval

This Agreement is conditional upon the release and receipt of HUD funding.

O. Authority to Execute

The Grantee certifies that its governing body has duly adopted or passed as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

P. Publicity and Promotion

The City, LHA and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The City, LHA and/or Grantee may host public relations events for the activity to increase community awareness of the program and the activity.

Q. Grantor Recognition

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

R. Reversion of Assets

The Grantee shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG monies under this Agreement upon the time of expiration, cancellation or termination of this Agreement.

S. Insurance & Bonding

The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al., Bonding and Insurance.

T. “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 Grantee shall at all times

remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

U. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

V. Waiver

The City or LHA's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City or LHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Assignment and Transfer.

The Grantee shall not assign or transfer any interest in this Agreement without prior written consent from the City.

X. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

<u>Grantee</u>
Chad Krockover
Big Brothers Big Sisters of Greater Lafayette
2000 Elmwood Ave., Suite J
Lafayette, IN 47904
765-446-2227
chad@bbbslaf.org

<u>City</u>
City of Lafayette
Attn: City Attorney
20 N 6th Street
Lafayette, IN 47901

Michelle Reynolds, Executive Director
Lafayette Housing Authority
2601 Greenbush Street
Lafayette, IN 47904
765-771-1300
mreynolds@lha.lafayette.in.gov

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

BIG BROTHERS BIG SISTERS OF GREATER LAFAYETTE, INC.

By:_____

Title:_____

Date:_____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

EXHIBIT A

BIG BROTHERS BIG SISTERS OF GREATER LAFAYETTE
YOUTH MENTORING PROGRAM
PROGRAM YEAR 2020

Amount of Award: $12,000.00
Agency DUNS number: 00-338-0160
Agency Tax ID: 35-1157567

Project/Program Description

Big Brothers Big Sisters, the nation's largest donor and volunteer supported mentoring network, holds itself accountable for children in its program to achieve measurable outcomes, including educational success; avoidance of risky behaviors; and higher aspirations, greater confidence and better relationships. Partnering with parents/guardians, schools, corporations and others in the community, Big Brothers Big Sisters carefully pairs children ("Littles") with screened volunteer mentors ("Bigs") and monitors and supports these one-to-one mentoring matches in building safe, enduring relationships.

Funding is requested to create eight matches for one year. These matches help at-risk youth in Tippecanoe County succeed by pairing them with fully screened positive role models. Funding will be used to recruit, screen, train, and match 8 volunteers with 8 at-risk children facing adversity.

The grant is for operating expenses for an ongoing social services program.

Targeted Goals & Performance Measures

1. Over 12 months, 8 new volunteer Bigs will be recruited, screened, and trained to become mentors with 90% of volunteers being matched within 3 months of having submitted an application.
2. Over 12 months, 8 at-risk Littles will be enrolled into our programs with 90% being matched with a mentor within 8 months of enrollment.
3. Over 12 months, 18 matches of Bigs and Littles will be created and supported by professional case management staff with 90% of Littles demonstrating maintenance or improvement in seven key developmental areas child development experts say really matter (Support, Empowerment, Boundaries and Expectations, Commitment to Learning, Positive Values, Social Competence, and Positive Identity).

Estimated Budget

Budget Category	**CDBG Amount**
Staff Salary/Wages	$12,000
Total:	**$12,000**

Timetable

All costs must be incurred between July 1, 2020 and June 30, 2021. Final costs must be invoiced to LHA no later than the July 15, 2021 to receive full reimbursement.

Activity Service Area

Funds for this activity can be utilized only for persons residing within the corporate boundaries of the City of Lafayette.

Prior Approval
To expend funds for cost categories or types of activities not listed above will require prior written approval from LHA.

Financial and Administrative Reports
The Grantee shall utilize quarterly report forms and submit claims no less than quarterly. The Grantee understands that:

1. Claims for reimbursement will not be paid to the Grantee unless all quarterly reports have been filed with LHA;
2. Claims for reimbursement will not be paid to the Grantee if the Grantee has any open monitoring or audit findings or concerns;
3. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met.

The City, or LHA as its designee, reserves the right to refuse any claims not properly supported with adequate and proper documentation of claims or activity progress.

August 25, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Recommendation for Award of CDBG Agreement with Family Promise

Dear Board Members,

The Common Council of the City of Lafayette in Resolution 2020-11, adopted May 4th, did approve a 2020 Action Plan for the Community Development Block Grant Program (CDBG). Family Promise was allocated CDBG funds for their Family Emergency Homeless Shelter. This agency provides shelter, food, transportation, and case management services to families that are experiencing homelessness.

The PY 2020 grant amount is $12,678.00

Jacque Chosnek has reviewed and approved this agreement.

Please feel free to contact me at (765) 771-1310, or swells@lha.lafayette.in.gov, with any questions. Thank you very much.

Respectfully,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND FAMILY PROMISE OF GREATER LAFAYETTE, INC. FOR A FAMILY EMERGENCY HOMELESS SHELTER PROGRAM YEAR 2020

This Agreement is entered into effective this _____ day of _____ 2020, by and between the City of Lafayette, Indiana ("the City"), an Entitlement City under the Community Development Block Grant Program, and Family Promise of Greater Lafayette, Inc. ("the Grantee"), an Indiana not-for-profit-corporation.

Whereas, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements; and

Whereas, the City of Lafayette has prepared a one-year action plan that identifies community needs and strategies; and

Whereas, the Common Council of the City of Lafayette in Resolution 2020-11, adopted on May 4, 2020, did approve a 2020 City of Lafayette CDBG program; and

Whereas, the Grantee is an organization qualified to receive CDBG funding; and

Whereas, the Grantee desires to participate in the program by providing a Family Emergency Homeless Shelter in Lafayette, Indiana; and

Whereas, the Grantee has submitted a 2020 Agency Request for Funds Form requesting a Grant in the amount of $20,000 for a Family Emergency Homeless Shelter; and

Whereas, the City has approved a grant up to $12,678 to allow the Grantee to undertake activities described in Exhibit A; and

Whereas, pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the City and Lafayette Housing Authority ("LHA"), LHA will serve as grant administrator for the Program;

NOW, THEREFORE, the City and Grantee do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The City agrees to grant up to Twelve Thousand Six Hundred Seventy Eight Dollars ($12,678.00) to the Grantee to administer a CDBG Social Services program which will provide shelter and support to homeless families in Lafayette, Indiana, as described in the Grantee's project narrative, which is attached as Exhibit A and incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of materials facts and that all information contained, and assurances and certifications made in the 2020

Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms of this Agreement. A description of the tasks to be performed under this Agreement and an estimated budget as described in the Grantee's 2020 Agency Request for Funds Form is included on Exhibit A.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Grantee certifies that the activities carried out under this Agreement will benefit low- and moderate-income persons by providing a Family Emergency Homeless Shelter in Lafayette.

C. Eligible uses of said funds are limited to activities and tasks to be performed for providing a Family Emergency Homeless Shelter. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Grantee must notify LHA of any changes in the budget. Budget changes that exceed 5% of total project cost will require approval from LHA.

D. Levels of Accomplishment

The services described in Exhibit A shall be delivered at a level which is reasonably comparable to the service level projected on the 2020 Agency Request for Funds form. If the level of services is estimated to be appreciably different from that noted on the 2020 Agency Request for Funds form, the difference shall be justified to the satisfaction of LHA.

II. DISBURSEMENT OF FUNDS

A. Payment

The City agrees, upon submission of completed Beneficiary and Invoice Form and proof of eligible expenses by Grantee, to disburse Program funds to Grantee up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the reimbursement of eligible costs, and shall be used only for the completion of activities approved by LHA. The final Beneficiary Report and Invoice must be submitted for payment on or before July 15, 2021. The proportion of total CDBG funds to total program funds shall not exceed the proportion of services provided to low- and moderate-income Lafayette clients to total program clients. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the City from HUD.

III. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of July, 2020 and end on the 30th day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Grantee remains in control of CDBG funds or other assets including program income.

IV. PROGRAM INCOME

The Agency shall report annually all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Agency shall comply with the requirements set forth in 24 CFR 570.504. All income generated by the proceeds of this program will be paid to the City.

V. ADMINISTRATIVE REQUIREMENTS

The Grantee shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al. 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 Grantee shall administer its program in conformance with 2 CFR Chapter I, Chapter II, Part 200, et. al. as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, including 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at http://www.ecfr.gov/. This document is also available by request from LHA.

C. Documentation and Record-Keeping

The Grantee shall ensure that sufficient records are maintained to enable the City and LHA to determine whether the terms of this Agreement and the requirements of 24 CFR 570.506 have been met.

1. Records to be Maintained

The Grantee shall maintain all records required by Federal regulations specified in 24 CFR 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 documenting compliance with the equal opportunity components of the CDBG program
e. Financial records as required by 24 CFR 570.502, and 2 CFR Chapter I, Chapter II, Part 200, et. al.; and
f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention of Records

The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years after receipt of final payment under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the

actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Grantee 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 City's, LHA's or Grantee'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. Close-outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including Program Income.

D. Reporting

The Agency shall submit regular progress reports to LHA in the form, content, and frequency as required by LHA. Such reports must include:

- an annual audit or financial review, as applicable;
- a periodic report of service to clients on an unduplicated basis, including demographic information, submitted with the request for reimbursement on a monthly or quarterly basis

E. Non-expendable Property

1. Inventory. The Grantee shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased under this Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by LHA will constitute non-compliance with this Agreement. If action to correct substandard performance is not taken by the Grantee within a reasonable period of time after being notified by LHA, contract suspension or termination procedures will be initiated.

