HOUSING SERVICES AGREEMENT (2010-2011)
NEW CHAUNCEY HOUSING, INCORPORATED

AMENDMENT NO. 1

The Agreement entered into on the 7th day of September, 2010, between the City of West Lafayette, Indiana and New Chauncey Housing, Inc. effective from July 1, 2010 through June 30, 2011, Section 12.0 is amended as follows:

12.0 Effective Date

This Agreement shall be effective from July 1, 2010 through September 30, 2011.

APPROVED DATE: _____, 2011

NEW CHAUNCEY HOUSING, INC.

_____
Board President or Executive Director
Federal ID_____

Attest:

_____
Community Development Representative

CITY OF WEST LAFAYETTE, INDIANA
A Municipal Corporation, by and through its Board of Public Works and Safety:

_____
John R. Dennis, Mayor

_____
Sana G. Booker, Member

_____
Bradley W. Marley, Member

_____
Jonathan C. Speaker, Member

_____
Elizabeth M. Stull, Member

Attest:

_____
Clerk-Treasurer Judith C. Rhodes

HOUSING SERVICES AGREEMENT (2010-2011)
NEW CHAUNCEY HOUSING, INCORPORATED

THIS AGREEMENT 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 New Chauncey Housing Incorporated, a not-for-profit agency, organized pursuant to the laws of the State of Indiana, hereinafter referred to as "Agency",

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, 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 City of West Lafayette has developed and implemented the Housing Initiatives, that through a housing development organization, acquires housing for the purpose of rehabilitation and resale to eligible homebuyers or provides rehabilitation or homebuyer assistance to eligible persons; and

WHEREAS, the City of West Lafayette and the New Chauncey Neighborhood Association wishes to increase homeownership and stabilize the housing through rehabilitation in the New Chauncey Neighborhood.

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:

1.0 Definitions

1.1 CDBG shall mean the Community Development Block Grant Program.
1.2 The program shall mean the Housing Initiatives and shall include the Acquisition and Rehabilitation Activity, Homeowner Rehabilitation and Emergency Repair Loan/Grant Activity and Homebuyer Assistance Activity.

2.0 Administration of Program

Agency shall carry out and be responsible for the administration and project delivery of the program for the City of West Lafayette.

3.0 Program Policies

3.1 The administration of the program shall be in accordance with policies and procedures as established by the City and in accordance with applicable CDBG regulations at 24 CFR 570.
3.2 The administration of the program shall be in accordance with the established guidelines of the Agency, as amended from time to time with City approval where applicable.
3.3 The City reserves the right to give approval to all acquisitions, dispositions, loans or grants and expenditures made with CDBG funds under the Program.
3.4 The Program shall benefit low to moderate income households or persons.

4.0 Responsibilities of the Parties

4.1 The Agency:
A. Shall provide administrative tasks that include but are not limited to the following:
1. Marketing the Program to persons who are eligible for participation.
2. Evaluate and approve client applications for assistance in accordance with established policies.
3. Identify properties for acquisition projects.
4. Prepare and maintain all financial records in accordance with the regulations.
5. Prepare all activity reports including beneficiary reports required by the City.
B. Shall provide services related to the delivery of the project that includes but not limited to the following:
1. Inspect, evaluate and select specific properties for projects.
2. Prepare with the assistance of the City all project pro-formas, all necessary loan and mortgage documents, project work write ups, bid specifications, contracts and all financial papers and reports as needed.
4.2 Agency shall hold title to all real property acquired through the program in accordance to all applicable regulations.
4.3 The City:
A. Shall provide technical assistance to agency that includes but is not limited to the following:
1. Inspection and evaluation of all potential project properties.
2. Assist in the preparation of all work write ups, bid specifications, contracts and contractor selection.
3. Assist in the preparation and/or review of all pro-formas, loan and financial papers.
4. Assist in the preparation of environmental reviews of all projects.
5. Assist in the preparation of any required reports.

B. The City agrees to make available for inspection copies of CDBG regulations and applicable local laws and ordinances.

5.0 Disbursement of Project Funds and Payment for Services

5.1 The City agrees to provide projects funds as allocated to the Agency in the Annual Plan as appropriated in Resolution No. 09-10 in the amount of $90,000 and adopted by the Common Council on August 2, 2010. The terms and conditions of this Agreement are subject to release and availability of the 2010 CDBG Funds from the United States Department of Housing and Urban Development.

