

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
BLIGHT ELIMINATION PROGRAM (“BEP”)  
RECIPIENT & PROGRAM PARTNER AGREEMENT**

Award Number

**THIS INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY BLIGHT ELIMINATION PROGRAM (“BEP”) RECIPIENT and PROGRAM PARTNER AGREEMENT** (the “Agreement”) is made and entered into as of January 1, 2020 (the “Effective Date”) by and between the Indiana Housing and Community Development Authority (“IHCDA” or the “Authority”), a public body corporate and politic of the state of Indiana (the “State”), \_\_\_\_\_ (the “Recipient”), and \_\_\_\_\_ (“Program Partner”).

In consideration of the following mutual undertakings and covenants the parties agree as follows:

1. Purpose. The purpose of this Agreement is to enable IHCDA to award to Recipient an allocation of \_\_\_\_\_ Dollars and 00/100 Dollars (\$ \_\_\_\_\_ .00) (the “Award”) as of \_\_\_\_\_ (the “Award Date”) for use by the Recipient pursuant to its BEP application, submitted to IHCDA on \_\_\_\_\_ as approved and/or modified by IHCDA (the “Application”), which is hereby incorporated by reference in its entirety. The Award shall be used exclusively by the Recipient in conjunction with its Program Partner in accordance with the Application, this Agreement, BEP notices issued by IHCDA’s Asset Preservation Department (“Notices”) and applicable provisions of Indiana and Federal law, which establish the authority to make this Award, and any rules promulgated thereunder.

The purpose of the award is to allow Recipient in conjunction with its designated Program Partner, to acquire and demolish blighted residential structures and facilitate an end use of the newly vacant residential lots. The Recipient has been allocated an award of
2. Award. IHCDA hereby awards to the Recipient the Award for use by the Recipient and its designated Program Partner pursuant to Recipient’s Application, the terms of this Agreement, and any and all Notices. The Recipient detailed in its Application geographic target areas where eligible blighted residential structures are located. The Funds may only be used to acquire and demolish such blighted residential structures and facilitate the end use of the newly vacant residential lots as detailed in the Application. The Recipient and its designated Program Partner shall facilitate the acquisition and demolition of approved residential structures and facilitate the designated end-use of the subject Project properties. The activities of the Recipient in conjunction with its Program Partners described in the Application to acquire and demolish qualifying blighted residential structures and facilitate the end use of the lots shall be known as the “Project”.

The Recipient hereby accepts the Award and agrees to complete the Project in accordance with the Application, this Agreement, and all BEP Notices. In addition to the foregoing, the Recipient shall complete the Project in accordance with the 2019-2020 BEP Procedural Timeline. Amendments to the Application and Project resulting from Project negotiations, modifications or corrections to meet statutory and regulatory requirements, or to substitute or change qualifying residential structures shall be made on the Waiver form designated by IHCDA.

3. Changes to the Project.
  - (a) Program Partners: The Project was approved, in part, based upon the Program Partner included in the Recipient’s Application, and any change of the party who will serve as the Program Partner shall be approved by IHCDA upon application by the Recipient. The use of an unapproved program partner is considered a material breach of this Agreement.

- (b) Approved Properties: Recipient submitted to IHCDA a designated list of properties with residential structures with its Application. Any request to remove or substitute a property or residential structure from the Project must be made using the Waiver form designated by IHCDA. IHCDA has conditionally accepted the structures submitted with the Application to be included in the Project. Final written approval (“FWA Notice”) of such properties requested by the Recipient will be given within ten (10) business days of the BEP Hearing(s) required by BEP Notice BEP-14-12. No structures may be demolished until the FWA Notice has been issued by IHCDA. The demolition of any structure prior to the issuance of the FWA Notice by IHCDA is considered a material breach of this Agreement and may result in any of the consequences set forth in Section 17(a)(i) of this Agreement.
- (c) Funding Requests: Each property on the FWA Notice will be assigned to a funding Tier, more fully described in Section 15, below. IHCDA reserves the right to alter the funding Tier of any property. Any information that would result in the change of a property’s assigned Tier must be reported by the Recipient or Program Partner to IHCDA in writing. The Recipient and Program Partner acknowledge that intentionally withholding information or tendering false or misleading information concerning the funding Tier to which a property is assigned is a violation of this Agreement.