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the City, its designees, or the Federal government, at any time during normal business hours, as often as LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to LHA. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding City of Lafayette CDBG funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend $750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al.. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the City no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the City.

H. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

VI. OTHER STATE AND FEDERAL REQUIREMENTS

A. Civil Rights, Nondiscrimination, Equal Opportunity, and Other Federal Requirements

The Grantee shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Grantee will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which

prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;

4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
    c. The contractor agrees to include this Sections 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.
    d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

B. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and
2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to LHA.

CDBG projects that are publicized in the local electronic and print media will include specific mention of the desire of the City and its CDBG recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

C. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the City or any Federal agency.

D. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the City, or its designees or agents, member of the governing body of the City or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 570.611(d). The Grantee agrees that it will incorporate into every written contract the following provisions:

> INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the CDBG Program, and no one with whom they have family of business ties, has any financial benefit, direct or indirect, in this Contract.

F. Lobbying Certification

The Grantee certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee 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.

2. 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, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Grantee shall require that the language of this certification 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.

4. 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 which is imposed by Section 1352, Title 31, U.S.C. 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 failure.

G. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 570.200(j), that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

H. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

I. Workers' Compensation

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

J. "Section 3" Clause

1. Applicability

All Grantees who receive a combined total of more than $200,000 in federal funding must fulfill Section 3 obligations. Additionally, if a Grantee receives more than $200,000 in federal funding, all business with which the recipient contracts (called "contractors") must fulfill the same obligations if the contract is for more than $100,000. And all the businesses with which those contractors' contract (called "subcontractors") must fulfill the same obligations if their contract if for more than $100,000.

2. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assignees, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low- income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide

economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with any public construction project are given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

The Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

L. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Grantee hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

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

FFATA reporting requirements will apply to any CDBG Agreement in the amount of $30,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

1. Data Universal Numbering System (DUNS) number

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

2. System for Award Management (SAM)

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

3. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM <u>if</u> the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal

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

VII. GENERAL CONDITIONS

A. Applicability

The requirements of this section apply to all CDBG funded projects.

B. General Compliance

The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the CDBG program at 24 CFR 570 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the City under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

C. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

D. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

E. Claims Against City and LHA

The Grantee agrees to defend, indemnify and save harmless the City and LHA from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the City, its officers, agents or employees.

F. Terms of Default

If Grantee materially fails to comply with any terms of this Agreement, including but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect

Said action(s) shall be considered default by the Grantee. Upon default by the Grantee, the City or LHA as its designee shall give the Grantee 10 day's written notice to cure any default. A default under this Agreement, in the discretion of the City or LHA as its designee, may be considered a default of any other Agreement between the Grantee and City for any CDBG Funds program. The failure to cure any default within 10 days may result in the City taking enforcement action as described in Section VIII Paragraph G.

G. Enforcement

Upon the failure of the Grantee to cure any default, the City may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between City and Grantee concerning CDBG Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other CDBG Fund program funded to Grantee by the City;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Grantee by the City;
5. Take other remedies that may be legally available or provided for in 2 CFR Chapter I, Chapter II, Part 200, et. al., including repayment of all funds provided to Grantee by the City.

In addition to the enforcement actions listed above, LHA or the City shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the City in enforcing this Agreement.

H. Suspension or Termination

Upon suspension or termination under Section VII Paragraph G, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al. are met.

I. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al..

J. Representations and Warranties

The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds form is true and correct and that it contains no misrepresentations, falsification, intentional omissions, or concealment of material facts.

K. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

L. Entire Agreement and Invalidation.
The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

M. Amendment
The City or the Grantee 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 City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release LHA, the City or Grantee from its obligations under this Agreement. The City, at its discretion, may amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

N. Conditional Approval
This Agreement is conditional upon the release and receipt of HUD funding.

O. Authority to Execute
The Grantee certifies that its governing body has duly adopted or passed as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

P. Publicity and Promotion
The City, LHA and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The City, LHA and/or Grantee may host public relations events for the activity to increase community awareness of the program and the activity.

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

R. Reversion of Assets
The Grantee shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG monies under this Agreement upon the time of expiration, cancellation or termination of this Agreement.

S. Insurance & Bonding
The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al., Bonding and Insurance.

T. "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 Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

U. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

V. Waiver

The City or LHA's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City or LHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Assignment and Transfer.

The Grantee shall not assign or transfer any interest in this Agreement without prior written consent from the City.

X. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

<u>Grantee</u>
Nakeshia Hedrick, Executive Director
Family Promise of Greater Lafayette, Inc.
2010 Elmwood Ave.
Lafayette, IN 47904
765-838-3651
fpgldirector@yahoo.com

<u>City</u>
City of Lafayette
Attn: City Attorney
20 N 6th Street
Lafayette, IN 47901

Michelle Reynolds, Executive Director
Lafayette Housing Authority
2601 Greenbush Street
Lafayette, IN 47904
765-771-1300
mreynolds@lha.lafayette.in.gov

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

FAMILY PROMISE OF GREATER LAFAYETTE, INC.

By:_____

Title:_____

Date:_____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

EXHIBIT A

FAMILY PROMISE
FAMILY EMERGENCY HOMELESS SHELTER
PROGRAM YEAR 2020

Amount of Award: $12,678.00
Agency DUNS number: 10736434
Agency Tax ID: 26-0827155

Project/Program Description
Family Promise of Greater Lafayette, Inc. (FPGL) is dedicated to keeping families experiencing a homelessness crisis together as a unit in the hopes of helping them achieve sustainable independence. FPGL provides shelter, food, transportation, and case management services to families in shelter.

The grant is for operating expenses for an ongoing social services program.

Targeted Goals & Performance Measures

1. 50% of the households served will achieve permanent housing solutions within 60 days of admission.
2. 100% of the households served will be screened for eligibility of public benefits within the first 5 days of being in the shelter.
3. 100% of the households served will participate in at least 1 educational program while living in the shelter.

Estimated Budget

Budget Category	**CDBG Amount**
Case Manager Salary	$12,678
Total:	**$12,678**

Timetable
All costs must be incurred between July 1, 2020 and June 30, 2021. Final costs must be invoiced to LHA no later than the July 15, 2021 to receive full reimbursement.

Activity Service Area
Funds for this activity can be utilized only for persons residing within the corporate boundaries of the City of Lafayette.

Prior Approval
To expend funds for cost categories or types of activities not listed above will require prior written approval from LHA.

Financial and Administrative Reports
The Grantee shall utilize quarterly report forms and submit claims no less than quarterly. The Grantee understands that:

1. Claims for reimbursement will not be paid to the Grantee unless all quarterly reports have been filed with LHA;

2. Claims for reimbursement will not be paid to the Grantee if the Grantee has any open monitoring or audit findings or concerns;
3. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met.

The City, or LHA as its designee, reserves the right to refuse any claims not properly supported with adequate and proper documentation of claims or activity progress.

August 25, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Recommendation for Award of CDBG Agreement with Lafayette Transitional Housing Center

Dear Board Members,

The Common Council of the City of Lafayette in Resolution 2020-11, adopted May 4th, did approve a 2020 Action Plan for the Community Development Block Grant Program (CDBG). Lafayette Transitional Housing Center was allocated CDBG funds for their Homeless Services Program. This program provides supportive services and case management to individuals and families who are experiencing homelessness or who are at-risk of becoming homeless. In addition, this program serves as the Coordinated Entry point to access other homeless services in Tippecanoe County.

The PY 2020 grant amount is $35,000.00

Jacque Chosnek has reviewed and approved this agreement.

Please feel free to contact me at (765) 771-1310, or swells@lha.lafayette.in.gov, with any questions. Thank you very much.

Respectfully,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND LAFAYETTE TRANSITIONAL HOUSING CENTER, INC. FOR THE HOMELESS SERVICES PROGRAM PROGRAM YEAR 2020

This Agreement is entered into effective this _____ day of _____ 2020, by and between the City of Lafayette, Indiana ("the City"), an Entitlement City under the Community Development Block Grant Program, and Lafayette Transitional Housing Center, Inc. ("the Grantee"), an Indiana not-for-profit-corporation.

Whereas, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements; and

Whereas, the City of Lafayette has prepared a one-year action plan that identifies community needs and strategies; and

Whereas, the Common Council of the City of Lafayette in Resolution 2020-11, adopted on May 4, 2020, did approve a 2020 City of Lafayette CDBG program; and

Whereas, the Grantee is an organization qualified to receive CDBG funding; and

Whereas, the Grantee desires to participate in the program by providing the Homeless Services Program in Lafayette, Indiana; and

Whereas, the Grantee has submitted a 2020 Agency Request for Funds Form requesting a Grant in the amount of $35,000 for the Homeless Services Program; and

Whereas, the City has approved a grant up to $35,000 to allow the Grantee to undertake activities described in Exhibit A; and

Whereas, pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the City and Lafayette Housing Authority ("LHA"), LHA will serve as grant administrator for the Program;

NOW, THEREFORE, the City and Grantee do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The City agrees to grant up to Thirty-Five Thousand Dollars ($35,000.00) to the Grantee to administer a CDBG Social Services program which will provide supportive services to homeless persons in Lafayette, Indiana, as described in the Grantee's project narrative, which is attached as Exhibit A and incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of materials facts and that all information contained, and assurances and certifications made in the 2020 Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms of this Agreement. A

description of the tasks to be performed under this Agreement and an estimated budget as described in the Grantee's 2020 Agency Request for Funds Form is included on Exhibit A.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Grantee certifies that the activities carried out under this Agreement will benefit low- and moderate-income persons by providing supportive services to homeless persons in Lafayette.

