

GRANT AGREEMENT
between the
CITY OF BLOOMINGTON
and
UNITED WAY OF MONROE COUNTY
TO
SUPPORT A LONG-TERM REGIONAL RESPONSE TO HOUSING INSECURITY

This agreement, entered into this 4th day of ~~December, 2021~~ ^{January, 2022}, by and between the City of Bloomington ("City") and United Way of Monroe County ("Grantee"), WITNESSETH THAT:

WHEREAS, in response to the global pandemic COVID-19, the City has received funds as a result of the American Rescue Plan Act ("ARPA") for use in the economic recovery of our community; and

WHEREAS, Grantee is a Bloomington-based non-profit organization that is, under this program, working to support a long-term regional response to housing insecurity based on the 2021 review of the Heading Home Plan and community input; and

WHEREAS, this program will execute a long-term, regional strategies defined in Heading Home 2021: A Regional Plan for Making Homelessness Rare, Brief and Non-Repeating; and

WHEREAS, the City has certain funds available to grant for purposes of community and economic development.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term of Agreement. This Agreement shall become effective upon execution and continue through December 31, 2023, unless terminated prior to that date pursuant to Section 11 or extended pursuant to Section 15 herein.
2. Activities to be Performed by Grantee. During the Term of Agreement, Grantee agrees to use the Funds to support activities in the City of Bloomington as reflected in its project proposal, which is attached to this Agreement as Exhibit A.
3. Funding, and Activities to be Performed by City. City agrees to the following:
 - (a) Provide funding to Grantee in the total amount of two million, seven hundred thousand dollars (\$2,700,000.00) to be used exclusively for activities described herein and subject to the terms of this agreement;

The City's funding contribution is subject to the appropriation and availability of funds. If funds for the City's contribution are not forthcoming or are insufficient, through the failure of any entity—including the City—then the City shall have the right to terminate its contribution without penalty.

4. Amendments, Evaluation and Outcomes. The parties mutually agree that by no later than January 31, 2022, they will approve an amendment to this agreement to provide for more additional specifics about the work to be undertaken by United Way under this agreement.
5. Misuse of Grant and Repayment. If the City determines that the grantee has failed to comply with any material term, condition, or obligation of the Grantee in this Agreement, including but not limited to the Grantee not using any part of the Grant for the project in accordance with Section 2, or the Grantee making material false or misleading statement or other written or oral representation furnished to or made to the City as part of the terms of this Agreement, the City may rescind the Grant by written notice to the Grantee in accordance with the terms of this Agreement.

In the event that the City rescinds the Grant by written notice to the Grantee, the Grantee shall be obligated to return an amount equal to all Grant payments received pursuant to this Agreement.

The City may also require the Grantee to take any action at law whatsoever to recover any Grant funds not used for the payment of costs related to the Project and consistent with the project budget, as provided in Exhibit A. Additionally, the City may take any judicial action as is necessary to collect any amounts owed to the City by the Grantee, including but not limited to legal action for breach of this Agreement.

6. Supervision and Independent Contractor Status. The status of Grantee employees providing services pursuant to this Agreement as employees of the Grantee shall not be affected in any way by this Agreement. Said employees shall be subject solely to supervision by their Grantee supervisors.

During the entire term of this Agreement, Grantee shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Grantee shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment and any other federal, state or local taxes required to be withheld from employees or payable on behalf of employees.

7. Indemnity. To the extent allowed by Indiana law, Grantee shall indemnify and hold the City harmless against all claims, actions, damages, liability and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of acts or omissions by its officers, directors, agents, employees, successors and assigns, in the performance of this Agreement.
8. Waiver or Breach. The Waiver by either party or breach of any provision of this Agreement by the other party, shall not operate or be construed as a waiver of any subsequent breach by the parties. No waiver shall be valid unless it is in writing and signed by an authorized officer of the waiving party.

