

# Memo

February 14, 2017

To: Board of Public Works and Safety

From: Valerie Oakley, Lafayette Housing Authority Project Manager

RE: 2016-2017 Agreement between the Lafayette Housing Consortium and YWCA of Greater Lafayette –Fresh Start Program Tenant Based Rental Assistance

The YWCA of Greater Lafayette is utilizing HOME funds to provide tenant based rental assistance for participants on their Fresh Start Program. The Fresh Start Program provides 12 months of rent assistance to low-income victims of domestic violence, and their children, after they have exited the YWCA's domestic violence shelter. During this time, a YWCA-DVIPP case manager works with the participant. Fresh Start participants will have the option to seamlessly transfer onto a Housing Choice Voucher after the 12 months. This is an ongoing program.

This agreement enables the YWCA to provide 12 months of assistance for at least 5 families through August 2018.

Jacque Chosnek has reviewed and approved the Agreement.

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

Thank you.

**YWCA OF GREATER LAFAYETTE  
GRANTEE AGREEMENT  
2016-2017  
FRESH START PROGRAM**

**This Agreement** is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Lafayette Housing Consortium (“Consortium”), a Participating Jurisdiction (“PJ”) under the HOME Program, and YWCA of Greater Lafayette (“the Grantee”), an Indiana not-for-profit corporation.

**Whereas**, the Consortium, composed of the City of Lafayette (Lead Agency), which is its lead agency, the City of West Lafayette, the Town of Battle Ground, and the County of Tippecanoe, Indiana, has received a grant allocation under Title II of the National Affordable Housing Act of 1990 from the United States Department of Housing and Urban Development (“HUD”), administered by HUD according to law and regulations found at 24 CFR Part 92, CFDA #14.239; and

**Whereas**, pursuant to the terms of the grant, the Consortium is required to undertake certain activities to provide and expand the supply of decent, safe, sanitary and affordable housing in its jurisdiction; and

**Whereas**, pursuant to a certain Agreement for Grant Administration dated September 8, 2015, by and between the City of Lafayette and Lafayette Housing Authority (“LHA”), LHA will serve as grant administrator for the Program; and

**Whereas**, the Grantee desires to participate in the Program by providing tenant-based rental assistance for up to five (5) families that apply to participate in the domestic violence shelter’s Fresh Start Program (“Fresh Start”); and

**Whereas**, the Grantee has submitted a 2016 Agency Request for Funds Form requesting a grant up to Thirty Five Thousand Dollars (\$35,000.00) to conduct a HOME-funded tenant-based rental assistance program; and

**Whereas**, the Grantee has signed a Memorandum of Agreement with LHA which states that the Fresh Start rental assistance funds will be administered by LHA; and

**Whereas**, on June 6, 2016, the Consortium approved funding in the amount of Thirty Five Thousand Dollars (\$35,000.00) for the Grantee’s Fresh Start Program.

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

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**I. USE OF FUNDS**

**A. Purpose**

The Consortium agrees to fund up to Thirty Five Thousand Dollars (\$35,000.00) to the Grantee to provide tenant-based rental assistance for up to five (5) families participating in Fresh Start, as described in the Grantee’s 2016 Agency Request for Funds Form which is incorporated into this

Agreement by reference. The Grantee hereby represents and warrants that all information contained in the 2016 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 2016 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, a schedule for completing the tasks and an estimated budget as described in the Sub-recipient's 2016 Agency Request for Funds Form is attached as Exhibit A.

**B. Local Match**

The Consortium agrees to provide no less than Four Thousand Three Hundred Seventy-Five Dollars (\$4,375.00), or 12.5% of the HOME funds, from banked match as a local, non-federal contribution to the Project, which may be considered by the Consortium as meeting local match obligations in the Program.

**II. DISBURSEMENT OF FUNDS**

**A. Payment**

The Consortium agrees, upon submission of properly documented claims by LHA, as authorized by the Memorandum of Agreement, to disburse Program funds directly to landlords on behalf of Grantee up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the payment of eligible tenant based rental assistance. All claims shall be submitted by LHA on or before August 31, 2018 on properly executed claim forms along with documentation requirements listed in Exhibit B. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the Consortium from HUD.

**III. TIME OF PERFORMANCE**

All funds provided under this contract must be disbursed on or before August 31, 2018. The terms of this Agreement shall be in effect until the end of the period of assistance for all recipients or the date when the Grantee has drawn the final HOME payment for this project, whichever is later.

Although it is possible to amend the agreement as needed, under no circumstance can the project completion deadline extend beyond four (4) years. A project that is not completed within four (4) years is considered terminated and any HOME funds expended must be repaid to the Consortium.