C. Eligible uses of said funds are limited to activities and tasks to be performed for providing the Homeless Services Program. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Grantee must notify LHA of any changes in the budget. Budget changes that exceed 5% of total project cost will require approval from LHA.

D. Levels of Accomplishment

The services described in Exhibit A shall be delivered at a level which is reasonably comparable to the service level projected on the 2020 Agency Request for Funds form. If the level of services is estimated to be appreciably different from that noted on the 2020 Agency Request for Funds form, the difference shall be justified to the satisfaction of LHA.

II. DISBURSEMENT OF FUNDS

A. Payment

The City agrees, upon submission of completed Beneficiary and Invoice Form and proof of eligible expenses by Grantee, to disburse Program funds to Grantee up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the reimbursement of eligible costs, and shall be used only for the completion of activities approved by LHA. The final Beneficiary Report and Invoice must be submitted for payment on or before July 15, 2021. The proportion of total CDBG funds to total program funds shall not exceed the proportion of services provided to low- and moderate-income Lafayette clients to total program clients. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the City from HUD.

III. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of July, 2020 and end on the 30th day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Grantee remains in control of CDBG funds or other assets including program income.

IV. PROGRAM INCOME

The Agency shall report annually all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Agency shall comply with the requirements set forth in 24 CFR 570.504. All income generated by the proceeds of this program will be paid to the City.

V. ADMINISTRATIVE REQUIREMENTS

The Grantee shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al. 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 Grantee shall administer its program in conformance with 2 CFR Chapter I, Chapter II, Part 200, et. al. as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, including 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at http://www.ecfr.gov/. This document is also available by request from LHA.

C. Documentation and Record-Keeping

The Grantee shall ensure that sufficient records are maintained to enable the City and LHA to determine whether the terms of this Agreement and the requirements of 24 CFR 570.506 have been met.

1. Records to be Maintained

The Grantee shall maintain all records required by Federal regulations specified in 24 CFR 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 documenting compliance with the equal opportunity components of the CDBG program
e. Financial records as required by 24 CFR 570.502, and 2 CFR Chapter I, Chapter II, Part 200, et. al.; and
f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention of Records

The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years after receipt of final payment under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the

actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Grantee 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 City's, LHA's or Grantee'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. Close-outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including Program Income.

D. Reporting

The Agency shall submit regular progress reports to LHA in the form, content, and frequency as required by LHA. Such reports must include:

- an annual audit or financial review, as applicable;
- a periodic report of service to clients on an unduplicated basis, including demographic information, submitted with the request for reimbursement on a monthly or quarterly basis

E. Non-expendable Property

1. Inventory. The Grantee shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased under this Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by LHA will constitute non-compliance with this Agreement. If action to correct substandard performance is not taken by the Grantee within a reasonable period of time after being notified by LHA, contract suspension or termination procedures will be initiated.

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the City, its designees, or the Federal government, at any time during normal business hours, as often as LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to LHA. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding City of Lafayette CDBG funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend $750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al.. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the City no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the City.

H. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

VI. OTHER STATE AND FEDERAL REQUIREMENTS

A. Civil Rights, Nondiscrimination, Equal Opportunity, and Other Federal Requirements

The Grantee shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Grantee will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which

prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;

4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
    c. The contractor agrees to include this Sections 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.
    d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

B. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and
2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to LHA.

CDBG projects that are publicized in the local electronic and print media will include specific mention of the desire of the City and its CDBG recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

C. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the City or any Federal agency.

D. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the City, or its designees or agents, member of the governing body of the City or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 570.611(d). The Grantee agrees that it will incorporate into every written contract the following provisions:

> INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the CDBG Program, and no one with whom they have family of business ties, has any financial benefit, direct or indirect, in this Contract.

F. Lobbying Certification

The Grantee certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee 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.

2. 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, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Grantee shall require that the language of this certification 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.

4. 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 which is imposed by Section 1352, Title 31, U.S.C. 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 failure.

G. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 570.200(j), that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

H. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

I. Workers' Compensation

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

J. "Section 3" Clause

1. Applicability

All Grantees who receive a combined total of more than $200,000 in federal funding must fulfill Section 3 obligations. Additionally, if a Grantee receives more than $200,000 in federal funding, all business with which the recipient contracts (called "contractors") must fulfill the same obligations if the contract is for more than $100,000. And all the businesses with which those contractors' contract (called "subcontractors") must fulfill the same obligations if their contract if for more than $100,000.

2. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assignees, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low- income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide

economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with any public construction project are given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

The Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

L. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Grantee hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

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

FFATA reporting requirements will apply to any CDBG Agreement in the amount of $30,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

1. Data Universal Numbering System (DUNS) number

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

2. System for Award Management (SAM)

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

3. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM <u>if</u> the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal

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

VII. GENERAL CONDITIONS

A. Applicability

The requirements of this section apply to all CDBG funded projects.

B. General Compliance

The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the CDBG program at 24 CFR 570 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the City under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

C. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

D. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

E. Claims Against City and LHA

The Grantee agrees to defend, indemnify and save harmless the City and LHA from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the City, its officers, agents or employees.

F. Terms of Default

If Grantee materially fails to comply with any terms of this Agreement, including but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect

Said action(s) shall be considered default by the Grantee. Upon default by the Grantee, the City or LHA as its designee shall give the Grantee 10 day's written notice to cure any default. A default under this Agreement, in the discretion of the City or LHA as its designee, may be considered a default of any other Agreement between the Grantee and City for any CDBG Funds program. The failure to cure any default within 10 days may result in the City taking enforcement action as described in Section VIII Paragraph G.

G. Enforcement

Upon the failure of the Grantee to cure any default, the City may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between City and Grantee concerning CDBG Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other CDBG Fund program funded to Grantee by the City;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Grantee by the City;
5. Take other remedies that may be legally available or provided for in 2 CFR Chapter I, Chapter II, Part 200, et. al., including repayment of all funds provided to Grantee by the City.

In addition to the enforcement actions listed above, LHA or the City shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the City in enforcing this Agreement.

H. Suspension or Termination

Upon suspension or termination under Section VII Paragraph G, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al. are met.

I. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al..

J. Representations and Warranties

The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds form is true and correct and that it contains no misrepresentations, falsification, intentional omissions, or concealment of material facts.

K. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

L. Entire Agreement and Invalidation.

The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

M. Amendment

The City or the Grantee 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 City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release LHA, the City or Grantee from its obligations under this Agreement. The City, at its discretion, may amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

N. Conditional Approval

This Agreement is conditional upon the release and receipt of HUD funding.

O. Authority to Execute

The Grantee certifies that its governing body has duly adopted or passed as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

P. Publicity and Promotion

The City, LHA and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The City, LHA and/or Grantee may host public relations events for the activity to increase community awareness of the program and the activity.

Q. Grantor Recognition

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

R. Reversion of Assets

The Grantee shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG monies under this Agreement upon the time of expiration, cancellation or termination of this Agreement.

S. Insurance & Bonding

The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al., Bonding and Insurance.

T. “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 Grantee shall at all times

remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

U. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

V. Waiver

The City or LHA's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City or LHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Assignment and Transfer.

The Grantee shall not assign or transfer any interest in this Agreement without prior written consent from the City.

X. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

<u>Grantee</u>
Jennifer Layton, Executive Director
LTHC Homeless Services
815 N. 12th Street, Suite 102
Lafayette, IN 47904
765-423-4880
jlayton@lthc.net

<u>City</u>
City of Lafayette
Attn: City Attorney
20 N 6th Street
Lafayette, IN 47901

Michelle Reynolds, Executive Director
Lafayette Housing Authority
2601 Greenbush Street
Lafayette, IN 47904
765-771-1300
mreynolds@lha.lafayette.in.gov

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

LAFAYETTE TRANSITIONAL HOUSING CENTER, INC.

By:_____

Title:_____

Date:_____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

EXHIBIT A

LAFAYETTE TRANSITIONAL HOUSING CENTER, INC.
HOMELESS SERVICES PROGRAM
PROGRAM YEAR 2020

Amount of Award: $35,000.00
Agency DUNS number: 61-217-5166
Agency Tax ID: 35-1781229

Project/Program Description
LTHC Homeless Services operates the Homeless Services Program which is the single point of entry for anyone who is experiencing homelessness in Tippecanoe County. We offer Coordinated Assessment to anyone who is homeless and needs housing resources. LTHC provides intake, diversion, referrals, and case management to develop individualized housing stability plans for those who are homeless. In January 2020, as a response to a community need, LTHC expanded our hours to 7 days/week, 365 days/year. This program also provides a Daytime Resource Center which includes services for basic needs, including: all meals, showers, laundry, phone, mail, storage, and more.

The grant is for operating expenses for an ongoing homeless services program.

Targeted Goals & Performance Measures

1. 90 percent of the guests utilizing the Homeless Services Program will be assessed through Coordinated Entry for a housing solution within the first three days of entry.
2. 90 percent of homeless guests will utilize on-site supportive services including: meals, showers, laundry, mail, phone, computer, and other critical needs.

Estimated Budget

Budget Category	**CDBG Amount**
Case Managers & Supportive Service Staff Salaries/Wages	$35,000
Total:	**$35,000**

Timetable
All costs must be incurred between July 1, 2020 and June 30, 2021. Final costs must be invoiced to LHA no later than the July 15, 2021 to receive full reimbursement.

Activity Service Area
Funds for this activity can be utilized only for persons residing within the corporate boundaries of the City of Lafayette.

Prior Approval
To expend funds for cost categories or types of activities not listed above will require prior written approval from LHA.