4. Audits and Maintenance of Records.

- (a) The Recipient acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.* and audit guidelines specified by IHCDA.
- (b) The Recipient shall make all books, accounting records, financial statements, tax returns, and other related documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- (c) If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Agreement, the Recipient shall arrange for a financial and compliance audit of funds provided by IHCDA pursuant to this Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Recipient is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Recipient's fiscal year. The Recipient agrees to provide the Indiana State Board of Accounts and IHCDA an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Recipient, and not of a parent, member, or subsidiary corporation of the recipient, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or IHCDA to be in its the best interests. The audit shall include a statement from the Auditor that the Auditor has reviewed this Agreement and that the Recipient is not out of compliance with its financial aspects.

5. Representations, Warranties, and Covenants of Recipient. The Recipient hereby represents and warrants to the Authority and covenants with the Authority that:

- a. (1) its Application contains no false or misleading information designed to induce IHCDA to make the Award; (2) any information contained in the Application that it finds to be false or misleading will immediately be reported to IHCDA in writing; and (3) it will immediately report to IHCDA in writing if the Recipient learns that any information in the Application is false or

misleading. Recipient expressly agrees to pay back to IHCDA any portion of the Award paid to it under this Agreement upon request by IHCDA, should it be determined it knowingly provided false or misleading information, which was designed to induce the grant of the Award.

- b. It has submitted a request to extend the Project Term (defined in Section 7, below) either by submitting a Letter of Eligibility for an Automatic Extension or by Petition. In the event the Recipient has submitted a Petition to extend the Project Term, the Recipient represents that (1) its Petition contains no false or misleading information designed to induce IHCDA to extend the Project Term and (2) any information contained in the Letter for Extension that it ever believes to be false or misleading will immediately be reported to IHCDA in writing. Recipient expressly agrees to pay back IHCDA any portion of the Award paid to it under this or any prior BEP Agreement upon request by IHCDA, should it be determined it knowingly provided false or misleading information, which was designed to induce an extension of the Project Term.
- c. It shall timely perform or cause to be performed all tasks related to the Project.
- d. It shall supervise the Program Partner throughout all aspects of the Project.
- e. It shall timely do each and every act and thing that may be necessary and/or appropriate to perform its duties and obligations under this Agreement and the Application and in furtherance of the Project.
- f. It shall not expend any part of the Award for purposes other than the Project or spend more of the Award for any portion of acquisition or demolition or other capped expense than specified in the Application or the Allowable Expense Chart, posted at <https://877gethope.org/blight> and incorporated herein by reference in its entirety as amended from time to time, without the prior written consent of the Authority.
- g. It shall keep and, upon request, timely submit such records and reports as may be requested from time to time by the Authority.
- h. It has not taken and will not take, and has not failed to take and will not fail to take, any action or permit any action within its control to be taken, the result of which would cause the Project to be compromised. It shall timely prepare all fiscal and management records required by this Agreement, BEP Notices, the Application, and the Authority to effectively administer and/or monitor the Project. It will maintain books, records, documents, and other evidence pertaining to the Project and all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all activities undertaken in connection with the Project and all costs for which payment is claimed under this Agreement.
- i. Except as permitted by written approval from the Authority after submission of the Waiver Form, the Recipient will not alter its list of residential structures submitted with its Application, including but not limited to the removal of any approved residential unit or the addition of any residential unit to the Project.
- j. Except as permitted by written approval from the Authority after submission of a Waiver Form, the end use of any real property in the Project will not be altered from that stated in the Application.
- k. It guarantees total satisfactory performance of all work contemplated by this Agreement, and it shall take any and all action necessary including, for purposes of illustration, that which is requested by the Authority to correct or otherwise cure any problems or deficiencies identified by IHCDA during its monitoring and evaluation of the Project.
- l. It certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an elected official, appointed official, officer, director, owner,

partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Agreement.