City of Bloomington
P.O. Box 100
Bloomington, IN 47402

Copy To: Daniel Dixon
City of Bloomington Legal Department
P.O. Box 100
Bloomington, IN 47402

14. Amendment and Modification. This Agreement may be amended at any time by mutual written and signed agreement of the authorized representative of the parties, but may not be modified in any other manner, except as expressly provided by this Agreement.
15. Extension and Renewal of Agreement. This Agreement may be renewed, renegotiated or extended upon its expiration by mutual written consent of the parties.
16. Governing Laws. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in Monroe County, Indiana.
17. Severability. If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect.
18. Force Majeure. Neither the City nor Grantee shall be liable to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like cause beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.
19. Verification of New Employees' Immigration Status. Grantee shall comply with provisions in Indiana Code § 22-5-1.7-11(b) which requires the City of Bloomington to obtain the following from business entities that receive grants from the City of Bloomington which total more than \$1,000.00:
 - A sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program.
 - A sworn affidavit that affirms that the business entity does not knowingly employ an unauthorized alien.
 - Documentation that the business entity has enrolled and is participating in the E-Verify program.

The required affidavit is attached to this Agreement as Exhibit B.

20. Entire Agreement. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. This Agreement may not be modified except by written agreement and signed by both parties.


In witness of acceptance of all conditions contained in this agreement, the parties execute this agreement on the date entered on the first page hereof.

CITY OF BLOOMINGTON

UNITED WAY OF MONROE
COUNTY

BY:

BY:



Michael Rouker, Interim Corp. Counsel



Efrat Feferman

Date: 1/4/2022

Date: 1/20/2022



John Zody, Director
Housing and Neighborhood Development

Date: 1/4/2022

CITY OF BLOOMINGTON
Legal Department
Reviewed By: BEM
DATE: 12/27/21

11/30

★

- ① Contract initiation by EOY.: \$1.5 M out: with contracts done
- ② Reporting structure → past: (RC talk to Austin)
- ③ Reporting structure → future: in contracts

**EXHIBIT A
PROGRAM PROPOSAL**

JZ Send to

Purpose:

Randy, MRM & Chris Hazel

This understanding is made and entered into as of December 2021 by and between the City of Bloomington (COB) and United Way of Monroe County (UWMC) to enter into a collaboration to provide our community with a long-term regional response to housing insecurity based on the 2021 review of the Heading Home Plan and subsequent input from community partners including funders, providers, and elected officials and community leaders.

Period of Performance:

Beginning October 2021 with eligibility for ongoing renewal in 2 years – no later than December 31, 2023.

→ Do we lose the \$ if we don't do an extension?

Background:

In January, 2020 leadership from UWMC and Community Foundation of Bloomington Monroe County convened a working group which included service providers, funders, and other key partners to assess housing insecurity issues in our region; examine and bolster existing assets with the goal of supporting community stakeholders in reaching a shared understanding of the challenges we face; creating a vision for moving forward to address both acute and chronic issues related to or that impact homelessness and supporting long-term strategies to reduce homelessness and provide effective and expeditious strategies for addressing acute housing issues.

In May, 2021, the Housing Insecurity Working Group completed “HEADING HOME 2021: A Regional Plan for Making Homelessness Rare, Brief, & Non-Repeating.” This was a result of a substantive review and updating of the Heading Home Plan created by the South Central Housing Network in 2019. This report took into consideration changes in the community; accomplishments from the original report and current gaps in service.

Goals of Collaboration:

The goals of this collaboration include:

- To collectively develop and implement a community vision/strategy for making homelessness brief, rare and non-repeating in Monroe County and the surrounding region.
- Partner with local agencies to expand the work of rapid rehousing in Monroe County and beyond.