Financial and Administrative Reports
The Grantee shall utilize quarterly report forms and submit claims no less than quarterly. The Grantee understands that:

1. Claims for reimbursement will not be paid to the Grantee unless all quarterly reports have been filed with LHA;
2. Claims for reimbursement will not be paid to the Grantee if the Grantee has any open monitoring or audit findings or concerns;
3. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met.

The City, or LHA as its designee, reserves the right to refuse any claims not properly supported with adequate and proper documentation of claims or activity progress.

August 25, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Recommendation for Award of CDBG Agreement with Lafayette Urban Ministry

Dear Board Members,

The Common Council of the City of Lafayette in Resolution 2020-11, adopted May 4th, did approve a 2020 Action Plan for the Community Development Block Grant Program (CDBG). Lafayette Urban Ministry was allocated CDBG funds for their Emergency Homeless Shelter. This program provides short-term overnight shelter, meals, and showers to homeless individuals.

The PY 2020 grant amount is $14,846.00

Jacque Chosnek has reviewed and approved this agreement.

Please feel free to contact me at (765) 771-1310, or swells@lha.lafayette.in.gov, with any questions. Thank you very much.

Respectfully,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND LAFAYETTE URBAN MINISTRY FOR AN EMERGENCY HOMELESS SHELTER PROGRAM YEAR 2020

This Agreement is entered into effective this _____ day of _____ 2020, by and between the City of Lafayette, Indiana ("the City"), an Entitlement City under the Community Development Block Grant Program, and Lafayette Urban Ministry ("the Grantee"), an Indiana not-for-profit-corporation.

Whereas, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements; and

Whereas, the City of Lafayette has prepared a one-year action plan that identifies community needs and strategies; and

Whereas, the Common Council of the City of Lafayette in Resolution 2020-11, adopted on May 4, 2020, did approve a 2020 City of Lafayette CDBG program; and

Whereas, the Grantee is an organization qualified to receive CDBG funding; and

Whereas, the Grantee desires to participate in the program by providing an Emergency Homeless Shelter in Lafayette, Indiana; and

Whereas, the Grantee has submitted a 2020 Agency Request for Funds Form requesting a Grant in the amount of $20,000 for the Emergency Homeless Shelter; and

Whereas, the City has approved a grant up to $14,846 to allow the Grantee to undertake activities described in Exhibit A; and

Whereas, pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the City and Lafayette Housing Authority ("LHA"), LHA will serve as grant administrator for the Program;

NOW, THEREFORE, the City and Grantee do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The City agrees to grant up to Fourteen Thousand Eight Hundred Forty Six Dollars ($14,846.00) to the Grantee to administer a CDBG Social Services program which will provide emergency shelter to homeless persons in Lafayette, Indiana, as described in the Grantee's project narrative, which is attached as Exhibit A and incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of materials facts and that all information contained, and assurances and certifications made in the 2020 Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms

of this Agreement. A description of the tasks to be performed under this Agreement and an estimated budget as described in the Grantee's 2020 Agency Request for Funds Form is included on Exhibit A.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Grantee certifies that the activities carried out under this Agreement will benefit low- and moderate-income persons by providing an Emergency Homeless Shelter in Lafayette.

C. Eligible uses of said funds are limited to activities and tasks to be performed for providing the Emergency Homeless Shelter. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Grantee must notify LHA of any changes in the budget. Budget changes that exceed 5% of total project cost will require approval from LHA.

D. Levels of Accomplishment

The services described in Exhibit A shall be delivered at a level which is reasonably comparable to the service level projected on the 2020 Agency Request for Funds form. If the level of services is estimated to be appreciably different from that noted on the 2020 Agency Request for Funds form, the difference shall be justified to the satisfaction of LHA.

II. DISBURSEMENT OF FUNDS

A. Payment

The City agrees, upon submission of completed Beneficiary and Invoice Form and proof of eligible expenses by Grantee, to disburse Program funds to Grantee up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the reimbursement of eligible costs, and shall be used only for the completion of activities approved by LHA. The final Beneficiary Report and Invoice must be submitted for payment on or before July 15, 2021. The proportion of total CDBG funds to total program funds shall not exceed the proportion of services provided to low- and moderate-income Lafayette clients to total program clients. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the City from HUD.

III. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of July, 2020 and end on the 30th day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Grantee remains in control of CDBG funds or other assets including program income.

IV. PROGRAM INCOME

The Agency shall report annually all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Agency shall comply with the requirements set forth in 24 CFR 570.504. All income generated by the proceeds of this program will be paid to the City.

V. ADMINISTRATIVE REQUIREMENTS

The Grantee shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al. 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 Grantee shall administer its program in conformance with 2 CFR Chapter I, Chapter II, Part 200, et. al. as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, including 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at http://www.ecfr.gov/. This document is also available by request from LHA.

C. Documentation and Record-Keeping

The Grantee shall ensure that sufficient records are maintained to enable the City and LHA to determine whether the terms of this Agreement and the requirements of 24 CFR 570.506 have been met.

1. Records to be Maintained

The Grantee shall maintain all records required by Federal regulations specified in 24 CFR 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 documenting compliance with the equal opportunity components of the CDBG program
e. Financial records as required by 24 CFR 570.502, and 2 CFR Chapter I, Chapter II, Part 200, et. al.; and
f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention of Records

The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years after receipt of final payment under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the

actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Grantee 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 City's, LHA's or Grantee'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. Close-outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including Program Income.

D. Reporting

The Agency shall submit regular progress reports to LHA in the form, content, and frequency as required by LHA. Such reports must include:

- an annual audit or financial review, as applicable;
- a periodic report of service to clients on an unduplicated basis, including demographic information, submitted with the request for reimbursement on a monthly or quarterly basis

E. Non-expendable Property

1. Inventory. The Grantee shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased under this Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by LHA will constitute non-compliance with this Agreement. If action to correct substandard performance is not taken by the Grantee within a reasonable period of time after being notified by LHA, contract suspension or termination procedures will be initiated.

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the City, its designees, or the Federal government, at any time during normal business hours, as often as LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to LHA. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding City of Lafayette CDBG funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend $750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al.. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the City no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the City.

H. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

VI. OTHER STATE AND FEDERAL REQUIREMENTS

A. Civil Rights, Nondiscrimination, Equal Opportunity, and Other Federal Requirements

The Grantee shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Grantee will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which

prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;

4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
    c. The contractor agrees to include this Sections 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.
    d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

B. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and
2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to LHA.

CDBG projects that are publicized in the local electronic and print media will include specific mention of the desire of the City and its CDBG recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

C. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the City or any Federal agency.

D. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the City, or its designees or agents, member of the governing body of the City or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 570.611(d). The Grantee agrees that it will incorporate into every written contract the following provisions:

> INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the CDBG Program, and no one with whom they have family of business ties, has any financial benefit, direct or indirect, in this Contract.

F. Lobbying Certification

The Grantee certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee 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.

2. 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, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Grantee shall require that the language of this certification 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.

4. 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 which is imposed by Section 1352, Title 31, U.S.C. 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 failure.

G. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 570.200(j), that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

H. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

I. Workers' Compensation

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

J. "Section 3" Clause

1. Applicability

All Grantees who receive a combined total of more than $200,000 in federal funding must fulfill Section 3 obligations. Additionally, if a Grantee receives more than $200,000 in federal funding, all business with which the recipient contracts (called "contractors") must fulfill the same obligations if the contract is for more than $100,000. And all the businesses with which those contractors' contract (called "subcontractors") must fulfill the same obligations if their contract if for more than $100,000.

2. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assignees, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low- income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide

economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with any public construction project are given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

The Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

L. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Grantee hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

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

FFATA reporting requirements will apply to any CDBG Agreement in the amount of $30,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

1. Data Universal Numbering System (DUNS) number

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

2. System for Award Management (SAM)

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

3. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM <u>if</u> the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal

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

VII. GENERAL CONDITIONS

A. Applicability

The requirements of this section apply to all CDBG funded projects.

B. General Compliance

The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the CDBG program at 24 CFR 570 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the City under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

C. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

D. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

E. Claims Against City and LHA

The Grantee agrees to defend, indemnify and save harmless the City and LHA from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the City, its officers, agents or employees.

F. Terms of Default

If Grantee materially fails to comply with any terms of this Agreement, including but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect

Said action(s) shall be considered default by the Grantee. Upon default by the Grantee, the City or LHA as its designee shall give the Grantee 10 day's written notice to cure any default. A default under this Agreement, in the discretion of the City or LHA as its designee, may be considered a default of any other Agreement between the Grantee and City for any CDBG Funds program. The failure to cure any default within 10 days may result in the City taking enforcement action as described in Section VIII Paragraph G.

G. Enforcement

Upon the failure of the Grantee to cure any default, the City may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between City and Grantee concerning CDBG Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other CDBG Fund program funded to Grantee by the City;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Grantee by the City;
5. Take other remedies that may be legally available or provided for in 2 CFR Chapter I, Chapter II, Part 200, et. al., including repayment of all funds provided to Grantee by the City.

In addition to the enforcement actions listed above, LHA or the City shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the City in enforcing this Agreement.

H. Suspension or Termination

Upon suspension or termination under Section VII Paragraph G, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al. are met.

I. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al..

J. Representations and Warranties

The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds form is true and correct and that it contains no misrepresentations, falsification, intentional omissions, or concealment of material facts.

K. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

L. Entire Agreement and Invalidation.

The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

M. Amendment

The City or the Grantee 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 City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release LHA, the City or Grantee from its obligations under this Agreement. The City, at its discretion, may amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

N. Conditional Approval

This Agreement is conditional upon the release and receipt of HUD funding.

O. Authority to Execute

The Grantee certifies that its governing body has duly adopted or passed as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

P. Publicity and Promotion

The City, LHA and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The City, LHA and/or Grantee may host public relations events for the activity to increase community awareness of the program and the activity.