- m. It has or will in a timely manner perform all acts required by all BEP Notices, including but not limited to BEP Notice 14-12 and its mandates for the facilitation of citizen participation.
  - n. It expressly represents and warrants to IHCDA that the information set forth in its Application is true, complete and accurate. The Recipient expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its application.
6. Representations, Warranties, and Covenants of the Program Partner. The Program Partner hereby represents and warrants to the Authority and covenants with the Authority that:
- a. It has reviewed the Application submitted by the Recipient and, to the knowledge of the Program Partner, that (1) the information contained therein with regard to the Program Partner is accurate or correct; (2) the Application contains no false or misleading information about the Program Partner; and (3) if the Program Partner obtains information that any information or documentation provided by the Recipient or any program or community partner designated in the application was false or misleading, Program Partner will immediately report such information to IHCDA in writing.
  - b. It acknowledges that the Recipient has expressly agreed to repay all monies paid to it under this Agreement if it is found that Recipient provided knowingly false or misleading information. In the event that the Recipient must repay Funds from the Award, the Program Partner acknowledges that it will have no cause of action against IHCDA for any obligations that the Program Partner has undertaken or is obligated to undertake to facilitate the Project.
  - c. It shall timely perform or cause to be performed all tasks within its control related to the Project.
  - d. It shall supervise all activities undertaken on real estate titled in its name throughout all aspects of the Project.
  - e. It shall timely and promptly do each and every act and thing that may be necessary and/or appropriate to perform its duties and obligations under this Agreement and the Application to complete the Project.
  - f. It acknowledges that Recipient shall submit claims to draw from the Award and acknowledges that acquisition costs and other eligible expenses are capped, as described in Section 15 herein. The Program Partner has reviewed the Application and the Allowable Expense Chart and acknowledges that fees and costs in excess of the capped amounts may not be paid from the Award. Allocation and cost overruns will be the obligation of Recipient and Program Partner and not the responsibility of IHCDA.
  - g. It shall keep and, upon request, timely submit to Recipient any and all documentation necessary for Recipient to complete its reporting requirements under this Agreement as well as submit to IHCDA documentation including records and reports as may be required from time to time.
  - h. It has not taken and will not take, and has not failed to take and will not fail to take, any action or permit any action within its control to be taken, the result of which would cause the Project to be compromised. It shall timely prepare all fiscal and management records required by this Agreement, BEP Notices, the Application Packet, and the Authority that are necessary or appropriate to effectively administer and monitor the Project. It will properly maintain books, records, documents, and other evidence pertaining to the Project and all costs and expenses

incurred and revenues received under this Agreement in sufficient detail to reflect all activities undertaken in connection with the Project and all costs for which payment is claimed under this Agreement.

- i. It understands and acknowledges that the Recipient submitted a list of properties with its Application, which has been conditionally approved for the Project. The Program Partner acknowledges that only the Recipient may request a modification to the properties that are a part of the Project and included with the Application.
  - j. It assumes title to each and every Project property at its own risk. IHCD A makes no representation as to the quality of title of any parcel included in the BEP.
  - k. It will guarantee reasonable access to its Project properties for any reason upon request by IHCD A.
  - l. It certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an elected official, appointed official, officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Agreement.
  - m. It expressly represents and warrants to IHCD A that the information set forth in the Application concerning Program Partner is true, complete and accurate. This includes information concerning which properties Program Partner will hold title to and the intended end use of those properties. Program Partner acknowledges and understands that the Recipient expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its application, including any material misrepresentations made by the Program Partner in the information it provided to the Recipient for the Application.
  - n. It understands and acknowledges that no demolition activity shall occur on a property owned by the Recipient. The Program Partner shall verify that title to a Project property is vested in the Program Partner prior to any demolition activity on any Project property.
7. Term of Agreement. This Agreement shall commence as of the Effective Date and shall remain in effect through March 31, 2021 (the “Term”). However, the Recipient must expend the entire amount of the Award by November 2, 2020, the conclusion of the Project Period (defined in Section 16, below). All Award funds not expended by November 2, 2020, the conclusion of the Project Period shall be forfeited by the Recipient and all parties that may have claimed from the Recipient.
8. Payment Schedule. All payments will be made in arrears only. The Authority shall disburse to the Recipient a cumulative amount not in excess of the Award upon receipt of a request for disbursement in the form of a claim provided to IHCD A through IHCD AOnline (a “Claim”). Each Claim shall include (i) all proper materials, receipts, and approvals provided herein, together with such other documentation as the Authority may, from time to time, request; and (ii) appropriate assurance and/or evidence satisfactory to the Authority that the Recipient is in full and strict compliance with this Agreement. At a minimum, each Claim shall contain the following information: address of property, uses of funds, target area, activity, approved expense, funds budgeted and funds expended, beginning and ending dates of activities, and corresponding invoices. All Claims submitted without necessary supporting documents will be rejected. The first Claim submitted through IHCD AOnline for each Project property where Funds are not being used for acquisition must include the following: (1) a copy of the recorded deed vesting title in the Program Partner;
- (2) the fully executed Demand Note; (3) the fully executed Note; (4) the fully executed and recorded Mortgage; (5) a copy of the property record card from the applicable County Assessor’s Office showing

