SOCIAL SERVICES AGREEMENT (2010-2011)
Food Finders Food Bank

THIS AGREEMENT, entered into this 10th day of August 2010, by and between the City of West Lafayette, Indiana, a municipal corporation, by and through its Board of Works and Safety, hereinafter referred to as "City" and Food Finders Food Bank , a not-for-profit agency, organized pursuant to the laws of the State of Indiana, hereinafter referred to as "Agency",

WITNESSETH:

WHEREAS, pursuant to the Federal Housing and Community Development Act of 1974 and amendments and additions thereto, (Public Law 96-399), a program for Community Development Block Grants (CFDA Number 14.218) was initiated; and

WHEREAS, the Department of Development of the City of West Lafayette, by and through its duly authorized director, has prepared and initiated an application for participation and utilization of the above mentioned funds, which has been approved by the Common Council of the City of West Lafayette, Indiana, and thereafter approved by the United States Department of Housing and Urban Development on or around the 14th day of July 2010; and

WHEREAS, it has been determined by federal and local officials that the City's activity is an eligible activity pursuant to the said Acts for allocation of a portion of the Community Development Funds for purchasing of social services which are supportive of and in addition to other Community Development activities; and

WHEREAS, the Common Council of the City of West Lafayette, Indiana, pursuant to RESOLUTION No. 09-10 adopted on the 2nd day of August 2010, did appropriate certain specific sums of money for the purchase of social services in the City of West Lafayette, Indiana, provided that said social service was a qualified and recognized social service agency to the citizens of the City of West Lafayette in connection with the Community Development Programs;

WHEREAS, the Agency hereunto is a duly authorized and qualified agency participating in said Community Development Program for the benefit of the citizens of the City of West Lafayette, Indiana; and

WHEREAS, the Mayor and Common Council of the City of West Lafayette have determined that the sum of four thousand, seven hundred and fifty dollars ($4,750.00) shall and is to be expended for the purchase of social services from the Agency referenced herein; and

WHEREAS, it is the purpose of the Agreement to expressly document the Agreement by the parties hereto for the benefit of the persons serviced by the said Agency;

NOW, THEREFORE, in consideration of the mutual covenants and agreements by and between the parties hereto and for other good and valuable consideration exchanged between the parties hereto, the parties do hereby agree as follows, to wit:

1. The City does hereby agree to utilize funds received from the United States Department of Housing and Urban Development under the Community Development Act, and more particularly, the Community Development Block Grant (CFDA Number 14.218), to purchase from the Agency services to West Lafayette residents, and primarily to residents of low and moderate income, elderly residents, or disabled residents, for the period of this Agreement.

2. It is agreed by and between the parties hereto that payments by the City for services rendered to said citizens of West Lafayette shall be for a period beginning the 1st day of July 2010, and ending the 30th day of June 2011, said services to be prorated over that period on a periodic basis. All claims for services rendered by the Agency shall be made to the Director of Development of the City of West Lafayette on the duly designated forms with proper verification thereof as required by the City's Clerk-Treasurer.

The said services and funds to be expended by the City to the Agency shall be for services provided to the City and/or its citizens. Said services and duties are described in Exhibit A which is attached hereto and made a part hereof. If Community Development Block Grant funds will be used for operations with funds of similar characteristics, then the Community Development Block Grant resource will be separately identified as a source of funds in accordance with the principles of accounting.

It is understood by the parties hereto that in the event that the Agency utilizes all funds allocated to this particular Agreement prior to the ending of the period covered herein, then in that event the City shall not be responsible for any further funding and this Agreement is of no further force and effect.

In addition, it is agreed that if, for whatever reasons, sufficient sums of money are not available from the federal government and/or are revoked or terminated by the federal government for any reason whatsoever, then in that event the City shall not be responsible to the Agency for any further funding per this Agreement whatsoever.

It is agreed by the parties that in the event the Agency does not, for the period herein, utilize or furnish services equaling the amount of this Agreement, then in that event said funds shall revert to the City and be placed in its Community Development General Fund or other fund as specified by the Clerk-Treasurer of the City of West Lafayette, and the Agency shall have no claim thereto.