**IV. PROGRAM INCOME**

It is not anticipated that this project will generate any program income. However, in the event that the project does generate program income, all program income generated by this project will be retained and utilized by the Grantee for use in other HOME eligible activities, but only after the written approval for such use.

## **V. PROJECT REQUIREMENTS**

### **A. Applicability**

The requirements of this section apply to all units, which are referred to as HOME-assisted units. Repayment to the Consortium of any HOME funds will be required if the HOME-assisted units do not meet the project requirements for any time during the affordability period.

### **B. Affordability**

LHA will insure affordability by monitoring the lease for the HOME-assisted units. The affordability period will be equal to the lease period. The level of assistance provided will be determined based on the same payment requirements used in LHA's Housing Choice Voucher Program. Assisted households will pay 30% of their adjusted gross income for rent and utility allowances. A copy of the policy that determines the amount to be paid by individual tenants for rent and utilities will be retained at LHA.

The payment standard for the level of rent paid will be equal to the Housing Choice Voucher Program's Voucher Payment Standard, not to exceed HOME Rents, as determined by HUD. Exception rents equal to 110% of the Fair Market Rents may be approved for up to 20% of the units leased under this program. All rent increases for any units under this program must be approved by LHA.

The standards for determining the number of bedrooms that a household is eligible to lease will be the same standards as currently used by LHA for the Housing Choice Voucher Program. A written copy of these standards shall be retained at LHA.

### **C. Property Standards**

All units leased through this program must meet Housing Quality Standards (HQS) and all applicable local housing and building codes and zoning ordinances. The Grantee must inspect all units to determine if they meet HQS and maintain inspection records. The HQS inspection shall include a lead based paint visual assessment.

All recipients residing in units constructed before 1978 must receive a disclosure notice and a pamphlet describing lead based paint hazards. The landlord or property manager should prepare the disclosure notice. The tenant must sign a copy before they move into the unit. The Grantee must maintain a signed copy of this notice in the tenant's file.

If there is a child under age 6 residing in the unit, with an environmental intervention blood level as defined in 24 CFR Part 35.1225, all lead based paint requirements outlined in 24 CFR Part 35 M must be followed. The file should contain these documents: Disclosure Notice, Risk Assessment Report, the Clearance Examination Report and the Lead Hazard Reduction Notice (if applicable).

The units leased under this program will be located in Lafayette, West Lafayette or within the five mile radius surrounding the cities. The units cannot be located within the municipal limits of the towns of Dayton, Shadeland or Clarks Hill. Units must not be located in the 100 year floodplain as shown on FEMA maps.

D. Assignment and Transfer.

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

E. Relocation and Acquisition.

The Grantee agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) and 49 CFR 24.

F. Labor Standards

When applicable for construction or rehabilitation of affordable housing with twelve (12) or more units assisted by HOME funds, the Grantee agrees to comply with the labor standards provision of 24 CFR 92.354 and related local requirements which may be issued from time to time. The Grantee shall include in applicable construction contract the provisions of federal law imposing labor standards on federally assisted construction.

G. Single Activity Status

This project will be set up in the federal information database system as a single activity. The Grantee understands and agrees that the projects will remain open and not be considered closed until the following HUD requirements are met:

1. Funds are drawn from the treasury account (through the Claim process),
2. complete documentation is received by the Consortium, and
3. complete activity documentation is entered into the federal information database system and the activity status is changed from Underway to Closed in the database system.

H. Participant Selection Requirements – Fresh Start Program

Program participants will be selected based on criteria outlined in the Grantee's Fresh Start Program Manual which must be approved by LHA. The household income of program participants shall not exceed 50% of the Area Median Income as determined by HUD for the HOME Program. Income will be determined using the standards in 43 CFR 5.609. Income source documentation must be less than six months old at the time of income certification. Income must be recertified annually.

I. Lease Standards

The lease must have a term of at least one year. The lease must meet all the requirements listed in 24 CFR 92.253 (a), (b) and (c). Tenants can only be evicted for cause. The Grantee must establish standards regarding when a landlord may elect to terminate or refuse to renew a lease of a household in this program.

## VI. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements.

The Grantee shall comply with all applicable federal administrative requirements, 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 from LHA.

**B. Documentation and Record-Keeping**

The Grantee shall ensure that sufficient records are maintained to enable the Consortium to determine whether the terms of this Agreement and the requirements of 24 CFR 92.508 (a) have been met. Such records shall include but not be limited to information such as name, address, income determination, family size, race, age, leasing arrangements, proof of payment to the landlord and housing inspections.