that the Program Partner is the property's owner of record; and (6) associated invoices. All such documents must be part of the first Claim for reimbursement for each and every residential structure where acquisition costs are not incurred. All Claims submitted without necessary supporting documents will be rejected.

The first Claim submitted through IHCDAOnline for each property where Funds are being used for acquisition must include the following: (1) a copy of the purchase agreement, letter of intent to sell, or sales agreement; (2) a fully itemized statement of all expenses the Recipient seeks to recover as acquisition costs; (3) the fully executed Demand Note; (4) the fully executed Note; and (5) associated invoices. All such documents will be considered part of the first Claim for reimbursement for each and every residential structure where acquisition costs will be incurred.

The second Claim submitted through IHCDAOnline for each property where Funds are used for acquisition must include the fully executed and recorded Mortgage and a copy of the property record card from the applicable county Assessor's Office showing that the Program Partner is the owner of record.

The Recipient shall maintain one designated BEP account for Funds. Upon Claim approval, Funds will be wired to the designated BEP account. The Recipient will be tasked with disbursing Funds to pay approved Claims. All statutes impacting the receipt and disbursement of Funds to an account maintained by a unit of government including a city, town or county shall apply to the Funds received and disbursed by the Recipient.

9. Progress Reports. The Recipient shall submit progress reports to IHCDA in the form, manner, and frequency specified by IHCDA, as amended by IHCDA from time to time, or as otherwise instructed by IHCDA. The progress reports shall serve the purpose of assuring IHCDA that work is progressing in line with the proposal or schedule in the Application, and that completion can be reasonably assured in accordance with the 2019-2020 BEP Procedural Timeline. The Recipient's failure to materially meet the milestones, outputs and outcomes specifically set forth herein, in published BEP Notices, and in the 2019-2020 BEP Procedural Timeline may be considered a breach of this Agreement, resulting in IHCDA's recovery of all unexpended Funds from the Recipient and termination of this Agreement pursuant to Section 17 of this Agreement.
10. Compliance with Laws.
  - (a) Any action, review, recommendation, approval, or other activity taken by or on behalf of the Authority does not expressly or impliedly, directly or indirectly, suggest, represent, or warrant that the Recipient, Program Partner or the Project is in compliance with applicable statutes, rules, regulations, applications, or other statements. Rather, the Recipient and the Program Partner acknowledge that they are responsible for all such determinations.
  - (b) The Recipient and Program Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
  - (c) The Recipient shall carry out the Project in accordance with the conflict of interest provisions prescribed in 24 CFR 92.356(f).
  - (d) The Recipient certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. Further, the Recipient agrees that any payments in arrears and currently due to the State may be withheld from payments due to the Recipient. Additionally, further payments may be withheld, delayed, or denied and/or this Agreement suspended until the Recipient is current in its payments and has submitted proof of such payment to the State and IHCDA.
  - (e) The Recipient and Program Partner each warrant that there are no pending, current, or outstanding criminal, civil, or enforcement actions initiated by the State against them and agree that they will immediately notify IHCDA of any such actions against them.
  - (f) If a valid dispute exists as to the Recipient's and/or Program Partner's liability or guilt in any

action initiated by the State or its agencies, and IHCDA decides to delay, withhold, or deny funding to the Recipient, the Recipient may request that funding be continued. The Recipient must submit, in writing, a request for review to the Indiana Department of Administration (“IDOA”) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that IHCDA may delay, withhold, deny, or apply under this Subsection (f) shall not be subject to penalty or interest except as permitted by IC 5-17- 5.