Q. Grantor Recognition

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

R. Reversion of Assets

The Grantee shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG monies under this Agreement upon the time of expiration, cancellation or termination of this Agreement.

S. Insurance & Bonding

The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al., Bonding and Insurance.

T. “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 Grantee shall at all times

remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

U. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

V. Waiver

The City or LHA's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City or LHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Assignment and Transfer.

The Grantee shall not assign or transfer any interest in this Agreement without prior written consent from the City.

X. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

<u>Grantee</u>
Wes Tillett, Executive Director
Lafayette Urban Ministry
420 N. 4th Street
Lafayette, IN 47901
765-423-2691
wtillett@lumserve.org

<u>City</u>
City of Lafayette
Attn: City Attorney
20 N 6th Street
Lafayette, IN 47901

Michelle Reynolds, Executive Director
Lafayette Housing Authority
2601 Greenbush Street
Lafayette, IN 47904
765-771-1300
mreynolds@lha.lafayette.in.gov

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

LAFAYETTE URBAN MINISTRY

By:_____

Title:_____

Date:_____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

EXHIBIT A

LAFAYETTE URBAN MINISTRY
EMERGENCY HOMELESS SHELTER
PROGRAM YEAR 2020

Amount of Award: $14,846.00
Agency DUNS number: 167-520-311
Agency Tax ID: 35-1182938

Project/Program Description

The objective of our program is to provide a safe and secure facility to get homeless individuals off of the streets. The shelter is open to homeless adults 18 and older with low to moderate incomes. This population will include many suffering from mental illness and addiction. The Emergency Shelter will be open 365 days a year from 9:00 pm to 7:00 am. There will be a security guard and up to four volunteers scheduled each night to ensure a safe and secure environment for the individuals using the shelter. A light meal will be served each night and a small breakfast each morning. Showers and toiletries will be available for the shelter guests. Clean sheets and blankets will also be provided by Franciscan Health Services. All shelter guests will be required to participate in the client intake process Monday through Friday in order to obtain a pass for the shelter. The intake process is designed to assess the shelter guest's situation, provide appropriate referrals to community resources, and ensure that the shelter guests continue to look for permanent housing and employment. Passes will be handed out by the security staff at the shelter on Saturday and Sunday.

The grant is for operating expenses for an ongoing homeless services program.

Targeted Goals & Performance Measures

Lafayette Urban Ministry would like to assist each working shelter guest into more permanent housing within 30 days of their first paycheck. In order to assist these guests into more permanent housing, each working guest is signed up for the Match Program. The Match Program is used to help working individuals learn to budget and to help them pay for housing. Each week, verification is needed to ensure that guests are continuing to work.

Estimated Budget

Budget Category	**CDBG Amount**
Shelter Director Salary	$14,846
Total:	**$14,846**

Timetable
All costs must be incurred between July 1, 2020 and June 30, 2021. Final costs must be invoiced to LHA no later than the July 15, 2021 to receive full reimbursement.

Activity Service Area
Funds for this activity can be utilized only for persons residing within the corporate boundaries of the City of Lafayette.

Prior Approval
To expend funds for cost categories or types of activities not listed above will require prior written approval from LHA.

Financial and Administrative Reports
The Grantee shall utilize quarterly report forms and submit claims no less than quarterly. The Grantee understands that:

1. Claims for reimbursement will not be paid to the Grantee unless all quarterly reports have been filed with LHA;
2. Claims for reimbursement will not be paid to the Grantee if the Grantee has any open monitoring or audit findings or concerns;
3. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met.

The City, or LHA as its designee, reserves the right to refuse any claims not properly supported with adequate and proper documentation of claims or activity progress.

August 25, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Recommendation for Award of CDBG Agreement with Tippecanoe County Council on Aging, Inc. dba Meals on Wheels of Greater Lafayette

Dear Board Members,

The Common Council of the City of Lafayette in Resolution 2020-11, adopted May 4th, did approve a 2020 Action Plan for the Community Development Block Grant Program (CDBG). Tippecanoe County Council on Aging, Inc. dba Meals On Wheels of Greater Lafayette was allocated CDBG funds for their Meals On Wheels Program. This program delivers hot nutritious meals to the homes of seniors, persons with disabilities, and other homebound individuals at a subsidized rate.

The PY 2020 grant amount is $13,284.00

Jacque Chosnek has reviewed and approved this agreement.

Please feel free to contact me at (765) 771-1310, or swells@lha.lafayette.in.gov, with any questions. Thank you very much.

Respectfully,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND TIPPECANOE COUNTY COUNCIL ON AGING, INC. DBA MEALS ON WHEELS OF GREATER LAFAYETTE FOR THE MEALS ON WHEELS PROGRAM PROGRAM YEAR 2020

This Agreement is entered into effective this _____ day of _____ 2020, by and between the City of Lafayette, Indiana ("the City"), an Entitlement City under the Community Development Block Grant Program, and Tippecanoe County Council on Aging, Inc. dba Meals on Wheels of Greater Lafayette ("the Grantee"), an Indiana not-for-profit-corporation.

Whereas, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements; and

Whereas, the City of Lafayette has prepared a one-year action plan that identifies community needs and strategies; and

Whereas, the Common Council of the City of Lafayette in Resolution 2020-11, adopted on May 4, 2020, did approve a 2020 City of Lafayette CDBG program; and

Whereas, the Grantee is an organization qualified to receive CDBG funding; and

Whereas, the Grantee desires to participate in the program by distributing subsidized meals to low-income seniors and persons with disabilities in Lafayette, Indiana; and

Whereas, the Grantee has submitted a 2020 Agency Request for Funds Form requesting a Grant in the amount of $15,000 for the Meals on Wheels Program; and

Whereas, the City has approved a grant up to $13,284 to allow the Grantee to undertake activities described in Exhibit A; and

Whereas, pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the City and Lafayette Housing Authority ("LHA"), LHA will serve as grant administrator for the Program;

NOW, THEREFORE, the City and Grantee do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The City agrees to grant up to Thirteen Thousand Two Hundred Eighty Four Dollars ($13,284.00) to the Grantee to administer a CDBG Social Services program which will distribute subsidized meals to low-income seniors and persons with disabilities in Lafayette, Indiana, as described in the Grantee's project narrative, which is attached as Exhibit A and incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of materials facts and that all information contained, and assurances and certifications made

in the 2020 Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms of this Agreement. A description of the tasks to be performed under this Agreement and an estimated budget as described in the Grantee's 2020 Agency Request for Funds Form is included on Exhibit A.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Grantee certifies that the activities carried out under this Agreement will benefit low- and moderate-income persons by distributing subsidized meals to low-income seniors and persons with disabilities in Lafayette.

C. Eligible uses of said funds are limited to activities and tasks to be performed for providing the Meals on Wheels Program. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Grantee must notify LHA of any changes in the budget. Budget changes that exceed 5% of total project cost will require approval from LHA.

D. Levels of Accomplishment

The services described in Exhibit A shall be delivered at a level which is reasonably comparable to the service level projected on the 2020 Agency Request for Funds form. If the level of services is estimated to be appreciably different from that noted on the 2020 Agency Request for Funds form, the difference shall be justified to the satisfaction of LHA.

II. DISBURSEMENT OF FUNDS

A. Payment

The City agrees, upon submission of completed Beneficiary and Invoice Form and proof of eligible expenses by Grantee, to disburse Program funds to Grantee up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the reimbursement of eligible costs, and shall be used only for the completion of activities approved by LHA. The final Beneficiary Report and Invoice must be submitted for payment on or before July 15, 2020. The proportion of total CDBG funds to total program funds shall not exceed the proportion of services provided to low- and moderate-income Lafayette clients to total program clients. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the City from HUD.

III. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of July, 2020 and end on the 30th day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Grantee remains in control of CDBG funds or other assets including program income.

IV. PROGRAM INCOME

The Agency shall report annually all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Agency shall comply with the requirements set forth in 24 CFR 570.504. All income generated by the proceeds of this program will be paid to the City.

V. ADMINISTRATIVE REQUIREMENTS

The Grantee shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al. 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 Grantee shall administer its program in conformance with 2 CFR Chapter I, Chapter II, Part 200, et. al. as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, including 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at http://www.ecfr.gov/. This document is also available by request from LHA.

C. Documentation and Record-Keeping

The Grantee shall ensure that sufficient records are maintained to enable the City and LHA to determine whether the terms of this Agreement and the requirements of 24 CFR 570.506 have been met.

1. Records to be Maintained

The Grantee shall maintain all records required by Federal regulations specified in 24 CFR 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 documenting compliance with the equal opportunity components of the CDBG program
e. Financial records as required by 24 CFR 570.502, and 2 CFR Chapter I, Chapter II, Part 200, et. al.; and
f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention of Records

The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years after receipt of final payment under this Agreement. Notwithstanding the above, if there is litigation, claims, audits,

negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Grantee 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 City's, LHA's or Grantee'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. Close-outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including Program Income.

D. Reporting

The Agency shall submit regular progress reports to LHA in the form, content, and frequency as required by LHA. Such reports must include:

- an annual audit or financial review, as applicable;
- a periodic report of service to clients on an unduplicated basis, including demographic information, submitted with the request for reimbursement on a monthly or quarterly basis

E. Non-expendable Property

1. Inventory. The Grantee shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased under this Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by LHA will constitute non-compliance with this Agreement. If action to correct substandard performance is not taken by the Grantee within a reasonable period of time after being notified by LHA, contract suspension or termination procedures will be initiated.

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the City, its designees, or the Federal government, at any time during normal business hours, as often as LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any

deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to LHA. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding City of Lafayette CDBG funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend $750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al.. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the City no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the City.

H. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

VI. OTHER STATE AND FEDERAL REQUIREMENTS

A. Civil Rights, Nondiscrimination, Equal Opportunity, and Other Federal Requirements

The Grantee shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Grantee will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;

2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;
4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
    c. The contractor agrees to include this Sections 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.
    d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

B. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and

2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to LHA.

CDBG projects that are publicized in the local electronic and print media will include specific mention of the desire of the City and its CDBG recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

C. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the City or any Federal agency.

D. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the City, or its designees or agents, member of the governing body of the City or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 570.611(d). The Grantee agrees that it will incorporate into every written contract the following provisions:

> INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the CDBG Program, and no one with whom they have family of business ties, has any financial benefit, direct or indirect, in this Contract.

F. Lobbying Certification

The Grantee certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee 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.

2. 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, the Grantee shall

complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Grantee shall require that the language of this certification 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.

4. 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 which is imposed by Section 1352, Title 31, U.S.C. 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 failure.

G. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 570.200(j), that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

H. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

I. Workers' Compensation

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

J. "Section 3" Clause

1. Applicability

All Grantees who receive a combined total of more than $200,000 in federal funding must fulfill Section 3 obligations. Additionally, if a Grantee receives more than $200,000 in federal funding, all business with which the recipient contracts (called "contractors") must fulfill the same obligations if the contract is for more than $100,000. And all the businesses with which those contractors' contract (called "subcontractors") must fulfill the same obligations if their contract if for more than $100,000.

2. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assignees, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to

the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low- income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with any public construction project are given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

The Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

L. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Grantee hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

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

FFATA reporting requirements will apply to any CDBG Agreement in the amount of $30,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

1. Data Universal Numbering System (DUNS) number

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

2. System for Award Management (SAM)

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

3. Executive Compensation

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

VII. GENERAL CONDITIONS

A. Applicability

The requirements of this section apply to all CDBG funded projects.

B. General Compliance

The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the CDBG program at 24 CFR 570 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the City under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

C. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

D. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

E. Claims Against City and LHA

The Grantee agrees to defend, indemnify and save harmless the City and LHA from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the City, its officers, agents or employees.

F. Terms of Default

If Grantee materially fails to comply with any terms of this Agreement, including but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect

Said action(s) shall be considered default by the Grantee. Upon default by the Grantee, the City or LHA as its designee shall give the Grantee 10 day's written notice to cure any default. A default under this Agreement, in the discretion of the City or LHA as its designee, may be considered a default of any other Agreement between the Grantee and City for any CDBG Funds program. The failure to cure any default within 10 days may result in the City taking enforcement action as described in Section VIII Paragraph G.

G. Enforcement

Upon the failure of the Grantee to cure any default, the City may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between City and Grantee concerning CDBG Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other CDBG Fund program funded to Grantee by the City;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Grantee by the City;
5. Take other remedies that may be legally available or provided for in 2 CFR Chapter I, Chapter II, Part 200, et. al., including repayment of all funds provided to Grantee by the City.

In addition to the enforcement actions listed above, LHA or the City shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the City in enforcing this Agreement.

H. Suspension or Termination

Upon suspension or termination under Section VII Paragraph G, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al. are met.

I. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al..

J. Representations and Warranties

The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds form is true and correct and that it contains no misrepresentations, falsification, intentional omissions, or concealment of material facts.

K. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

L. Entire Agreement and Invalidation.
The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

M. Amendment
The City or the Grantee 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 City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release LHA, the City or Grantee from its obligations under this Agreement. The City, at its discretion, may amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

N. Conditional Approval
This Agreement is conditional upon the release and receipt of HUD funding.

O. Authority to Execute
The Grantee certifies that its governing body has duly adopted or passed as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

P. Publicity and Promotion
The City, LHA and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The City, LHA and/or Grantee may host public relations events for the activity to increase community awareness of the program and the activity.

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

R. Reversion of Assets
The Grantee shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG monies under this Agreement upon the time of expiration, cancellation or termination of this Agreement.

S. Insurance & Bonding
The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al., Bonding and Insurance.

T. “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 Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

U. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

V. Waiver

The City or LHA's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City or LHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Assignment and Transfer.

The Grantee shall not assign or transfer any interest in this Agreement without prior written consent from the City.

X. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

<u>Grantee</u>
Laurie Earnst, Executive Director
Meals On Wheels of Greater Lafayette
Northend Community Center
2000 Elmwood Ave., Suite F
Lafayette, IN 47904
765-447-2311
Laurie@tippecanoeseniorcenter.org

<u>City</u>
City of Lafayette
Attn: City Attorney
20 N 6th Street
Lafayette, IN 47901

Michelle Reynolds, Executive Director
Lafayette Housing Authority
2601 Greenbush Street
Lafayette, IN 47904
765-771-1300
mreynolds@lha.lafayette.in.gov

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

TIPPECANOE COUNTY COUNCIL ON AGING, INC. DBA MEALS ON WHEELS OF GREATER LAFAYETTE

By:_____

Title:_____

Date:_____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

EXHIBIT A

TIPPECANOE COUNTY COUNCIL ON AGING, INC.
DBA MEALS ON WHEELS OF GREATER LAFAYETTE
MEALS ON WHEELS PROGRAM
PROGRAM YEAR 2020

Amount of Award: $13,284.00
Agency DUNS number: 16-752-0303
Agency Tax ID: 35-1300844

Project/Program Description

Meals On Wheels of Greater Lafayette (MOWGL), a program of the Tippecanoe County Council on Aging, Inc. delivers hot, nutritious meals, a friendly visit, and a safety check to the homes of seniors and individuals with disabilities and those who are home-bound. The program also provides a lunch delivery to the Senior Center congregate feeding site and to Wabash Center for consumers who choose to participate. MOWGL also operates "AniMeals", a privately funded program in partnership with VCA Animal Hospital that provides high quality pet food and discounted veterinary services to consumers.

The grant is for operating expenses for an ongoing social services program.

Targeted Goals & Performance Measures

#1: 95% of consumers will have their meals delivered within the timeframe of 11:30 am-1:00 pm for home-delivered meals (weather permitting).

#2: 90% of home-delivery consumers will have at least one safety check per week.

#3: 95% of all consumers (both home and congregate site) will rate the program services and the food quality a minimum of 8 quality points on a 10-point scale.

Estimated Budget

Budget Category	**CDBG Amount**
Staff Salaries/Wages	$13,284
Total:	**$13,284**

Timetable
All costs must be incurred between July 1, 2020 and June 30, 2021. Final costs must be invoiced to LHA no later than the July 15, 2021 to receive full reimbursement.

Activity Service Area
Funds for this activity can be utilized only for persons residing within the corporate boundaries of the City of Lafayette.

Prior Approval
To expend funds for cost categories or types of activities not listed above will require prior written approval from LHA.

Financial and Administrative Reports

The Grantee shall utilize quarterly report forms and submit claims no less than quarterly. The Grantee understands that:

1. Claims for reimbursement will not be paid to the Grantee unless all quarterly reports have been filed with LHA;
2. Claims for reimbursement will not be paid to the Grantee if the Grantee has any open monitoring or audit findings or concerns;
3. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met.

The City, or LHA as its designee, reserves the right to refuse any claims not properly supported with adequate and proper documentation of claims or activity progress.

August 25, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Recommendation for Award of CDBG Agreement with the YWCA

Dear Board Members,

The Common Council of the City of Lafayette in Resolution 2020-11, adopted May 4th, did approve a 2020 Action Plan for the Community Development Block Grant Program (CDBG). The YWCA of Greater Lafayette was allocated CDBG funds for their Domestic Violence Intervention and Prevention Program (DVIPP). This program serves victims of domestic violence and their children by providing comprehensive residential services including temporary, emergency, and confidential shelter; all meals, linens, personal items and clothes; intensive case management; appropriate referrals; access to medical evaluation; legal advocacy and assistance.

The PY 2020 grant amount is $12,678.00

Jacque Chosnek has reviewed and approved this agreement.

Please feel free to contact me at (765) 771-1310, or swells@lha.lafayette.in.gov, with any questions. Thank you very much.

Respectfully,

Seth Wells
Project Manager
Lafayette Housing Authority
Grant Administrator

CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND YWCA OF GREATER LAFAYETTE FOR THE DOMESTIC VIOLENCE INTERVENTION AND PREVENTION PROGRAM PROGRAM YEAR 2020

This Agreement is entered into effective this _____ day of _____ 2020, by and between the City of Lafayette, Indiana ("the City"), an Entitlement City under the Community Development Block Grant Program, and the YWCA of Greater Lafayette ("the Grantee"), an Indiana not-for-profit-corporation.

Whereas, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements; and

Whereas, the City of Lafayette has prepared a one-year action plan that identifies community needs and strategies; and

Whereas, the Common Council of the City of Lafayette in Resolution 2020-10, adopted on May 4, 2020, did approve a 2020 City of Lafayette CDBG program; and

Whereas, the Grantee is an organization qualified to receive CDBG funding; and

Whereas, the Grantee desires to participate in the program by providing the Domestic Violence Intervention and Prevention Program in Lafayette, Indiana; and

Whereas, the Grantee has submitted a 2020 Agency Request for Funds Form requesting a Grant in the amount of $14,000 for the Domestic Violence Intervention and Prevention Program; and

Whereas, the City has approved a grant up to $12,678 to allow the Grantee to undertake activities described in Exhibit A; and

Whereas, pursuant to a certain Agreement for Grant Administration dated September 19, 2017, by and between the City and Lafayette Housing Authority ("LHA"), LHA will serve as grant administrator for the Program;

NOW, THEREFORE, the City and Grantee do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The City agrees to grant up to Twelve Thousand Six Hundred Seventy Eight Dollars ($12,678.00) to the Grantee to administer a CDBG Social Services program which will provide shelter and support to victims of domestic violence in Lafayette, Indiana, as described in the Grantee's project narrative, which is attached as Exhibit A and incorporated into this Agreement by reference. The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of materials facts and that all information contained, and assurances and certifications made in the 2020 Agency Request for Funds Form are incorporated into this Agreement as if fully set forth within the terms

of this Agreement. A description of the tasks to be performed under this Agreement and an estimated budget as described in the Grantee's 2020 Agency Request for Funds Form is included on Exhibit A.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Grantee certifies that the activities carried out under this Agreement will benefit low- and moderate-income persons by providing the Domestic Violence Intervention and Prevention Program to serve victims of domestic violence in Lafayette.