5.2 All property acquisition costs will be reimbursed to the agency or paid to the agency in anticipation of a scheduled closing upon the filing with the City an invoice and a copy of the settlement statement.

5.3 All actual homebuyer assistance costs or rehabilitation and project delivery costs will be reimbursed to the Agency upon filing with the City an itemized invoice by project/property address and upon approval by the City.

5.4 Allowable actual administrative costs including salaries and payroll related obligations will be reimbursed to the Agency not to exceed 20% of the total annual project funds plus program income or up to the budgeted amount of the CDBG General Program Administration allocation for NCHI whichever is less minus applicable HOME operating or project development funds if available from the Consortium. The City will reimburse the Agency upon filing an itemized invoice.

5.5 All reimbursement to be made on a monthly or by project basis.

5.6 Program income as defined in 24 CFR 570.500 (a) and 570.504, shall be reported to the City but retained by the Agency to be used for the continuation of the program. Program income will be utilized before the Agency requests reimbursement for services and project.

6.0 Records and Reports

6.1 The Agency agrees to keep and maintain accurate books and records relating to the performance of this Agreement in accordance with generally accepted accounting practice and OMB Circular A-122 and the following attachments to OMB Circular A-110: A, except paragraph 4; B; C; F, except paragraph 2H; H, paragraph 2; N, except paragraph 3 and include modified paragraphs 6 and 7; and 0; and Circular A-133.

6.2 Such books and records shall be kept for three years after completion of the Agreement and shall be open to examination and inspection by the City, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representative for the purpose of making audits, examinations, excerpts, or transcriptions.

6.3 Data on the extent to which each racial and ethnic group, single head of household (by gender), by household income, age or required performance measurement data on any person or household who have applied for, participated in, or benefited from, and program or activity funded in whole or in part with CDBG funds shall be maintained and provided to the City upon request.

6.4 Agency shall furnish such other statements, records, data, and information as the City or the State Board of Accounts may request pertaining to matters covered by this Agreement at such times and in such forms as the City or the State Board of Accounts may require. Agency shall provide a copy of the annual audit, annual budget and annual report to the City.

7.0 Equal Opportunity

7.1 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.
7.2 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.
7.3 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.
7.4 The Agency shall administer the Program in a manner to affirmatively further fair housing.

8.0 Conflict of Interest

No employee, agent, consultant, officer, or elected official or appointed official of the City or the Agency, who exercise or have exercised any functions or responsibilities with respect to any activities that are a part of this program, or who are in a position to participate in a decision making process or gain 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 there under, 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.

9.0 Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing to attempting to influence an officer or employee or 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.

b. 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.0 Changes and Termination

10.1 Either party may terminate this Agreement upon at least thirty (30) days written notice to the other party specifying the effective date of termination.
10.2 Termination of this Agreement shall not affect any loans outstanding or committed to borrowers except that all outstanding loans financed from the CDBG Funds in that account shall become the property of the City.
10.3 The Agency agrees that, upon termination 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 in whole or in part with Community Development Block Grant funds 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.

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.

11.0 General Terms

11.1 This Agreement sets forth the entire understanding of all parties with respect to the subject matter hereof, and this Agreement can be modified only by a writing signed by all parties.
11.2 The performance covered by this Agreement shall not be assigned, subcontracted, or delegated without the prior written consent of the City.
11.3 The Agency hereby agrees to defend, indemnify, and save harmless the City from any and all claims or any nature whatsoever which may arise from the Agency's performance of this Agreement, provided, however, that nothing contained herein shall be construed as rendering the Agency liable for the acts of the City, its officers, agents or employees.
11.4 The Agency shall carry a fidelity bond in an amount specified by the City covering the employees specified by the City.

11.5 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.

11.6 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.

11.7 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.

12.0 Effective Date

This Agreement shall be effective from July 1, 2010 through June 30, 2011.

APPROVED DATE: 9/7, 2010

NEW CHAUNCEY HOUSING, INC.

Board President or Executive Director

Federal ID 35-2045914

Attest:

Board Secretary or Community Development Representative

CITY OF WEST LAFAYETTE, INDIANA
A Municipal Corporation, by and through its Board of Public Works and Safety:

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