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HOUSING SERVICES AGREEMENT (2011-2012)
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 1st day of August, 2011; 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. 11-11 in the amount of $70,000 and adopted by the Common Council on August 1, 2011. The terms and conditions of this Agreement are subject to release and availability of the 2011 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 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 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 the continuation of the program. 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 this agreement before additional cash withdrawals are made from the U.S. Treasury.

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 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 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. An A-133 audit is required should the Agency expend more than $500,000 in federal funds annually.

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, religion, national origin, sex, familial status, 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 (Low/Mod, Slum/Blight, Urgent Need), 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. 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.
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 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.

13.0 Effective Date

This Agreement shall be effective from July 1, 2011 through December 31, 2012.

APPROVED DATE: _____, 2011

NEW CHAUNCEY HOUSING, INC.

Ann K. Brandyberry

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:

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