C. Eligible uses of said funds are limited to activities and tasks to be performed for providing the Domestic Violence Intervention and Prevention Program. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Grantee must notify LHA of any changes in the budget. Budget changes that exceed 5% of total project cost will require approval from LHA.

D. Levels of Accomplishment

The services described in Exhibit A shall be delivered at a level which is reasonably comparable to the service level projected on the 2020 Agency Request for Funds form. If the level of services is estimated to be appreciably different from that noted on the 2020 Agency Request for Funds form, the difference shall be justified to the satisfaction of LHA.

II. DISBURSEMENT OF FUNDS

A. Payment

The City agrees, upon submission of completed Beneficiary and Invoice Form and proof of eligible expenses by Grantee, to disburse Program funds to Grantee up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the reimbursement of eligible costs, and shall be used only for the completion of activities approved by LHA. The final Beneficiary Report and Invoice must be submitted for payment on or before July 15, 2021. The proportion of total CDBG funds to total program funds shall not exceed the proportion of services provided to low- and moderate-income Lafayette clients to total program clients. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the City from HUD.

III. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of July, 2020 and end on the 30th day of June, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Grantee remains in control of CDBG funds or other assets including program income.

IV. PROGRAM INCOME

The Agency shall report annually all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Agency shall comply with the requirements set forth in 24 CFR 570.504. All income generated by the proceeds of this program will be paid to the City.

V. ADMINISTRATIVE REQUIREMENTS

The Grantee shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al. 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 Grantee shall administer its program in conformance with 2 CFR Chapter I, Chapter II, Part 200, et. al. as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, including 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at http://www.ecfr.gov/. This document is also available by request from LHA.

C. Documentation and Record-Keeping

The Grantee shall ensure that sufficient records are maintained to enable the City and LHA to determine whether the terms of this Agreement and the requirements of 24 CFR 570.506 have been met.

1. Records to be Maintained

The Grantee shall maintain all records required by Federal regulations specified in 24 CFR 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 documenting compliance with the equal opportunity components of the CDBG program
e. Financial records as required by 24 CFR 570.502, and 2 CFR Chapter I, Chapter II, Part 200, et. al.; and
f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention of Records

The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years after receipt of final payment under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the

actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Grantee 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 City's, LHA's or Grantee'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. Close-outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including Program Income.

D. Reporting

The Agency shall submit regular progress reports to LHA in the form, content, and frequency as required by LHA. Such reports must include:

- an annual audit or financial review, as applicable;
- a periodic report of service to clients on an unduplicated basis, including demographic information, submitted with the request for reimbursement on a monthly or quarterly basis

E. Non-expendable Property

1. Inventory. The Grantee shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Grantee shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased under this Agreement. The Grantee shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Grantee shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by LHA will constitute non-compliance with this Agreement. If action to correct substandard performance is not taken by the Grantee within a reasonable period of time after being notified by LHA, contract suspension or termination procedures will be initiated.

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the City, its designees, or the Federal government, at any time during normal business hours, as often as LHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Grantee within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Grantee hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to LHA. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding City of Lafayette CDBG funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend $750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al.. Program-specific audits are only allowed if the Grantee expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the City to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Grantee elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Grantee. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the City no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.
5. If the Grantee is found in non-compliance with these audit requirements, the Grantee may be required to refund financial assistance received from the City.

H. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

VI. OTHER STATE AND FEDERAL REQUIREMENTS

A. Civil Rights, Nondiscrimination, Equal Opportunity, and Other Federal Requirements

The Grantee shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Grantee will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR8, which

prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;

4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
    c. The contractor agrees to include this Sections 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.
    d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

B. Minority Business Outreach

The Grantee agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and
2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to LHA.

CDBG projects that are publicized in the local electronic and print media will include specific mention of the desire of the City and its CDBG recipients to work with women and minority business owners.

The Grantee may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Grantee is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

C. Debarment and Suspension

The Grantee certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the City or any Federal agency.

D. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the City, or its designees or agents, member of the governing body of the City or the Grantee (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 570.611(d). The Grantee agrees that it will incorporate into every written contract the following provisions:

> INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the CDBG Program, and no one with whom they have family of business ties, has any financial benefit, direct or indirect, in this Contract.

F. Lobbying Certification

The Grantee certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee 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.

2. 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, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Grantee shall require that the language of this certification 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.

4. 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 which is imposed by Section 1352, Title 31, U.S.C. 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 failure.

G. Religious Criteria

The Grantee hereby certifies in accordance with 24 CFR 570.200(j), that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

H. Drug Free Workplace

The Grantee shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

I. Workers' Compensation

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

J. "Section 3" Clause

1. Applicability

All Grantees who receive a combined total of more than $200,000 in federal funding must fulfill Section 3 obligations. Additionally, if a Grantee receives more than $200,000 in federal funding, all business with which the recipient contracts (called "contractors") must fulfill the same obligations if the contract is for more than $100,000. And all the businesses with which those contractors' contract (called "subcontractors") must fulfill the same obligations if their contract if for more than $100,000.

2. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assignees, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low- income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide

economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with any public construction project are given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

The Grantee must enroll in and verify the work eligibility status of all newly hired employees of the Grantee through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Grantee will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Grantee shall execute an affidavit affirming that the Grantee has enrolled in and is participating in the E-Verify program and affirming that the Grantee does not knowingly employ an unauthorized alien.

L. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Grantee hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

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

FFATA reporting requirements will apply to any CDBG Agreement in the amount of $30,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

1. Data Universal Numbering System (DUNS) number

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

2. System for Award Management (SAM)

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

3. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM <u>if</u> the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal

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

VII. GENERAL CONDITIONS

A. Applicability

The requirements of this section apply to all CDBG funded projects.

B. General Compliance

The Grantee agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the CDBG program at 24 CFR 570 and pursuant regulations and policies. The Grantee has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the City under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

C. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

D. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

E. Claims Against City and LHA

The Grantee agrees to defend, indemnify and save harmless the City and LHA from any and all claims of any nature whatsoever which may arise from the Grantee's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Grantee liable for acts of the City, its officers, agents or employees.

F. Terms of Default

If Grantee materially fails to comply with any terms of this Agreement, including but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect

Said action(s) shall be considered default by the Grantee. Upon default by the Grantee, the City or LHA as its designee shall give the Grantee 10 day's written notice to cure any default. A default under this Agreement, in the discretion of the City or LHA as its designee, may be considered a default of any other Agreement between the Grantee and City for any CDBG Funds program. The failure to cure any default within 10 days may result in the City taking enforcement action as described in Section VIII Paragraph G.

G. Enforcement

Upon the failure of the Grantee to cure any default, the City may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between City and Grantee concerning CDBG Funds programs, pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's program and/or any award for any other CDBG Fund program funded to Grantee by the City;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Grantee by the City;
5. Take other remedies that may be legally available or provided for in 2 CFR Chapter I, Chapter II, Part 200, et. al., including repayment of all funds provided to Grantee by the City.

In addition to the enforcement actions listed above, LHA or the City shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the City in enforcing this Agreement.

H. Suspension or Termination

Upon suspension or termination under Section VII Paragraph G, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless LHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al. are met.

I. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al..

J. Representations and Warranties

The Grantee hereby represents and warrants that all information contained in the 2020 Agency Request for Funds form is true and correct and that it contains no misrepresentations, falsification, intentional omissions, or concealment of material facts.

K. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

L. Entire Agreement and Invalidation.

The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

M. Amendment

The City or the Grantee 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 City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release LHA, the City or Grantee from its obligations under this Agreement. The City, at its discretion, may amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

N. Conditional Approval

This Agreement is conditional upon the release and receipt of HUD funding.

O. Authority to Execute

The Grantee certifies that its governing body has duly adopted or passed as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Grantee to execute this Agreement.

P. Publicity and Promotion

The City, LHA and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The City, LHA and/or Grantee may host public relations events for the activity to increase community awareness of the program and the activity.

Q. Grantor Recognition

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

R. Reversion of Assets

The Grantee shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG monies under this Agreement upon the time of expiration, cancellation or termination of this Agreement.

S. Insurance & Bonding

The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al., Bonding and Insurance.

T. “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 Grantee shall at all times

remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

U. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

V. Waiver

The City or LHA's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City or LHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Assignment and Transfer.

The Grantee shall not assign or transfer any interest in this Agreement without prior written consent from the City.

X. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

<u>Grantee</u>
Allison Beggs, Executive Director
YWCA of Greater Lafayette
605 North 6th Street
Lafayette, IN 47901
765-423-7012
abeggs@ywcalafayette.org

<u>City</u>
City of Lafayette
Attn: City Attorney
20 N 6th Street
Lafayette, IN 47901

Michelle Reynolds, Executive Director
Lafayette Housing Authority
2601 Greenbush Street
Lafayette, IN 47904
765-771-1300
mreynolds@lha.lafayette.in.gov

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement effective as of the date first above written.