Deliverables:

In accordance with this Memorandum of Understanding, UWMC will provide:

- Site hosting and staff program professionals to execute long-term, regional strategies defined in “HEADING HOME 2021: A Regional Plan for Making Homelessness Rare, Brief, & Non-Repeating;”
- Build an active cross-sector coalition (Guiding Group) to coordinate and monitor progress of strategies which will include two City representatives;

- Develop live data set for monitoring progress on homelessness and housing insecurity and a dashboard accessible to the public;
- Develop relationships and provide incentives for landlords to house the community's most vulnerable residents through the development of a risk mitigation fund and/or other tools as appropriate.
- Incentivize the development of a range of housing options.

Compensation:

COB will provide \$1.2M f/y 2021 and \$1.5M f/y 2022 for a total of \$2.7M to UWMC to support expenses related to this initiative.

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

- 1. The undersigned is the Executive Director of United Way of Monroe County
[Title] [Organization]
2. The company named herein that employs the undersigned has received or is seeking a grant from the City of Bloomington of more than \$1,000.
3. The company named herein that employs the undersigned is enrolled in and participating in the E-Verify program.
4. Documentation that the company named herein has enrolled and is participating in the E-Verify program is attached to this Affidavit as Exhibit 1.
5. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

[Signature]
Signature

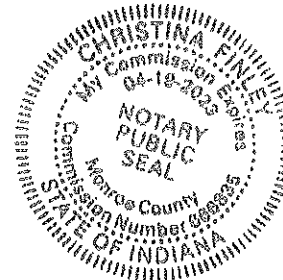
Eliat Ferman
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Eliat Ferman and acknowledged the execution of the foregoing this 20 day of January, 2021.

Christina Finley
Notary Public
Christina Finley
Printed name

My Commission Expires: 4-19-23
County of Residence: Monroe



AMENDMENT
to the Grant Agreement between
the City of Bloomington and
United Way of Monroe County
to Support a Long-Term Regional Response to Housing Insecurity

This Amendment to the Grant Agreement (“Original Agreement”) entered into on January 4, 2022, is made by and between the City of Bloomington (“City”) and United Way of South Central Indiana, Inc. d/b/a Monroe County United Way (“Grantee” and with the City collectively, “Parties”).

WHEREAS, the purposes of this Amendment are to (1) declare that the first phase of Grantee’s activities will be complete as of January 31, 2024; and (2) to extend the term of the Original Agreement through January 31, 2024, for the purpose of allowing Grantee to complete that first phase and for the Parties to execute a Subrecipient Agreement, in substantially the form and attached hereto as Exhibit A (the “Subrecipient Agreement”), to govern the second phase of Grantee’s activities and to set out the terms of the Grantee’s administration of the remaining \$2.235 Million of funds provided under the Original Agreement; and

WHEREAS, the Original Agreement contemplated that the City would transfer a total of \$2.7 million in funds received by the City pursuant to an award of funds from the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act (“ARPA” and such funds “ARPA Funds”) to the Grantee to support long-term regional responses to housing insecurity as more fully described in the Original Agreement (the “Project”); and

WHEREAS, Grantee will have completed a first phase of the Project by January 31, 2024 and will have expended up to \$465,000 in ARPA Funds (“Phase 1 Funds”); and

WHEREAS, the City has identified the Phase 1 Funds as having been expended in Expenditure Category 6.1 (Revenue Replacement: Provision of Government Services) as described in the United States Department of Treasury’s Coronavirus State and Local Fiscal Recovery Funds: Project and Expenditure Report Use Guide, as amended (“Revenue Loss Category”); and

WHEREAS, the City has determined that the second phase of Grantee’s activities on the Project are eligible to be funded with ARPA Funds identified to one or more APRA expenditure categories other than the Revenue Loss Category; and

WHEREAS, in recognition of the differential compliance and reporting obligations that arise from the identification of funds for Grantee’s second phase of activities on the Project, in one or more expenditure categories other than the Revenue Loss Category, the Parties wish to enter into the Subrecipient Agreement to govern the expenditure of the remaining ARPA Funds awarded under the Original Agreement; and

