

Memo

February 8, 2023

To: Board of Public Works and Safety

From: Valerie Oakley, Project Manager, Lafayette Housing Authority

RE: Agreement between City of Lafayette and Lafayette Urban Ministry Public Facility Improvement Program Year 2019

The City of Lafayette received a reallocation of CDBG-CV (CARES Act) funding to be used to reduce the impact of the Coronavirus pandemic. To reduce the spread of the virus and help maintain a healthy environment in the emergency homeless shelter, Lafayette Urban Ministry will utilize \$16,000.00 of this award to install outdoor lockers. The lockers will allow personal belongings of homeless individuals to be securely stored outside the shelter. This project will accomplish a goal identified in LUM's healthy shelter initiative.

This agreement has been reviewed by the City Attorney and is submitted for your approval.

Please feel free to call me at 771-1309 with any questions.

Thank you.

**CDBG-CV SUBRECIPIENT AGREEMENT BETWEEN THE CITY
OF LAFAYETTE AND LAFAYETTE URBAN MINISTRY FOR A
PUBLIC FACILITY IMPROVEMENT
PROGRAM YEAR 2019**

This Agreement is entered into effective this _____ day of _____ 2023, by and between the City of Lafayette, Indiana (“the City”), an Entitlement City under the Community Development Block Grant Program-CV, and Lafayette Urban Ministry (“the Subrecipient”), an Indiana not-for-profit-corporation.

Whereas, the City has received funds from the United States Government authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, enacted March 27, 2020; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements; and

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

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) commonly referred to as the “CARES Act” was signed into law, which made available \$5 billion in CDBG coronavirus response (“CDBG-CV”) funds to prevent, prepare for, and respond to coronavirus;

Whereas, the Common Council of the City of Lafayette in Resolution 2022-21, adopted on August 1, 2022, did approve a 2019 City of Lafayette CDBG-CV program; and

Whereas, the Subrecipient is an organization qualified to receive CDBG-CV funding; and

Whereas, the Subrecipient desires to participate in the program by installing lockers for individuals experiencing homelessness to safely secure personal items as part of the agency’s Healthy Shelter Initiative in Lafayette, Indiana; and

Whereas, the City has awarded a grant up to \$16,000.00 to allow the Subrecipient 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 Subrecipient do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The City has awarded Sixteen Thousand Dollars (\$16,000.00) to the Subrecipient to assist with the installation of lockers at the emergency overnight shelter in Lafayette, Indiana, as described in the Subrecipient’s project narrative, which is attached as Exhibit A.

B. National Objectives

The Subrecipient certifies that the activities carried out with the funds provided under this Agreement will meet the CDBG-CV program national objective of benefiting low- and moderate- income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2) and the purpose of the CARES Act to prevent, prepare for, and respond to coronavirus.

CDBG-CV assistance is intended to supplement- not supplant-other public, private, or other assistance that has already been provided for the same need or loss. The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Platform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et. seq.) and all applicable Federal Register notices, including FR -6218-N-01. By executing this Agreement, the Subrecipient certifies that it has not already received and will not seek, other financial assistance for the expenses covered under this Agreement. The Subrecipient will update the City if they receive any assistance after the execution of this Agreement. The Subrecipient acknowledges and agrees that The Subrecipient must repay this CDBG-CV assistance to the City if the City determines that any assistance is duplicative for the same expense.

C. Eligible uses of said funds are limited to activities and tasks to be performed for installation of lockers for individuals experiencing homelessness to safely secure personal items as part of the agency’s Healthy Shelter Initiative in Lafayette, IN. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Subrecipient 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 in Exhibit A. If the level of services is estimated to be appreciably different from that noted Exhibit A, 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 narrative reports, and proof of eligible expenses by Subrecipient to disburse Program funds to Subrecipient 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 information, narrative, invoice, and leveraged funds report must be submitted for payment on or before January 15, 2024. The proportion of total CDBG-CV 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 Subrecipient 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

The public facility improvements shall begin by February 28, 2023 and be completed by December 31, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of CDBG-CV funds or other assets including program income. Subrecipient agrees the facility will continue to serve homeless persons or other eligible low-mod income residents for a period of two years. During this term, subrecipient will notify LHA of any change of use of the facility.

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-CV 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 Subrecipient shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Subrecipient 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 Subrecipient 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 Subrecipient 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 form LHA.