**C. Retention of Records**

Records shall be maintained in accordance with the requirements prescribed by HUD with respect to all matters covered by this Agreement. The Grantee shall ensure that all records pertinent to this Agreement are retained as specified in 24 CFR 92.508(c). Records must be retained for five years after the period of rental assistance terminates.

**D. Reporting**

At such times and in such forms as HUD may require, there shall be furnished to HUD such statements, records, data and information as HUD may request pertaining to matters covered by this Agreement.

Grantee shall prepare quarterly progress reports according to the following schedule:

<u>Activities conducted during:</u>	<u>Report due:</u>
July 1 – September 30	October 10
October 1 – December 31	January 10
January 1 – March 30	April 10
April 1 – June 30	July 10

**E. Non-expendable Property**

1. Inventory. The Grantee shall keep inventory records, acceptable to the Consortium 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 Program 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 under this Agreement as required by 24 CFR 92.504 (d).

**G. Audits and Inspections**

All project records with respect to any matters covered by this Agreement shall be made available to the Consortium, its designees, or the Federal government, at any time during normal business hours, as often as the Consortium or 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 retain a copy. In addition to any applicable requirements of current OMB policies, the Grantee shall separately classify and designate information regarding Consortium HOME 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 LHA 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 Consortium.

## **VII. OTHER FEDERAL OR STATE REQUIREMENTS**

### **A. Applicability**

The requirements of this section apply to all units assisted with HOME funds.

### **B. Religious Criteria**

The Grantee hereby certifies in accordance with 24 CFR 92.257, there will be no religious or membership criteria for applicants or tenants of this Project. It further agrees that funds provided under this Agreement shall not be provided to religious organizations for any activity, including secular activities or utilized for any religious activity to promote religious interests, or for the

benefit of any religious organization. The Grantee understands and certifies that HOME funds and activities must be separate (in terms of time and location) from explicitly religious activities.

C. Drug Free Workplace

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

D. Equal Opportunity and Fair Housing

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 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 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.

E. Affirmative Marketing Program

The Grantee agrees to comply with the requirements of 24 CFR 92.351 regarding following an affirmative marketing program for HOME assisted housing as described in Exhibit C.

F. 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.

HOME projects that are publicized in the local electronic and print media will include specific mention of the desire of the Consortium and its HOME 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.

G. Environmental

The Grantee agrees to comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 et. Seq.) as it is applied at 24 CFR 58, including any requirements which may be imposed by LHA as a result of its responsibility for environmental review, decision making and action under NEPA.

H. Prohibition of and Elimination of Lead-Based Paint Hazards

Notwithstanding any other provision adopted by applicable governmental units, the Grantee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et. Seq.) and its regulations set forth in 24 CFR 35 concerning, but not limited to, lead hazard evaluation, lead hazard reduction, safe work practices, testing, prohibition and abatement of lead-based paint in HUD associated housing. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint and use of safe work practices. Applicable properties assisted under this Agreement that will undergo or have undergone some

renovation conducted by the Grantee or contractors hired by the Grantee shall pass a clearance examination by a qualified contractor and safe work practices shall be used by all contractors disturbing paint surfaces, regardless of funding sources for the renovation.

I. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the Consortium, or its designees or agents, member of the governing body of the Consortium 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 92.356(d) and (e). 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 HOME Program, and no one with whom they have family or business ties, has any financial benefit, direct or indirect, in this Contract.

J. 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 Consortium or any Federal agency.

K. 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 U.S.C.

L. 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 – LL, “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 grantees 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.

M. 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.

N. 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.

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

FFATA reporting requirements will apply to any HOME 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).

a. Data Universal Numbering System (DUNS) number

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide 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>.

b. 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](http://www.sam.gov).

c. 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.

## VIII. GENERAL CONDITIONS

### A. 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 HOME program at 24 CFR 92 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. 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 Consortium 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.

### B. Remedial Action

The Consortium reserves the right to require repayment of part or all HOME funds under this Agreement if required by HUD in the exercise of corrective actions regarding the use of the funds by the Grantee, as authorized under the regulations governing the HOME program, or by the Consortium for non-compliance with the terms of this Agreement.

### C. Claims Against Consortium & LHA

The Grantee agrees to defend, indemnify and save harmless the Consortium 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 Consortium, its officers, agents or employees.

