

Memo

September 23, 2021

To: Board of Public Works and Safety

From: Ashley Adams, Project Manager, Lafayette Housing Authority

RE: Agreement between City of Lafayette and Recovery Café for the Nutrition and Culinary Program

I am requesting approval for the agreement for Program Year 2021 with Recovery Café for their Nutrition and Culinary Program. This program provides nutritional education and culinary tools to assist each participant of Lafayette, Indiana through their recovery and prevent relapses. The funding awarded for this project is in the amount of \$5,000.

Jacque Chosnek has reviewed and approved the document.

Please feel free to call me at 765-269-4243 with any questions.

Thank you.



September 23, 2021

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

RE: Recommendation for Award of CDBG Agreement with Recovery Café Lafayette

Dear Board Members:

The Common Council of the City of Lafayette in Resolution 2021-22, adopted July 6th, did approve a 2021 Action Plan for the Community Development Block Grant Program (CDBG). Recovery Café Lafayette was allocated CDBG funds for their Nutrition and Culinary Program. This program provides nutritional education and culinary tools to assist each participant of Lafayette, Indiana through their recovery and prevent relapses.

The PY 2021 grant amount is **\$5,000.00**.

Jacque Chosnek has reviewed and approved this agreement.

Please feel free to contact me at (765) 269-4243, or aadams@lha.lafayette.in.gov, with any questions. Thank you very much.

Respectfully,

Ashley Adams
Project Manager
Lafayette Housing Authority
Grant Administrator

**CDBG AGREEMENT BETWEEN THE CITY OF LAFAYETTE AND
RECOVERY CAFÉ LAFAYETTE FOR A
NUTRITION AND CULINARY PROGRAM
PROGRAM YEAR 2021**

This Agreement is entered into effective this _____ day of _____ 2021, by and between the City of Lafayette, Indiana (“the City”), an Entitlement City under the Community Development Block Grant Program, and Recovery Café 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 1 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 2021-22, adopted on July 6, 2021, did approve a 2021 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 Nutrition and Culinary Program in Lafayette, Indiana; and

Whereas, the Grantee has submitted a 2021 Agency Request for Funds Form requesting a Grant in the amount of \$15,000.00 for a Nutrition and Culinary Program; and

Whereas, the City has approved a grant up to \$5,000.00 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 Five Thousand Dollars (\$5,000.00) to the Grantee to administer CDBG Social Services program which will provide nutritional education and culinary tools to

individuals in recovery 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 2021 Agency Request for Funds Form is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts and that all information contained, and assurances and certifications made in the 2021 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 2021 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 with benefit low- and moderate-income persons by providing a Nutrition and Culinary Program in Lafayette.

C. Eligible uses of said funds are limited to activities and tasks to be performed for providing a Nutrition and Culinary 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 2021 Agency Request for Funds Form. If the level of services is estimated to be appreciably different from that noted on the 2021 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, 2022. 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 2021 and end on the 30th day of June 2022. 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 Principles, 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 form 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 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 direction 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 responsible 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 with 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 individuals with a handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR 8, 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 24 CFR Part 75 Economic Opportunities for Low-Very Low Income Persons / Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) which requires that all grantees who receive more than \$200,000 in HUD funding must fulfil obligations for providing economic opportunities for low and very-low income persons to the greatest extent feasible.
 10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as show 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 who they have family or 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 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, and 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. Worker's Compensation

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

J. 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.

K. 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.

L. 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 further 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 and 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 SAME if the Grantee in the preceding fiscal year received eight 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, 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 days' 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 CDBG Funds program. The failure to cure any default within 10 days may result in the City taking enforcement action as described in Section VII 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 the 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 the 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 2021 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 judgement 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 ensure 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 blank 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 interventions, 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 (E-Mail). 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:

Grantee

Chloe Shallenberger, Associate Director or Operations
Recovery Café Lafayette
330 Fountain Street
Lafayette, IN 47902
765-620-4121
chloe.shallenberger@webloom.org

City

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 written above.

RECOVERY CAFÉ 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 _____ 2021.

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

RECOVERY CAFÉ LAFAYETTE NUTRITION AND CULINARY PROGRAM PROGRAM YEAR 2021

Amount of Award: \$5,000.00
Agency DUNS number: 101805333
Agency Tax ID: 82-2859964

Project/Program Description

As a part of the School of Recovery, the Recovery Café Lafayette will launch a pilot for the Nutrition and Culinary Program. The pilot program will consist of two classes: a nutrition class and an introduction to culinary arts class. The nutrition class will be taught free of charge by the Purdue Extension Service. The Purdue Extension Nutrition Education Program works to improve the nutrition and health of audiences with limited resources in Indiana. The five focus areas of the NEP are: nutrition, food safety, food security, physical activity, and food resource management. Classes are divided into 12 sessions will go into further detail based on these focus areas. The introduction to culinary arts class will take the knowledge and skills that members gain during the NEP and put them into practice. The class will be instructed by a Recovery Café Lafayette staff member along with a trained member leader as a co-trainer. Members will learn to prepare nutritious meals and serve them to other members of the Recovery Café Lafayette. In addition, the project will support the meal program that is such a vital part of the way in which Recovery Cafe builds community, providing recovery support while also addressing food insecurity within our region.

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

Targeted Goals & Performance Measures

1. Twenty (20) members will participate in the Nutrition and Culinary program through the School of Recovery
2. Seventy-seven percent (77%) of participants will complete the Nutrition and Culinary program
3. Ninety-five percent (95%) of participants will increase their knowledge of the importance of nutritious meals and how to access affordable nutritious groceries
4. Ninety-five percent (95%) of participants will learn how to prepare nutritious meals, and be introduced to culinary arts as a potential career pathway, ultimately achieving greater stability and self-sufficiency
5. One hundred percent (100%) of participants who complete the program will have access to advanced programming to explore the culinary arts as a career through Second Helpings' Culinary Job Training program and Ivy Tech Community College Culinary Program.

Estimated Budget

Budget Category	CDBG Amount
Kitchen Management Staff Salaries/Wages	\$5,000.00
Total:	\$5,000.00

Timetable

All costs must be incurred between July 1, 2021, and June 30, 2022. Final costs must be invoiced to LHA no later than July 15, 2022, 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.