Any CDBG program income, as defined in 24 CFR 570.500 (a) and 570.504, shall be reported to the City and retained by the Agency to be used for social services described in Exhibit A.

The Agency also agrees to complete monthly and annual reports on the approved form and to send such reports to the City. Such reports will differentiate the number and types of clients served within the City and will include data on the direct benefit to be reported according to the appropriate categorical columns.

The Agency also agrees to submit an annual budget, an annual financial report and a copy of the Agency's audit to the City and gives permission to the State Board of Accounts to examine the Agency's account if deemed necessary by the State Board of Accounts.

3. The terms and conditions of this Agreement are subject to release of the Community Development Block Grant Funds (CFDA Number 14.218) from the United States Department of Housing and Urban Development.

4. The Agency agrees that, upon expiration of this Agreement, it will transfer to the City any Community Development Block Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of Community Development Block Grant funds. In addition, any real property under the Agency's control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of $25,000, will be disposed of in one of two ways to be determined in writing by the City at the time of expiration.

a. Real property will be used to meet one of the national objectives, as defined in paragraph 570.208 of the same Community Development Block Grant Handbook referenced above. The meeting of national objectives will continue for five years after expiration of the Agreement, or such longer period of time as determined appropriate by the recipient; or

b. Real property will be disposed of in a manner which results in the recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditure of non Community Development Block Grant funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph (a) above.

5. The Agency agrees that no person on the ground of race, color, national origin, sex, age, religion, familial status or disability will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under CDBG-assisted programs.

The Agency agrees to comply with City and State civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The Agency will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance.

6. No employee, agent, consultant, officer, or elected official or appointed official of the City or Agency which is receiving CDBG funds, who exercise or have exercised any functions or responsibilities with respect to CDBG activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from such activities, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, except for approved eligible administrative or personnel costs or when an exception is granted in accordance with 24 CFR 570.611.

7. The Agency certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

The Agency further certifies that 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 undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

8. The City agrees to make available for inspection copies of CDBG regulations. The Agency agrees to abide by all applicable CDBG regulations (24 CFR 570) and local laws and ordinances.

9. The Agency 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.

10. The Agency shall in all printed brochures and other materials which provide information related to funding sources acknowledge the financial support of the City of West Lafayette's CDBG program where appropriate.

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

12. All Agency 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 the City 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 by the Agency. Failure of the Agency to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

13. The City reserves the right to require repayment of part or all of any payment under this Agreement if required by HUD in the exercise of corrective or remedial actions regarding the use of the funds by the Agency, as authorized under the regulations governing the CDBG program or by the City for noncompliance with the terms of this contract.

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

15. The City or Agency 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 the City or Agency from its obligations under this Agreement.

The City, at its discretion, may amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for 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 Agency.

16. Either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days before the effective date of termination. The City may also suspend or terminate this Agreement, in whole or in part, if the Agency materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein, and the City may declare the Agency ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Agency is in non-compliance with any applicable rules or regulations, the City may withhold all unpaid contract funds until such time as the Agency is found to be in compliance by the City, or is otherwise decreed to be in compliance.

EXHIBIT A

Food Finders Food Bank solicits donations of surplus food from manufacturers, wholesale distributors and retailers. Nonprofit agencies receive the product from Food Finders to give to the low income persons. The nonprofit agencies include food pantries that provide emergency food supplies; onsite feeding programs such as homeless shelters, soup kitchens, and senior centers; kitchens preparing food for the homebound; as well as agencies that supply food to day care centers, community centers, and Salvation Army programs and provide programs for unwed mothers, the mentally and physically disabled, drug and alcohol rehabilitation centers and camps for underprivileged children. The food provided by Food Finders Food Bank saves agencies eight to ten times the cost of purchasing food at retail stores. The West Lafayette Community Development Block Grant will provide funds for operational costs such as transportation and for the purchase of discounted food as necessary to provide 88,000 meals.