#### D. Terms of Default

If Grantee materially fails to comply with any term of this Agreement, violates any applicable Federal Statute or Regulation, or violates any assurance or certification made, 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 Consortium shall give the Grantee 10 days written notice to cure any default. A default under this Agreement, in the discretion of the Consortium, may be considered a default of any other Agreement between the Grantee and Consortium for any HOME Funds program. The failure to cure any default within 10 days may result in the Consortium taking enforcement action as described in Section VIII Paragraph E.

#### E. Enforcement

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

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between Consortium and Grantee concerning HOME 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 HOME Fund program funded to Grantee by the Consortium;
4. Withhold further awards for the program and/or awards for any other HOME Fund program funded to the Grantee by the Consortium;
5. Take other remedies that may be legally available or provided for in 24 CFR 85.43, including repayment of all funds provided to Grantee by the Consortium in the event the Consortium is required to repay said funds to HUD.

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

#### F. Suspension or Termination

Upon suspension or termination under Section VIII Paragraph E, costs of the Grantee incurred during suspension or after termination of an award are not allowable unless the Consortium 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 24 CFR 85.43(c) are met.

G. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 24 CFR 85.44.

H. 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.

I. 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.

J. Amendment

This Agreement may be amended at any time by mutual agreement of all parties.

K. Conditional Approval

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

L. Authority to Execute

The Grantee certifies that its governing body has duly adopted 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.

M. Publicity and Promotion

The Consortium and Grantee mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The Consortium and/or Grantee may host a public relations event upon completion of the activity to increase community awareness of the program and the activity.

N. Subcontracting

Performance of any activities required by this Agreement shall not be subcontracted, assigned, or delegated without the prior written consent of the Consortium.

O. 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 Agreement shall be directed to the following contract representatives:

Grantee: Debi DeBruyn, Executive Director  
YWCA of Greater Lafayette  
605 North 6<sup>th</sup> Street, Lafayette, IN 47901  
[ddebruyn@ywcalfayette.org](mailto:ddebruyn@ywcalfayette.org)

City: City of Lafayette; ATTN: City Attorney  
20 N 6<sup>th</sup> Street, Lafayette, IN 47901

LHA: Michelle Reynolds, Executive Director  
Lafayette Housing Authority  
City of Lafayette Federal Grant Administrator  
100 Executive Drive, Suite J, Lafayette, IN 47905  
[mreynolds@lha.lafayette.in.gov](mailto:mreynolds@lha.lafayette.in.gov)

**P. Waiver**

The Consortium'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 Consortium to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

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, LEAD AGENCY  
FOR LAFAYETTE HOUSING CONSORTIUM,  
BY ITS BOARD OF PUBLIC WORKS AND SAFETY**

Approved by the Board of Public Works and Safety on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
Gary Henriott, President

By: \_\_\_\_\_  
Norm Childress, Member

By: \_\_\_\_\_  
Cindy Murray, Member

By: \_\_\_\_\_  
Dawn Ross, Member

By: \_\_\_\_\_  
Ronald Shriner, Member

ATTEST:

By: \_\_\_\_\_  
Mindy Miller, Deputy Clerk

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



**EXHIBIT A**  
**DESCRIPTION OF TASKS, SCHEDULE, BUDGET**

**FRESH START PROGRAM**

**Description of task to be performed:**

The YWCA of Greater Lafayette's Domestic Violence Intervention and Prevention Program (DVIPP), in partnership with the Lafayette Housing Authority (LHA), will administer the Fresh Start Program. Fresh Start provides rental assistance (up to 12 months) and supportive services to victims of domestic violence, and their children, that are at risk of homelessness as a result of leaving an abusive relationship. At the end of the 12 month period, participants will have the opportunity to seamlessly transfer onto the Housing Choice Voucher Program administered by LHA as long as the participant is in good standing with the Fresh Start Program, has applied for a Housing Choice Voucher prior to the end of the 12 month program period, and continues to meet the Housing Choice Voucher Program requirements.

Tasks will be divided amongst YWCA-DVIPP and LHA staff as outlined in a Memorandum of Agreement. The YWCA is responsible for administering the program and providing case management to participants. LHA is responsible for administering rental assistance to participants.

**Schedule for completing the tasks:**

The program will run approximately eighteen months.  
Each household will receive up to twelve months of rental assistance.  
All households will begin receiving rental assistance on or before August 31, 2017 and all claims shall be submitted on or before August 31, 2018.

**Budget:**

Direct Rental Assistance	<u>\$35,000</u>
Total	\$35,000

**EXHIBIT B**  
**CLAIM DOCUMENTATION REQUIREMENTS**

LHA shall submit an invoice for payment on a monthly basis. The invoice shall include:

- Each monthly payment under contract
- Program delivery costs
- Total amount requested

Documentation of program delivery costs to be reimbursed shall be provided with each invoice.

