SOCIAL SERVICES AGREEMENT (2011-2012)
Food Finders Food Bank

THIS AGREEMENT, entered into this ____ day of October, 2011, 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 1st day of August 2011; 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. 11-11 adopted on the 1st day of August 2011, 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 and Ninety-Seven Dollars ($4,097) 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, 2011, and ending the 30th day of June, 2012, 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 generated, 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. Program income received before expiration of this agreement may be retained by the recipient

if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds. Program income in the form of repayments to, or interest earned on, a revolving fund as defined in § 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity. Substantially all other program income shall be disbursed for eligible activities as described in Exhibit A before additional cash withdrawals are made from the U.S. Treasury.

The Agency also agrees to complete quarterly 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, which should include an A-133 audit should the agency expend more than $500,000 in federal funds annually, 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 must follow federal procurement rules when purchasing services, supplies, materials, or equipment. The Agency shall establish written procurement procedures. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest, as well as, noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Good procurement should identify and clearly specify standards for the goods or services the Agency wants to obtain, seek competitive offers to obtain the best possible quality at the best possible price, use a written agreement that clearly states the responsibilities of each party, keep good records, and have a quality assurance system that helps the Agency get what it pays for.

Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness and allowability.

There are four methods of procurement that are identified in the federal regulations. They are small purchase procedure, sealed bid, competitive proposal, and non-competitive proposal.

a. Small purchase procedure allows the Agency to acquire goods and services totaling no more than $100,000, without publishing a formal request for proposals or invitation for bids.

This method of procurement is typically used to purchase commodities such as equipment or other materials. In the event that a grantee is purchasing materials that will exceed $100,000, they must use the sealed bid process. In general, the small purchases procedures also should not be used to acquire construction contractors. It is recommended that these acquisitions occur under the sealed bid approach outlined below. Under the small purchases method, the Agency sends a request for quotes to potential vendors with a detailed description of the goods or services needed. In return, they receive competitive written quotations from an adequate number of qualified sources. Each quote should include pricing information that allows the grantee to compare costs across bidders and ensure cost reasonableness. Documentation of the quotes shall be maintained in the Agency's files. The award should be made to the lowest responsive and responsible source.

b. Sealed bid (Formal Advertising) should be used for all construction contracts or for goods costing more than $100,000. Competitive sealed bidding requires publicly solicited sealed bids and a firm-fixed-price lump sum or unit price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price. In order for formal advertising to be feasible, the following minimum conditions must be present: A complete, adequate and realistic specification or purchase description is available, two or more responsible suppliers are willing and able to compete effectively for the Agency's business, the procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can appropriately be made principally on the basis of price.

When the competitive sealed bid (formal advertising) process is used, the following requirements apply:

Publication Period: The invitation for bids must be publicly advertised and bids solicited from an adequate number of suppliers. The publication should be published at least once in a newspaper of general circulation, providing sufficient time prior to bid opening. If the publication period is not of sufficient time to attract adequate competition, the bid may have to be re-advertised.

Clear Definition: The invitation for bids, including specifications and pertinent attachments, must clearly define the items or services needed in order for bidders to properly respond to the invitation.

Public Opening: All bids must be opened publicly at the time and place stated in the invitation for bids. The public is allowed at that time to review the bids.

Selection and Contracting: A firm-fixed-price contract award must be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs must be considered in determining which bid is lowest.

Rejection of all Bids: All bids may be rejected when sound documented reasons exist. Such documentation shall be made a part of the files.

c. Competitive proposals are used to purchase professional services where the total cost will exceed $100,000. Under this procurement method, the Agency must publish a written

request for submissions and then review these submissions based on established selection criteria. The Agency must solicit proposals from an adequate number of qualified sources. Under this approach, there are two possible methods of soliciting proposals. A request for proposals asks that offerers submit both qualifications and cost information. A request for qualifications can be used for purchasing architecture and engineering services. It only asks for information on the offerer's expertise/experience and not on cost, subject to a negotiation of fair and reasonable compensation. When acquiring any service that is not architecture or engineering, the full RFP process must be used. When acquiring architectural or engineering services, either a RFP or a RFQ may be used. When Competitive Proposals are utilized, the following requirements apply:

Publication Period: Proposals must be solicited from an adequate number of qualified sources and an advertisement must be published. RFPs/RFQs should be published in a sufficient timeframe before the proposals/qualifications are due.

Clear Definition: The RFP/RFQ must identify the general scope of work and all significant factors of evaluation, including price where appropriate, and their relative importance.

Technical Evaluation: The grantee must provide a mechanism for technical evaluation of the proposals received, determinations of responsible offerer and the selection for contract award.

Award: Award may be made to the responsible offerer whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerers should be notified promptly. The contract can be either a fixed price or a cost reimbursement type.

d. Non-competitive procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:

Where the item is available only from a single source.

Where a public emergency or urgent situation is such that the urgency will not permit a delay beyond the time needed to employ one or the other procurement methods.

Where after solicitation of a number of sources, competition is determined inadequate.

5. 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 (Low/Mod, Slum/Blight, Urgent Need), 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. The City will monitor the performance of the Agency against goals and performance standards required herein. Once a monitoring visit has been completed, the City will provide the Agency with a report of conclusions and/or findings. If findings are made, suggestions and/or resolutions will also be provided. 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.

13. 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.

Under the uniform administrative requirements of the CDBG regulations, the Agency is required to retain and make available all records and documents related to CDBG activities for a period of not less than four years.

14. 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.

15. 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.

16. 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.

17. 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 low cost food and essential non-food items.

This exhibit pertains to the contract agreement for the CDBG program year 2011-2012, which starts July 1, 2011 and ends June 30, 2012. The contract amount for this program year is $4,097.00 and will be disbursed as quarterly reimbursements in the amount of $1,024.25.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Food Finders Food Bank

Katy O. Bunder

Executive Director

Management Team
Federal ID# 31-1020198

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:

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

Attest:

Judith C. Rhodes, Clerk-Treasurer