WHEREAS, a brief extension of the Original Agreement will allow Grantee to close out the first phase of its activities and the Parties the necessary time to execute such a Subrecipient Agreement for Phase II; and

WHEREAS, Sections 14 of the Original Agreement permits amendments, and Section 15 of the Original Agreement permits renewal, renegotiation, or extension, by mutual written consent of the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. The first phase of Grantee's activities contemplated by the Original Agreement, consisting of the activities described above, for which Phase 1 Funds up to \$465,000 will have been expended by January 31, 2024, will be complete as of that date.
2. By not later than January 31, 2024, Grantee will provide a report to the City:
 - a. listing and discussing the activities performed during the first phase of its activities
 - b. describing how the activities furthered the goals of the City regarding housing insecurity
 - c. discussing successes, challenges, and/or lessons learned from the activities to date that will inform the second phase of Grantee's activities
 - d. accounting for expenditures made of all Phase 1 Funds.
3. The term of the Original Agreement is extended through January 31, 2024, for the purposes of completing Phase I and of completing and executing a Subrecipient Agreement in substantially the form attached hereto as Exhibit A, to govern Phase II. Upon execution by the Parties of such a Subrecipient Agreement:
 - a. the Subrecipient Agreement shall replace the Original Agreement and constitute the sole and complete terms governing all further Grantee expenditures of ARPA Funds to advance Project activities using the \$2.235 Million in remaining ARPA Funds provided by the City under the Original Agreement; and
 - b. the City shall transfer the remaining \$1.5 Million reflected in the Original Agreement, to Grantee subject to the terms of the Subrecipient Agreement.
4. While Grantee shall remain in possession of the \$735,000 in non-Phase I ARPA Funds already provided by the City under the Original Agreement, Grantee shall not make any expenditures of those funds until such time as the Parties shall have executed the Subrecipient Agreement described in Section 3 of this Amendment. Any funds expended in violation of this term are subject to immediate recoupment by the City.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date last signed below.

CITY OF BLOOMINGTON

UNITED WAY OF SOUTH CENTRAL
INDIANA, d/b/a Monroe County United
Way

By: Beth Cate
Beth Cate, Corporation Counsel

By: [Signature]

Date: 12/22/23

Date: 12/26/23

By: 
John Zody, Director
Housing and Neighborhood Development

Date: 12/22/23

ADDENDUM
to the Grant Agreement between
the City of Bloomington and
United Way of Monroe County
to Support a Long-Term Regional Response to Housing Insecurity

This Federally-funded subaward and funding assistance agreement (the “Agreement”) is entered into by the City of Bloomington, Indiana (the “City”) and United Way of South Central Indiana, Inc. d/b/a Monroe County United Way, an Indiana nonprofit corporation (the “Subrecipient”) (collectively, the “Parties”).

On March 11, 2021, the American Rescue Plan Act of 2021, Public Law No: 117-2 (“ARPA”) was signed into law. Section 9901 of ARPA amended Title VI of the Social Security Act (the “Act”) to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (collectively, with the Coronavirus State Fiscal Recovery Fund established by section 602 of the Act, the “SLFRF”). The SLFRF program under ARPA was intended to provide funding to state and local units of government to support efforts to respond to and recover from the impacts of the Coronavirus Disease 2019 (“COVID-19”) public health emergency. ARPA provides that funds provided under the SLFRF program may be used for the following purposes:

- a. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- c. for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or
- d. to make necessary investments in water, sewer, or broadband infrastructure

(each an “Eligible Use” and collectively, the “Eligible Uses”).

WHEREAS, The City has received an award of Federal funds pursuant to ARPA from the SLFRF program (the “Award Funds”); and

WHEREAS, The City has identified certain project proposals by entities operating within the City which would qualify as an Eligible Use of the Award Funds because such projects would respond to the negative economic impacts of the COVID-19 public health emergency by providing programs or services which promote various benefits to residents of the City which advance long term housing security and which provide services to unhoused persons; and