C. Documentation and Record-Keeping

The Subrecipient 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 Subrecipient 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 Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) 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 Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City’s, LHA’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained

from such person receiving service and in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

The Subrecipient'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 Subrecipient has control over CDBG-CV 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 quarterly basis

E. Non-expendable Property

1. Inventory

The Subrecipient shall keep inventory records, acceptable to LHA on all non-expendable property purchased under this Agreement. The Subrecipient 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 Subrecipient shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage. The Subrecipient shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

LHA will monitor the performance of the Subrecipient 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 Subrecipient 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 Subrecipient within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient. 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 Subrecipient is found in non-compliance with these audit requirements, the Subrecipient may be required to refund financial assistance received from the City.

H. Client Data

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipients who receive more than \$200,000 in HUD funding must fulfill 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 Subrecipient 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-CV projects that are publicized in the local electronic and print media will include specific mention of the desire of the City and its CDBG-CV recipients to work with women and minority business owners.

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient (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 grated on a case-by-case basis as described at 24 CFR 570.611(d). The Subrecipient 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 Subrecipient certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient 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 Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Subrecipient 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 Subrecipient 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 Subrecipient shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

I. Worker's Compensation

The Subrecipient 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 Subrecipient must enroll in and verify the work eligibility status of all newly hired employees of the Subrecipient through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Subrecipient will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Subrecipient shall execute an affidavit affirming that the Subrecipient has enrolled in and is participating in the E-Verify program and affirming that the Subrecipient 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, Subrecipient 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 Subrecipient must provide any further information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. (See subsection 3 below regarding executive compensation data).

1. System for Award Management (SAM) and Unique Entity Identifier (UEI)

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

2. Executive Compensation

The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAME if the Subrecipient 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

Subrecipient 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 Subrecipient shall still register and submit the other data requested.

M. Labor Standards – Davis Bacon Act

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a5; 40U.S.C. 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. For construction projects assisted with over \$2,000 of CDBG-CV funds, the Subrecipient agrees to comply with the labor standards provision of 24 CFR 570.603 and related local requirements which may be issued from time to time by the City. The Subrecipient shall include in applicable construction contracts the provisions of federal law imposing labor standards on federally assisted construction.

VII. GENERAL CONDITIONS

A. Applicability

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

B. General Compliance

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Subrecipient 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 Subrecipient 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 Subrecipient's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents, or employees.

F. Terms of Default

If Subrecipient 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 Subrecipient 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 Subrecipient. Upon default by the Subrecipient, the City, or LHA as its designee shall give the Subrecipient 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 Subrecipient and City for CDBG-CV 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 Subrecipient 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 Subrecipient concerning CDBG Funds programs, pending correction of the deficiency by the Subrecipient;
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 Subrecipient's program and/or any award for the any other CDBG Fund program funded to Subrecipient by the City;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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. Amendments

The City or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release LHA, the City, or Subrecipient 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 Subrecipient.

M. Conditional Approval

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

N. Authority to Execute

The Subrecipient 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 Subrecipient to execute this Agreement.

O. Publicity and Promotion

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

P. Grantor Recognition

The Subrecipient 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-CV funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Q. Reversion of Assets

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

R. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall, at all times, remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

S. 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.

T. Waiver

The City or LHA’s failure to act with respect to a breach by the Subrecipient 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.

U. Assignment and Transfer

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

V. 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:

Subrecipient

Wes Tillett, Executive Director
Lafayette Urban Ministry
420 N 4th Street
Lafayette, IN 47901
765-423-2691
wtillett@lumserve.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

W. Entire Agreement

This agreement constitutes the entire agreement between the Subrecipient and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Subrecipient and the Subrecipient with respect to this Agreement.

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

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 _____ 2023.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____

EXHIBIT A

**LAFAYETTE URBAN MINISTRY PUBLIC FACILITY IMPROVEMENT
PROGRAM YEAR 2019**

Amount of Award: \$16,000.00
Agency UEI: NM8EFZJ1X285
Agency Tax ID: 35-1300844

Project/Program Description

Lafayette Urban Ministry will be installing lockers at their emergency overnight shelter, located at 525 N 4th St, Lafayette, IN 47901. This is part of their Healthy Shelter Initiative and will provide individuals experiencing homelessness with a secure place to store personal items while utilizing shelter services.

Targeted Goals & Performance Measures

1. Lockers will be ordered and installed successfully and provide security for individuals utilizing shelter services.

Estimated Budget

Budget Category	CDBG-CV Amount
Locker purchase and installation	\$16,000.00
Total:	\$16,000.00

Timetable

All costs must be incurred between the date of this agreement and December 31, 2023. Final costs must be invoiced to LHA no later than January 15, 2024, 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 Subrecipient shall submit all necessary documentation and submit claims no less than quarterly. The Subrecipient understands that:

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

2. Claims for reimbursement will not be paid to the Subrecipient if the Subrecipient 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 Subrecipient 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.