- (g) The Recipient warrants that the Recipient, its Program Partner, and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCDA. Failure to do so is a material breach and grounds for immediate termination of this Agreement and denial of further payment by IHCDA.
- (h) The Recipient hereby affirms that it is current and owes no outstanding reports to any division of the state government, governmental or quasi agency or enforcement body for the State of Indiana.
- (i) The Recipient and Program Partner certify that neither of them or any of their principals or agents (A) has materially violated the terms of (i) IC 24-4.7 (Telephone Solicitation Of Consumers), (ii) IC 24-5-12 (Telephone Solicitations), or (iii) IC 24-5-14 (Regulation of Automatic Dialing Machines) in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by Federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by Federal law.
- (j) The Recipient and Program Partner certify that neither of them or any of their principals or agents (A) has materially violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by Federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by Federal law.

#### 11. Limitations on Expenditures of Program Funds.

- (a) Costs associated with the environmental review, program delivery, Application delivery, or property acquisition may be incurred by the Recipient, at its election, prior to the Effective Date. This authorization to incur such costs under the Award, however, does not constitute a guarantee that such costs will be paid or reimbursed by the Authority. All costs incurred prior to the Effective Date are incurred voluntarily, at the risk of the party incurring the cost, and upon its own credit and expense.
- (b) The Recipient acknowledges that the Award is comprised of a series of forgivable loans. The Award is not a grant. Under certain circumstances the Recipient could be obligated to repay Funds.
- (c) The Program Partner hereby acknowledges that it will be required to execute a demand note memorializing the loan from IHCDA to the Program Partner for each and every individual property that is part of the Project. The demand note executed by the Program Partner will be modified with a note and mortgage funded by Hardest Hit Funds. The Program Partner will execute the loan modification documents, which will include a note and a mortgage for every property included as part of the Project.
- (d) The Program Partner hereby acknowledges that it is voluntarily undertaking the obligations described herein including but not limited to the execution of the demand note and loan modification documents.
- (e) The Recipient hereby acknowledges that it may not execute any loan documents related to the BEP in its own capacity or on behalf of or in lieu of the Program Partner.
- (f) No Claims for Award funds will be paid without submission of the requisite documentation as set forth in Section 8 herein.

1. Program Match. There is a match requirement for the Award, which will be calculated as 10% of the amount of the Award actually used by the Recipient. Documentation of eligible match funds must be reported to IHCDA, and contributions of volunteer labor and materials must be documented to be considered for match. Supporting documentation such as receipts or comparable documentation of price of donated materials must also be provided. Volunteer hours must be documented by actual labor hours expended per housing activity at the usual rates of pay for skilled workers or \$11 per hour for unskilled workers.
13. Program Revenue. Revenue from any salvage, recycling, or green demolition efforts, may be retained by the Recipient provided that any such retained revenue shall be used only for activities in furtherance of the Project and shall be subject to all of the provisions in this Agreement. The Recipient shall submit an annual report to IHCDA detailing the source of any such revenue, if any, and its uses.
14. Ownership of Property.
  - (a) The Recipient acknowledges that, prior to the commencement of any demolition activities, the Program Partner must hold title to all real property where BEP demolition work is to occur.
  - (b) The Recipient acknowledges that no Claims will be paid for any demolition work done on real property owned by a Recipient or any entity aside from the Program Partner.
  - (c) The Recipient shall treat all Funds entering or leaving its designated BEP account as funds subject to all local and state regulation for monies controlled by a unit of government whether it be a city, town, or county.
  - (d) All projects undertaken by Recipient should be treated as those undertaken by a unit of government in its official capacity regardless of whether Recipient is a city, county or town.
  - (e) The Program Partner acknowledges that it must hold title to all real property where demolition work is set to occur prior to the commencement of any demolition activities.
  - (f) The Program Partner acknowledges that any and all reimbursement claims made by Recipient for demolition activities will be rejected if they occur on land not owned by the Program Partner.
  - (g) The Program Partner acknowledges that it is voluntarily assuming title to properties to be included in the Project.
15. Funding Tiers and Requests.
  - a. The maximum amount of funding available for the acquisition and demolition of any approved residential structure is \$25,000.00 (the "Unit Cap"). Under the terms of the BEP, the United States Department of the Treasury will not permit IHCDA to pay claims in excess of the Unit Cap for the acquisition and demolition of any qualifying property. There is no process to seek a waiver of the Unit Cap, and no waiver request will be entertained by IHCDA.
  - b. The Recipient submitted an Application with a specified list of residential properties with structures for acquisition and demolition. The Application assigned each structure to one of two funding tiers (each, a "Tier"):
    - i. Tier one ("Tier One") includes structures without basements. The maximum allocation for acquisition, demolition and approved expenses for Tier One is \$15,000.00. Tier One properties have an available property maintenance fee allocation of \$1,000 per year for three years.
    - ii. Tier two ("Tier Two") includes residential structures with basements. The maximum allocation for acquisition, demolition and approved expenses for Tier Two is \$25,000.00. Tier Two structures have an available property maintenance fee allocation of \$1,000.00 per year for three years. The Recipient acknowledges that no property maintenance fees will be paid for a Tier Two structure if the Unit Cap is reached.
  - c. The Recipient hereby acknowledges that no claims will be paid in excess of the Unit Cap.
  - d. Only the Recipient may seek a waiver for Tier One structures to exceed the \$15,000 allocation if additional funds are needed for abatement purposes.
  - e. The Recipient and the Program Partner will be responsible for any costs incurred in excess of the Unit Cap and the specific Tier One and Tier Two maximum allocation limits.