YWCA OF GREATER LAFAYETTE

By:_____

Title:_____

Date:_____

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

EXHIBIT A

YWCA OF GREATER LAFAYETTE
DOMESTIC VIOLENCE INTERVENTION AND PREVENTION PROGRAM
PROGRAM YEAR 2020

Amount of Award: $12,678.00
Agency DUNS number: 10-363-8276
Agency Tax ID: 35-0868224

Project/Program Description

The YWCA's Domestic Violence Intervention and Prevention Program operates a shelter for victims of domestic violence and their children, who are the secondary victims. People who must flee their homes for their own safety are, by definition, homeless. Providing safe shelter and necessities for these homeless people requires staff on duty 24 hours a day, 7 days a week, 365 days a year. The program is requesting funds go towards paying a portion of the salaries for staff members who work as advocates in the shelter.

The grant is for operating expenses for an ongoing social services program.

Targeted Goals & Performance Measures

100% of domestic violence survivors in the Lafayette area who must flee their homes will be offered safe shelter when they need it, at all times. (If the shelter is full, DVIPP staff will transport clients to other area shelters.)

Estimated Budget

Budget Category	**CDBG Amount**
Shelter Advocates Wages/Salaries	$12.678
Total:	**$12,678**

Timetable
All costs must be incurred between July 1, 2020 and June 30, 2021. Final costs must be invoiced to LHA no later than the July 15, 2021 to receive full reimbursement.

Activity Service Area
Funds for this activity can be utilized only for persons residing within the corporate boundaries of the City of Lafayette.

Prior Approval
To expend funds for cost categories or types of activities not listed above will require prior written approval from LHA.

Financial and Administrative Reports
The Grantee shall utilize quarterly report forms and submit claims no less than quarterly. The Grantee understands that:

1. Claims for reimbursement will not be paid to the Grantee unless all quarterly reports have been filed with LHA;

2. Claims for reimbursement will not be paid to the Grantee if the Grantee has any open monitoring or audit findings or concerns;
3. LHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Grantee and all Targeted Goals have been met.
4. Reimbursement will be limited to wage expense for specific, pre-approved staff members.

The City, or LHA as its designee, reserves the right to refuse any claims not properly supported with adequate and proper documentation of claims or activity progress, or determined to be an administrative burden to the City or LHA.

Lafayette
PARKS & RECREATION

September 1, 2020

Board of Public Works and Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you Amendment #1 for the Memorial Island Phase 3 Columbian Park bridge foundation and retaining wall systems inspection services contract. The scope of the original contract has changed to include the following services:

- Geotechnical services that will include soil borings, interpretive analysis of the borings and recommendations as a result of the data obtained from the borings

The cost for these additional services is a lump sum fee of $8,025.00. The original contract amount estimate was $64,037.50. The new amended contract estimate is $72,062.50.

This amendment has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Claudine Laufman

Claudine Laufman
Superintendent
Lafayette Parks and Recreation

Alt & Witzig Engineering, Inc.
4105 West 99th Street • Carmel, Indiana 46032
(317) 875-7000 • Fax (317) 876-3705

August 25, 2020

Ms. Claudine Laufman,
Superintendent
Lafayette Parks & Recreation
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Amendment No. 1 - Subsurface Investigation & Geotechnical Recommendations Proposed Retaining Wall
Memorial Island
Lafayette, Indiana
Alt & Witzig Proposal No.: 2008LF003

Dear Ms. Laufman:

In compliance with your recent request, the following proposal is submitted as Amendment No. 1 to the Memorial Island Phase 03 at Columbian Park Bridge Foundation and Retaining Wall Observation dated August 11, 2020, for the Subsurface Investigation and Geotechnical Recommendations in regards to the proposed retaining wall to be constructed along the banks of Memorial Island at Columbian Park in Lafayette, Indiana.

The purpose of our geotechnical investigation will be to provide information for use in determining the subsurface conditions at the site. Our subsurface investigation will include but not be limited to the following:

- Determination of the subsurface soil and groundwater conditions at the site to a maximum depth of 15 feet.
- Determination of the engineering characteristics of the surface and subsurface materials encountered.
- Providing recommended net allowable bearing capacity required for the design of foundations and retaining wall.
- Providing information and recommendations regarding management of possible groundwater.

Based on site access and our understanding of the proposed wall, we have estimated that a total of 24 borings will provide the necessary information. We propose to drill the borings to depths of ten (10) to fifteen (15) feet. The actual number and depth of the test borings required will be dependent upon the subsurface conditions encountered and the slope access.

Laboratory Services

The subsurface and foundation investigation will also include laboratory testing to determine the classification, strength, compressibility, and other characteristics of the foundation materials as necessary. Alt & Witzig's laboratory is fully equipped with modern equipment for soils testing. Field exploration programs are conducted with our own drilling equipment. Field and laboratory testing are performed by trained, qualified personnel in compliance with applicable specifications under the supervision of professional engineers.

Engineering Services

The results of our field exploration and laboratory testing will be utilized in performing an engineering analysis in the formulation of our recommendations. The results of our foundation investigation, including our recommendations and substantiating data, will be presented in a written report prepared by a registered professional engineer.

It is proposed that our fee for the performance of the above outlined investigation be determined on a lump sum basis. The following fees are estimated based on the above-outlined investigation:

Mobilization	$ 650.00
Track Mounted Drill Rig 3 days	$ 775.00
Soil Drilling (including soil sampling)	$4,500.00
Laboratory Testing	$ 250.00
Engineering Services	$1,850.00

On this basis, a lump sum fee of **$8,025.00** is proposed. We guarantee not to exceed this price without prior written approval. Additional soil drilling would be performed at the rate of $15.00 per foot.

We require written authorization to proceed in the form of a signed and returned proposal prior to the commencement of work on a project. For your convenience, please feel free to fax the entire signed proposal to 317-876-3705 or scan and email to tcoffey@altwitzig.com.

Thank you for this opportunity to offer our services. We look forward to working with you on this project. If you have any questions pertaining to this proposal including scope of work or cost of services, feel free to contact us at your convenience.

Sincerely,
ALT & WITZIG ENGINEERING, INC.

Thomas J. Coffey, P.E.

Terms of payment are **Net 30 Days**. Balances over 30 days bear interest at 1-1/2% per month. In the event Alt & Witzig Engineering, Inc. is required to employ an attorney to collect any balances due, I agree to pay reasonable costs and attorney fees.

_____
Authorization Signature

_____
Name (Printed)

_____
Company Name Date

Alt & Witzig Engineering, Inc.
3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Amendment No. 1 - Memorial Island, Phase 3 – Retaining Wall Geotechnical Investigation

Project Location: Columbian Park, Lafayette, Indiana

Description of Services: Construction Materials Testing & Inspections

Alt & Witzig Proposal # 2008LF003 Alt & Witzig Project # _____

APPROVAL & PAYMENT OF CHARGES – Invoices will be charged and mailed to the account of:

Firm City of Lafayette

Address 20 North 6th Street

City Lafayette State Indiana Zip 47901

Telephone 765. 807.1021 Fax _____

PAYMENT TERMS: Net 30 days. All services are to be billed in accordance with the attached proposal. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone ( ) _____ Fax ( ) _____

SPECIAL PROVISIONS _____

Please note that Alt & Witzig Engineering, Inc. reserved the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This agreement together with Alt & Witzig Engineering's proposal and Unit Fee Schedule constitute the entire agreement between the client and Alt & Witzig Engineering, Inc. and supersedes all prior written or oral understandings.

PROPOSAL ACCEPTED BY: _____
TITLE: _____
DATE ACCEPTED: _____

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.

2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

A. General Liability (including automobile) – combined single limit of $2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of $2,000,000.

D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution**. All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities**. Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify**. Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran**. Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy**. Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws**. The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work**. In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions**. The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice**. The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the professional currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach**. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement**. The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extend they conflict with the terms of the Agreement.

18. **Non-Discrimination**. Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments**. The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law**. The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record**. The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

Approved by the Board of Public Works and Safety on the _____day of

_____, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

September 1, 2020

Board of Public Works and Safety
City of Lafayette

Dear Board Members:

You have before you Change Order #1 for the contract with Merrell Brothers for the Columbian Park Lagoon Dredging Improvements project at Memorial Island.

The completion date for the project has changed to September 30, 2020 due to additional time required to remove the sediment. The previous completion date reflected on the original contract was September 1, 2020. There is no price change in the contract associated with the new completion date.

This Change Order has been reviewed by the City Attorney and I recommend it for approval.

Sincerely,

Claudine Laufman

Claudine Laufman
Superintendent, Lafayette Parks and Recreation

1915 Scott Street Lafayette, Indiana 47904

COLUMBIAN PARK LAGOON DREDGING IMPROVEMENTS
City of Lafayette, Indiana

CHANGE ORDER

Order No: #1
Date: 9/1/2020

NAME OF PROJECT: Columbian Park Lagoon Dredging Improvements
OWNER: City of Lafayette, Parks and Recreation Department
CONTRACTOR: Merrell Brothers

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION / JUSTIFICATION

Adding additional time to the contract schedule, because of additional sediment removal.

The CONTRACT TIME will be extended by 30 calendar days.

The date for completion of all work will be: 9/30/2020 .

REQUESTED BY:

_____
Merrell Brothers

RECOMMENDED BY:

_____
Kettelhut Construction Inc.

REVIEWED BY:

_____
City of Lafayette, Parks and Recreation Department

Approved by the Board of Public Works and Safety on the _____day of

_____, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____