LHA shall provide a HOME TBRA Set Up report – running list, updated for each new client.

LHA shall retain following documentation in electronic record system available for review as needed:

- Additional information for each new client:
  - Copy of HOME Rental Assistance Contract
  - Copy of Lease with Landlord
  - Copy of HQS & Lead Visual Inspection Report
  - Copy of the Signed Lead Paint Disclosure Notice
  - Income Calculation
  - Documentation for any changes to a client's monthly rent

**EXHIBIT C**  
**AFFIRMATIVE MARKETING POLICY**

**Policy Statement**

The City of Lafayette has adopted an affirmative marketing goal for CDBG / HOME-assisted residential units to assure that individuals who might not normally apply to own or rent such properties because of their race, color, ethnicity, religion, age, sex, handicap, or familial status, know of the opportunities and feel welcome to apply for ownership or rental opportunities.

**Procedures**

**1. Inform the Public, Potential Owners and/or Renters about Federal Fair Housing Laws and Affirmative Marketing Policies.**

The City will require owners, developers, and sponsors of properties that contain CDBG / HOME-assisted housing units (hereinafter referred to as "Grantee") to implement the affirmative marketing goal of the City of Lafayette to assure that individuals who normally might not apply for CDBG / HOME-assisted units because of their race, color, ethnicity, religion, sex, handicap, or familial status: a) know of the availability of such units, b) feel welcome to apply, and c) have the opportunity to own and/or rent the units.

Agencies and Grantees using CDBG / HOME funds for housing acquisition, rehabilitation, or down payment assistance will inform the public and potential owners and/or renters of CDBG / HOME-assisted units by the use of the Equal Housing Opportunity logo or slogan in press releases, solicitations and written communications to all groups, and by posting the Equal Housing Opportunity logo in each project building or rental office.

**2. Inform Public, Potential Owners and/or Renters about Available Units.**

Legally binding agreements will require the Grantee to market CDBG / HOME-assisted units in an affirmative manner in order to attract renters or owners who might not normally apply to own or rent such properties, regardless of their race, color, ethnicity, religion, sex, handicap, or familial status.

While soliciting owners or renters, the Grantee shall conduct outreach efforts to reach persons least likely to apply for the housing. The solicitations and advertising shall include the Equal Housing Opportunity logo, slogan, or statement. The Fair Housing poster shall be displayed where visible to applicants. Locations or contacts for outreach include, but are not limited to:

- A. Social service agencies
- B. Neighborhood groups and associations
- C. Local media
- D. Community contacts (groups/organizations located within the housing market area)
- E. Newsletters for senior citizens, disability or other special needs groups
- F. Community centers
- G. Places of worship

### **Marketing Plan Submission**

For all housing projects with five (5) or more HOME-assisted units, Grantee must submit a Marketing Plan in writing to the Lafayette Housing Authority for approval within sixty (60) days of the date of the executed contract and before the first draw is released. The Marketing Plan must include the following:

1. Methods for informing the public, owners and potential tenants about fair housing laws.
2. Description of what Grantee will do to affirmatively market housing assisted with HOME funds.
3. Identification of groups in the housing market area who are least likely to apply for the housing because of its location or other factors without special outreach.
4. Description of what Grantee will do to inform persons not likely to apply for housing without special outreach.

### **Record Keeping**

To document implementation of the Affirmative Marketing Program activities, Grantees will meet the record-keeping requirements of 24 CFR 92.508(a)5(i) and (ii) and 92.351 concerning racial, ethnic, and gender characteristics, and maintain the following records:

1. Complete demographic characteristics of all applicants.
2. Grantee's written acknowledgement of fair housing notice and laws.
3. Record of contact with applicants.
4. Copies of notices to social service agencies, neighborhood and other groups specified above.
5. Copies of press releases, media coverage, mailings and other pertinent information.

### **Assessment and Corrective Action**

The City will assess the affirmative marketing efforts for effectiveness using the following steps. If corrective action is necessary, the City will work closely with the Grantee until the issues are resolved.

1. To determine if good faith efforts have been made, the City will periodically compare the information contained in the records with actions taken to implement the affirmative marketing efforts.
2. To determine results, the City will examine whether persons from all racial and ethnic groups in the community either were aware of or applied for units that were affirmatively marketed.
3. The City may periodically perform ownership and/or tenant surveys to determine the source of referrals.
4. If it is determined that the Grantee has not affirmatively marketed the program, corrective actions may be required. These may include an initial conference to discuss required changes, possible disqualification from future participation in CDBG / HOME programs and/or legal action.