16. Project Period. The “Project Period” commences on December 1, 2019 and ends on November 2, 2020 (unless extended by IHCDA). Recipient shall have completed all demolition activities and filed all claims through IHCDAOnline by the conclusion of the Project Period. No new claims will be accepted for filing after the end of the Project Period. Any fees incurred for any BEP activity not included in a filed claim on or before the end of the Project Period shall be the obligation of the Recipient and its Program Partner(s) and not the responsibility of IHCDA. Any portion of the award remaining unclaimed at the conclusion of the Project Period shall be forfeit by Recipient and all that may have claimed from the Recipient.

If necessary IHCDA shall continue to process claims filed during the Project Period through the Term of the Agreement. Recipient agrees to disburse all funds from its designated BEP account no later than sixty (60) calendar days after receipt of its last ACH transfer from IHCDA.

17. Termination; Cancellation of Funding.

a. Termination.

- i. This Agreement may be suspended and/or terminated immediately by IHCDA, if the Recipient has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between the Recipient and IHCDA or committed any other material breach of this Agreement. In this event IHCDA may recapture or cancel all or any portion of the Award and may be grounds for denial of further work with IHCDA. This subsection shall survive the expiration or termination of the Agreement.
- ii. This Agreement may be terminated at any time by IHCDA, with or without cause, upon thirty (30) days written notice whenever IHCDA determines that such termination is in its best interest. Upon notice of such termination, no new or additional liabilities shall be incurred without the prior written approval of the Authority.

- b. Funding Cancellation. When the Executive Director of IHCDA, the Director of the State Budget Agency, or the U.S. Department of the Treasury makes a written determination that funds are not available to support continuation of performance of this Agreement, the Agreement shall automatically terminate. Any determination by the Executive Director of IHCDA or the Director of the State Budget Agency or the U.S. Department of the Treasury that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

- c. Effect of Termination. Upon expiration or termination of this Agreement for any reason, the Recipient shall submit to the Authority any and all outstanding Claims with necessary documentation within 10 days. Claims submitted more than 10 days after the expiration or termination of this Agreement will be rejected. Any and all remaining financial obligations of the Recipient and its Program Partner(s) shall be their responsibility.

18. Insurance and Indemnification.

- a. Insurance. During the Term, the Recipient shall obtain and maintain, at its expense, or cause the Program Partner to obtain and maintain, at its expense, with an insurer acceptable to IHCDA, comprehensive general liability coverage, including contractual coverage, with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate unless additional coverage is required by IHCDA. The Recipient shall deliver or cause to be delivered to IHCDA a certificate of insurance as soon as practicable upon execution of this Agreement evidencing coverage required in this Agreement and demonstrating that (i) IHCDA is an additional insured and (ii) includes a provision that the policy and any endorsements may not be canceled or modified without thirty (30) days’ prior written notice to IHCDA. Failure to provide a certificate of insurance to IHCDA is a material breach of this Agreement, allowing IHCDA the right to terminate this Agreement immediately.
- b. Indemnification. The Recipient and Program Partner each shall indemnify, defend, and hold harmless IHCDA, its directors, officers, employees, contractors, and agents of and from any and all claims, losses, damages, or expenses (including reasonable attorneys’ fees) arising out of or in any way related to (a) any breach or alleged breach by the Recipient or Program Partner of any provision of this Agreement or the Application or any material inaccuracy of any representation or warranty made by them, (b) any negligence, recklessness or willful act or omission by the Recipient or Program Partner, their employees, agents, representatives, and/or affiliates, directly or indirectly, related to the performance of this Agreement ; and (c) any alleged failure by the Recipient or Program Partner, their employees, agents, representatives, and/or affiliates to

comply with federal, state, and local laws and regulations. IHCD shall not provide such indemnification to the Recipient. This subsection shall survive the expiration or termination of the Agreement.

19. Citizen Participation. The Recipient shall establish procedures for responding to citizens' complaints regarding the activities carried out pursuant to this Agreement. Citizens should be provided with an appropriate address, phone number, and times during which they may submit such complaints, and the Recipient should provide a written response to every citizen complaint within fifteen (15) working days of the complaint.
20. Notice to Parties. Notice shall be deemed to have been given under this Agreement whenever any notice, statement, or other communication shall be delivered in person, or sent via overnight delivery service maintaining records of receipt to the address below, unless otherwise requested in writing:

(a) To the Recipient:

**Attention: IHCD Award Administrator**

(b) To the Program Partner:

**Attention: IHCD BEP Contact**

(c) To the IHCD:

**Indiana Housing and Community Development Authority  
30 South Meridian Street, Suite 900  
Indianapolis, IN 46204  
Attention: Blight Elimination Program**

The parties may change the foregoing notice addresses by providing notice of such change to the other parties in accordance with this Section 20.

21. Employment Eligibility Verification. As required by IC §22-5-1.7, the Recipient hereby swears or affirms under the penalties of perjury that:
  - a. The Recipient has enrolled and is participating in the E-Verify program;
  - b. The Recipient has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
  - c. The Recipient does not knowingly employ an unauthorized alien.
  - d. The Recipient shall require its contractors who perform work under this Agreement to certify to Recipient that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Recipient shall maintain this certification throughout the duration of the term of a contract with a contractor.
22. Davis-Bacon.
  - a. The Davis-Bacon Act requires that workers on certain federally assisted housing activities receive no less than the prevailing wages paid for similar work. Prevailing wages are computed by the U.S. Department of Labor and are issued in the form of a federal wage determination for each classification of work. The Davis-Bacon Act applies to awards for the following activities that are funded in whole or in part by Community Development Block Grant funds: (1) the rehabilitation or new construction of residential property containing a total of eight (8) or more units (this includes both assisted and non-assisted or market rate units); or (2) the construction, alteration and/or repair, or painting of a public building or facility; or (3) any construction work

on non- residential property valued at more than \$2,000.00. Therefore, if federal funds finance only a portion of the construction work, labor standards are applicable to the entire project.

- b. If the Project meets any of the criteria described in the paragraph above, the Recipient and Program Partner certify that it will comply with the Davis Bacon Act and include the Davis Bacon Provisions contained in HUD Form 4010 into all contracts with any contractor working on the Project. Accordingly, Recipient, Program Partner, and or any contractor working on the Project shall pay approved Davis Bacon wages weekly to employees and/or subcontractors, monitor the compliance of contractors and subcontractors working on the Project, ensure that WH347 forms and/or certified payrolls are submitted to any designee of IHCDA for labor standards monitoring, ensure that contract and bid specifications contain the applicable wage decision, verify that contractors are not listed on federal Excluded Parties List System (EPLS) for debarred or suspended contractors, and comply with the posting and notification requirements set forth in 29 CFR 5.5(a) and 29 CFR 5.6.
  - c. The Recipient is responsible for determining if Davis Bacon wages are required and should consider its Program Partner, planned end-uses, and other contributing funding sources when making its determination.
23. Meaningful Access for Limited English Proficient Persons. Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“limited English proficient persons” or “LEP”) may be entitled to language assistance under Title VI of the Civil Rights Act of 1964 (“Title VI”) in order to receive a particular service, benefit, or encounter. In accordance with Title VI and its implementing regulations, the Recipient and Program Partner agree to take reasonable steps to ensure meaningful access to activities funded with BEP Funds by LEP persons. Any of the following actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.
  24. Lobbying Activities. Pursuant to 5 U.S.C. § 1502 and 31 U.S.C. § 1352, as amended from time to time , and any regulations promulgated thereunder, the Recipient and Program Partner hereby certify that no Federally appropriated funds have been paid or will be paid by or on behalf of the Recipient or Program Partner 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 award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment to, or modification of any Federal contract, award, loan, or cooperative agreement. If any funds other than Federally 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, the Recipient and/or Program Partner shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”.
  25. Non-Discrimination Clause. Pursuant to the Indiana Civil Rights Law, specifically including Indiana Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the American with Disabilities Act, the Recipient and Program Partner covenant that they shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee or applicant’s race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Furthermore, the Recipient and Program Partner certify compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Recipient and Program Partner understand that IHCDA is a recipient of federal funds, and therefore, where applicable, the Recipient, Program Partner and subcontractors of both agree to comply with requisite affirmative action requirements, including reporting pursuant to 41 C.F.R. Chapter 60, as amended and Section 202 of Executive Order 11246.

26. Maintaining a Drug-Free Workplace (Executive Order No. 90-5).

Pursuant to Executive Order No. 90-5, April 12, 1994, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total of which amount exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Recipient and Program Partner and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Recipient and Program Partner certify and agree that each will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Recipient's and Program Partner's workplaces and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Recipient's and Program Partner's policies of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug use conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c)-(2) above, or otherwise receiving actual notice of a conviction;
- (e) Within thirty (30) days after receiving notice under subdivision (c)-(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

27. Independent Contractor. All parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees or agents of the other parties for any purpose whatsoever. Unless otherwise stated herein, neither party will assume liability for any injury to any persons, or any damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

28. Modifications. This Agreement may not be modified except by an instrument in writing executed by each of the parties hereto. Substantial amendments may be cause to review the Application submitted to determine if the Project is meeting the stated goals and timelines.

29. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action arising out of this Agreement.

30. Headings. The headings and subheadings herein are for the convenience of the parties hereto and shall have no legal effect upon the construction of this Agreement.

31. Non-Waiver. No waiver, forbearance, or failure by any party of its right to enforce any provision of this Agreement shall constitute a waiver or estoppel of such party's right to enforce such provision in the future.
32. Severability. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of this Agreement.
33. Publicity. The Contractor acknowledges that IHCDA has certain contractual obligations with the United States Treasury with respect to public statements pursuant to this Agreement and the BEP in general. Therefore, any publicity release or other public reference, including but not limited to media releases and informational pamphlets relating to the Project and any services funded under this Agreement, shall be approved by IHCDA before their distribution. If construction signage is used that mentions the names of any specific funding entities, the name and logo of IHCDA and IFPN shall appear on such signage, upon request, and must also be approved by IHCDA.
34. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) the Agreement, (2) the Exhibits prepared by the IHCDA, (3) BEP Notices, (4) the Application Packet, (5) the Application and (6) the Exhibits prepared by the Recipient.

**[SIGNATURE PAGE FOLLOWS.]**

**Non-Collusion and Acceptance of Recipient**

The undersigned attests, subject to the penalties of perjury, that he/she is the Recipient or Program Partner, or that he/she is the properly authorized representative, agent, member or officer of the Recipient or Program Partner, that he/she has not, nor has any other member, employee, representative, agent or officer of the Recipient, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

**In Witness Whereof**, The Recipient, Program Partner and IHCD have, through their duly authorized representatives, entered into this Agreement. The parties have read and understand the foregoing terms of this Agreement and do by their respective signatures dated below hereby agree to the terms thereof.

**Recipient**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Witness for Recipient**

Witnessed By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**First Program Partner**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Witness for Program Partner**

Witnessed By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Second Program Partner (if applicable)**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Witness for Program Partner**

Witnessed By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Third Program Partner (if applicable)**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Witness for Program Partner**

Witnessed By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Indiana Housing and Community Development Authority:**

By: \_\_\_\_\_  
Printed Name: J. Jacob Sipe  
Title: Executive Director  
Date: \_\_\_\_\_

**Award Number** \_\_\_\_\_